

Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



MCAA School Board Report 3-24-15

MCAA is a 7-12 grade charter school whose main purpose is to offer many courses in the performing and fine arts and to provide its students with a high quality college preparatory education.

Because our students have an eight class block schedule, they are able to take more elective classes which mean more classes in the arts.

For the sixth year in a row, MCAA was recognized by U. S. News and World Report magazine as **one of the top high schools in the country**, this year earning a silver medal.

Since our last board report, MCAA was awarded the **California Distinguished School Award**.

MCAA is one of only four local high schools to have its students score higher than the state average on the SAT (Scholastic Aptitude Test). Over half of our 2014 graduates took the SAT (highest of any school in the area).

Our school, in 2013, which is the last year of the Academic Performance Index (API), earned a score of **869**. From 2011 to 2013 our score **increased by 31 points**.

Attendance: 97.4% for the entire school year. Sixty three students had perfect attendance in 2014 -15.

Ninety-three percent of our 8th grade students scored **proficient or advanced** on the CST Science test. **Seventy-seven percent** of our 10th grade students scored **proficient or advanced** on the CST Science test. The other grades are not tested for science.

CAHSEE: ELA 96% of all students that took it for the first time passed it.
Math 94% of all students that took it for the first time passed it.
The percent of students that passed the math CAHSEE test at proficient or higher **increased from 75% to 83% over the last 3 years.**

One of the things that really stand out at our school is that it's a very safe environment, one conducive to learning. Violence is extremely rare.

At the MCAA, parents are very involved in the school. The PTSA is a great example of this. PTSA has raised thousands of dollars. This has allowed us to purchase costumes, copyrights, give scholarships to seniors, purchase instruments for our music classes, etc. Other parents help by volunteering to build sets for upcoming performances, volunteer at dances, etc.

Recent Performances Include:

- The Little Mermaid
- A Midsummer Night's Dream
- Musicality
- Honk Jr.
- French Night
- Black History Performance
- Hairspray
- Winter and Spring Showcases
- Winter and Spring Music Festivals
- Merry Wives of Windsor
- Harvey

Goals for 2014-15:

We are committed to maintaining high standards in both **academics and in the arts**, with a focus on math. This should be reflected in maintaining high test scores on the CAHSEE and increasing math scores on the new CAASPP.

How will we improve in academics?

- District curriculum specialist working with the math and English teachers throughout the school year.
- Teachers continuing to collaborate and look at student data, especially when we get the new CAASPP data and accurate benchmark data.
- Ninth Block (most Tuesdays)- provides collaboration and rehearsal time for the arts and more collaboration time for academic teachers.
- Mentoring of targeted students.
- Peer tutoring of students that need help in math and other subjects.

- Increased tutoring time for targeted students by a retired math teacher.
- In approximately a year and a half we will add a room where students will receive additional help from support staff.
- Ninth Block CAHSEE math and English intervention classes.

How will we improve in the arts?

- Our strings teacher will teach two new classes: Songwriting/Music Theory and Professions in the Arts.
- The MCAA drum line will continue to grow. This year was our first. We are hoping to get uniforms for them soon.
- Continue to develop rubrics that could be used in arts classes in order to improve student learning. Develop a list of what students should be able to do at the end of each level of an arts subject. For example: Drama1, Drama 2, Drama 3.
- Align more of the arts classes' curriculum to the VAPA standards.
- Maintain teacher collaboration time by using the ninth block period, part of our monthly staff meeting time, and by using subs.
- Add a music classroom in a little over a year.

Concerns:

The Allen Scott Youth and Community Center is currently being used by our dance and martial arts classes. The concern here is that our students must walk across highway 70 in order to get to the building. However, I fully realize there is no alternative at this time.

Research Subaward Agreement Amendment

Prime Recipient		Subrecipient	
Institution/Organization ("UNIVERSITY") Name: The CSU. Chico Research Foundation Address: Office of Research and Sponsored Programs CSU, Chico, Building 25 Chico, CA 95929-0870		Institution/Organization ("COLLABORATOR") Name: Marysville Joint Unified School District Address: 1919 B Street Marysville, CA 95901 EIN No.:	
Prime Award No. U336S090119		Subaward No. 13-043	Principal Investigator
Effective Date of Amendment 10/1/2014		Amendment No. 1	

Amendment(s) to Original Terms and Conditions

Subaward 13-043 end date is modified from 9/30/2014 to 9/30/2015

Attachment 3, Contacts, page 5 of 12 is replaced with Attachment 3a of this document. Maggie Payne is the Principal Investigator as of 1/1/2015.

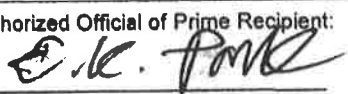
Attachment 5a, Scope of Work is added to Attachment 5.

The amount of \$19,500 is added to Year 6 (10/1/14 - 9/30/15). The total amount of the Subaward is now \$48,800.

All other terms and conditions remain the same.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of Prime Recipient:



3/16/15

Name Dr. E.K. Park

Date

Title Vice Provost for Research and Dean
of Graduate Studies

By an Authorized Official of Subrecipient:

Name Ryan DiGiulio

Date

Title Assistant Superintendent of
Business Services

Attachment 1 Subaward Agreement

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify UNIVERSITY of completion of required audits and of any adverse findings, which impact this subaward.

Attachment 2
Subaward Agreement
Department of Education

Certifications/Assurances:

1. As a condition of this Subaward, the Collaborator assures and certifies that it is in compliance with and will comply in the course of this Subaward with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 34 CFR Part 74, 75 and 80, which hereby are incorporated in this Subaward by reference. In addition and as applicable, the following assurances/certifications are made and verified by the official signing for Collaborator on the face page of this Subaward. 1) 34 CFR Part 85 Subpart F (Drug-Free Workplace); 2) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686); 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); 5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107); 6) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended; 7) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended; 8) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3); 9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended; 10) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; 11) notification of violating facilities pursuant to EO 11738; 12) protection of wetlands pursuant to EO 11990; 13) evaluation of flood hazards in floodplains in accordance with EO 11988; 14) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); 15) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); 16) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); 17) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); 18) comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.); 19) assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470); EO 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.); 20) comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; 21) comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.); and 22) comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.).

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent
2. 34 CFR Part 74, 75 and 80 as applicable and in effect as of the beginning date of the period of performance. Except any one time extensions, scope of work changes or budget modifications must be requested through the University, not the Federal Awarding Agency.

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3. Title to equipment costing \$5,000 or more and acquired by the subawardee with funds provided under this award shall vest in the subawardee. When the equipment is no longer needed by the subawardee and the per unit fair market value is less than \$5,000, the subawardee may retain, sell, or dispose of the equipment with no further obligation to the University. If, on the other hand, the per unit fair market value is \$5,000 or more, then the subawardee must submit a written request to the University for disposition instructions.

4. Collaborator will comply with Education Department General Administrative Regulations (EDGAR) 34 CFR Parts 74-86 and 97-99 and applicable provisions of 34 CFR Part 304.

Special terms and conditions:

1. Copyrights

Collaborator ☐ grants / ☒ shall grant (check one) to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

2. Data Rights

Collaborator grants to University the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

**Attachment 3a
Subaward Agreement**

University Contacts	Collaborator Contacts
Administrative Contact Name: John Miner, Contracts Officer Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870 Telephone: 530-898-5700 Fax: 530-898-6804 Email: jminer@csuchico.edu	Administrative Contact Name: Amy Stratton. Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6903 Fax: 530-741-7893 Email: astratton@mjuds.com
Principal Investigator Name: Maggie Payne Address: School of Education CSU, Chico Chico, CA 95929-0222 Telephone: 530-898-6421 Fax: 530-898-6177 Email: mpayne@csuchico.edu	Project Director Name: Amy Stratton Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6903 Fax: 530-741-7893 Email: astratton@mjuds.com
Financial Contact Name: Denise Dion, Analyst Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870 Telephone: 530-898-6549 Fax: 530-898-6804 Email: ddion@csuchico.edu	Financial Contact Name: Shelly Garza Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6123 Fax: 530-741-7893 Email: sgarza@mjuds.com
Authorized Official Name: Dr. E.K. Park, Vice Provost for Research Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870 Telephone: 530-898-5700 Fax: 530-898-6804 Email: ekpark@csuchico.edu	Authorized Official Name: Ryan DiGiulio Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6115 Fax: 530-742-0573 Email: rdigiulio@mjuds.com

Attachment 4**Subaward Agreement****Reporting Requirements**

1. University is required under Prime Award No. U336S090119 to submit a final performance report to the Awarding Agency within 90 days after the expiration or termination of grant support. University is further required to submit a performance report to the Awarding Agency before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. The Awarding Agency may provide University with additional information about these reports, including the due date(s), at a later time. Collaborator shall provide to University all data, information and narrative necessary for University to make timely and accurate submission of all reports required under the Prime Award as directed and as may be directed by the Awarding Agency.
2. Collaborator shall invoice University no less frequently than quarterly and within 45 days of the end of the quarter.

Attachment 5a
Project CO-STARS: Collaboration for Student and Teacher Achievement in Rural Schools
CFDA# 84.336S
PRIME AGREEMENT #U336S090119

SCOPE OF WORK:

For the period October 1, 2014 to September 30, 2015

SCHOOL DISTRICT AND SCHOOLS: Marysville Joint Unified School District as a collaborative partner in project Co-STARS, commits to:

- Providing eligible school sites Covillaud Elementary, Dobbins Elementary, Ella Elementary, Johnson Park Elementary, Kynoch Elementary, Linda Elementary, Yuba Gardens Elementary, McKenney Intermediate, Olivehurst Elementary, and Yuba Feather Elementary as project training and clinical experience sites.
- Developing and supporting the establishment of Professional Learning Communities (PLCs) to support project goals and objectives.
- With project assistance, will develop a tiered intervention service model, emphasizing school-wide responsibility for student learning.
- Promoting and supporting collaboration of school site general and special education teachers in screening all students to determine needs, progress monitoring, identifying and implementing research-based interventions.
- Use funding under Title I and IDEA in support of the project and will integrate these programs with the project.
- Providing opportunity for school/district based inquiry and research for MA project/thesis for Residents.
- Supporting participation of Mentors in project activities.
- Participating in creation of selection criteria and selection process of Mentor and Resident candidates.
- Providing seminar/meeting rooms for project participants and professional learning community meetings.
- Providing early field experience site opportunities for Residents.
- In academic years 2011-2012, 2012-2013, 2013-14 and 2014-2015 providing training/mentoring/classroom opportunities within MJUSD for a minimum of 4 Residents.
- Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site.
- Participating and providing access to data in evaluation studies at the K-12 student, teacher, school site, and school district level as set forth in the project goals and objectives. This may include consultation and collaboration with the following entities:
 - Co-STARS Data Collection/Assessment personnel
 - Education for the Future
 - Center for Teacher Quality
 - Center for Closing the Achievement Gap
 - Center for the Advancement of Reading
 - MERLOT
 - OPAL Institute Training for qualified and selected personnel
- The partners recognize and acknowledge that beginning in Year 3 and through Year 6, each partner will be required to provide cost share as required by the prime award. Partners identified and submitted potential cost share during Year 2 to the University that meets the federal requirements and regulations (see Appendix A). Partners understand that federal funds cannot be used to match other federal funds regardless of the source from which the partner received the federal funds.
- Provide, track, document and maintain for audit in-kind support services and facilities space (as per attached Exhibit A: Marysville Joint Unified School District In-Kind Match Contributions 2014-15 for Project Co-STARS Grant that includes but are not limited to the following:
 - Project support services provided by District Personnel including resident/mentor support services, recruitment and outreach, special education services and strategy, support/training, curriculum development supports, classroom management and counseling support, professional learning community support and participation..
 - Meeting space for Project Co-STARS Mentors, Residents, University and District personnel

- Submit quarterly in-kind documentation reports to designated Co-STARS personnel.
- Follow the invoice and in-kind report submission schedule below:
 - January 20, 2015 for period ending December 31, 2014
 - April 20, 2015 for period ending March 31, 2015
 - July 20, 2014 for period ending June 30, 2015
 - October 20, 2015 for period ending September 30, 2015
- Perform other duties to be identified and as addressed in the scope and narrative of the project and mutually agreed upon by Project Director and School District Partner Director.

PROJECT PERSONNEL: The following MJUSD personnel have been identified and agreed to participate in the project in the following roles and assume the responsibilities listed below:

	Position Title & Description	Estimated % Time Commitment
Director	K-12 Director at Marysville Joint Unified School District- (Time is not compensated under this Agreement.) Job role includes: <ul style="list-style-type: none"> • Assisting in communication and collaboration within the district and with the university. • Assisting in selection of Mentors. • Serving on Advisory Board and attending bi-annual meetings. • Leading PLC / reform initiative at school district level. • Facilitating/providing access to student achievement data. • Supporting and guiding the evaluation of grant activities, goals and objectives. • Work with University to identify cost share that meets the federal requirements and regulations. 	In-Kind
Coordinator	K-12 District Coordinator Job role includes: <ul style="list-style-type: none"> • Assisting in communication and collaboration within the district and with the university. • Assisting in selection of Mentors; providing ongoing feedback. • Assisting in selection/evaluation of Residents. • Serving on Planning Boards. • Assisting Mentors in training Residents. • PLCs oversight. • Assisting in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site. • Promoting/supporting ongoing evaluation studies for project performance and district level reports. • Discuss/Assist in Year 2 to begin with University to identify cost share that meets the federal requirements and regulations. 	In-Kind
Technology Specialist	Technology Specialists Job role includes: <ul style="list-style-type: none"> • Assisting in communication and collaboration within the district and with the university. • Serving on Planning Boards. • Assisting Mentors in training Residents. • Assisting in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site • Assisting in integrating technology into instruction at the school site. • Providing assistance to Residents and Mentors in dealing with hardware/software needs. • Providing technology support for data collection and management as needed. • Collaborating with CSU, Chico Co-Stars Technology Specialist. • Provide, track, document and maintain for audit in-kind support services and facilities space. • Submit quarterly invoices and in-kind documentation reports to designated Co-STARS personnel 	39%

DELIVERABLES ANTICIPATED and DELIVERABLE TIMELINES BY MJUSD PROJECT PERSONNEL:

Person Responsible	Deliverable	Timeline
Amy Stratton	Mentor Training	To be determined
Amy Stratton	Mentors Identified and Selected	To be determined
Amy Stratton	Advisory Board Meeting	Spring/Fall
Amy Stratton	Early Field Experience Sites Identified	January 2014
Julie Alves	Planning Board Meetings	Ongoing (4-6 per year)
Amy Stratton/Julie Alves	Residents <ul style="list-style-type: none"> • Assist in Recruitment Activities • Applicants Screened/Approved • Mentors/Residents Matched for Fall • Mentor Teacher Training 	To be determined
Shelly Garza	Begin Data Collection <ul style="list-style-type: none"> • Identify and provide baseline data as requested by outside evaluator(s) • Participate in Evaluation Studies • Permissions collected 	To be determined
Shelly Garza	Project Activity Reports <ul style="list-style-type: none"> • Types of Reports Identified/Designed • Reporting structure identified and implemented • Reports collected/data compiled 	To be determined
Amy Stratton/Julie Alves	Discuss/Assist in Year 2 to begin with University to identify cost share that meets the federal requirements and regulations.	On going
Julie Alves	Evidence of PLCs Activity/Reports	To be determined
Amy Stratton/Julie Alves	Ensure District/School Site Staff support of Project	Ongoing
Julie Alves	Evidence of Participating in Tiered Intervention Model identified by project participants	To be determined
Julie Alves	School Site facilities reserved for project seminars/meetings	Ongoing
Julie Alves	Telecommunication facilities/ technology reserved for project seminars/meetings/Residents/Mentors	Ongoing
Amy Stratton	Completion/collection of Needs Assessment from District/Schools	To be determined
Julie Alves	Oversight of submission of quarterly invoices and in-kind documentation reports to designated Co-STARS personnel	As per schedule

Project CO-STARS: Collaboration for Student and Teacher Achievement in Rural Schools
CFDA#84.336S
Prime Agreement #U336S090119
EXHIBIT B: BUDGET 14-15

Project Co-STARS Funding for Marysville Joint Unified School District inclusive of all costs:

# Positions	Position Title & Description	2013-2014 Budgeted Amount
1	K-12 Director at Marysville Joint Unified School District- (Time is not compensated under this agreement.) Job role includes: <ul style="list-style-type: none"> Assisting in communication and collaboration within the district and with the university. Assisting in selection of Mentors. Serving on Advisory Board and attending bi-annual meetings. Leading PLC / reform initiative at school district level. Facilitating/providing access to student achievement data. Supporting and guiding the evaluation of grant activities, goals and objectives. Work with University to identify cost share that meets the federal requirements and regulations. Provide, track, document and maintain for audit in-kind support services and facilities space. Submit quarterly invoices and in-kind documentation reports to designated Co-STARS personnel. 	In-Kind
1	K-12 District Coordinator Job role includes: <ul style="list-style-type: none"> Assisting in communication and collaboration within the district and with the university. Assisting in selection of Mentors; providing ongoing feedback. Assisting in selection/evaluation of Residents. Serving on Planning Boards. Assisting Mentors in training Residents. PLCs oversight. Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site. Promoting/supporting ongoing evaluation studies for project performance and district level reports. Discuss/Assist in Year 2 to begin with University to identify cost share that meets the federal requirements and regulations. 	In-Kind
1	Technology Specialists Job role includes: <ul style="list-style-type: none"> Assisting in communication and collaboration within their district and with the university. Assisting in integrating technology into instruction at the school site. Providing assistance to Residents and Mentors in dealing with hardware/software needs. Providing technology support for data collection and management as needed. Collaborating with CSU, Chico Co-Stars Technology Specialist. Serving on Planning Boards. Assisting Mentors in training Residents. Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site. 	\$ 19,500
Total Year 5 Funding for Marysville JUSD		\$19,500

TERMS OF PAYMENT:

Marysville Joint Unified School District will invoice Project Co-STARS no more frequently than quarterly for actual costs of time committed to project not to exceed budgeted amounts above. Actual salary and benefit costs will be used based on percentage of time committed to project.

Position Title	Percent Committed to Project	AY Budgeted Amount	Actual Salary	Actual Fringe	Total
Director		In-Kind			
Coordinator		In-Kind			
Tech. Specialist	39%	\$19,500.00	\$32,479.30	\$17,136.25	\$49,615.55

Invoices to be sent to:

Denise Dion, Analyst
Office of Research and Sponsored Programs
CSU, Chico
Chico, CA 95929-0870
Email: ddion@csuchico.edu

Eileen Ross, Grant Project Assistant
Office of Outreach, Research and Grants
College of Communication and Education
CSU, Chico
Chico, CA 95929-0465
Email: eross@csuchico.edu

Cost Share Verification to be sent to: Joleen Barnhill, CME Grant Coordinator
Office of Outreach, Research and Grants
College of Communication and Education
CSU, Chico
Chico, CA 95929-0465
FAX: 530-898-6130
Email: jbarnhill@csuchico.edu

SUTTER COUNTY SUPERINTENDENT OF SCHOOLS
Memorandum of Understanding
2015-2016 School Year

THIS MEMORANDUM OF UNDERSTANDING establishes a formal financial and program delivery agreement to be entered upon beginning this first day of July, 2015. The parties to this contract are the Tri-County Regional Occupational Program hereinafter to be referred to as "**Tri-County ROP**", acting as the agent of the Sutter County Superintendent of Schools and the **Marysville Joint Unified School District**. The **Marysville Joint Unified School District** is located at **1919 B St. Marysville, Ca 95901** and is hereinafter to be referred in this document as the "District". Should legislative action, either State or Federal, create the need to alter the terms of this agreement, the agreement shall be null and void and a new MOU will be developed reflecting changes in the law. Both Tri-County ROP and the District agree to all of the following contract provisions:

A. ADMINISTRATION AND COORDINATION

The District Will:

- (1) Provide Career Technical Education services to Tri-County ROP programs under their jurisdiction.
- (2) Direct and coordinate the operation of all Tri-County ROP programs under the terms and conditions of the Tri-County ROP Board Policy and Regulations and in compliance with the California State Plan for Vocational Education, and all applicable codes and sections of Title V, California Administrative Code, federal law and the Education Code.
- (3) Collaborate with Tri-County ROP by providing administrative services, including: counseling, admission, submitting attendance, and providing achievement records in the same manner as those maintained for any student in the District. The District agrees to supervise and evaluate ROP teachers, classified staff, instructional programs, budget development and management, recruitment of students into ROP programs, guidance and counseling of students and other functions required by Tri-County ROP Board Policies and Procedures.
- (4) Work with the Tri-County ROP Director and administrative staff when implementation of curriculum changes are necessary or new laws or programs create changes that need to be implemented including provisions outlined in new grant funding.
- (5) Submit data required for the efficient operation of Tri-County ROP which may include course changes, budget revisions, master schedules, bell schedules, enrollment reports, attendance reports, and follow-up information.

(6) Maintain an inventory of capital outlay items purchased with funds provided by the Tri-County ROP at the district office. All changes in ROP inventory must be reported to the ROP administrative office within 30 days as per Tri-County ROP #3017.1.

(7) Teachers must organize Employer Advisory Committees for each course that receives ROP funding. Membership of this committee must include a majority of business/industry representatives who have expertise related to the course(s) being taught. Students, instructional aides, and teachers from other classes may attend but are not considered part of the committee for quorum purposes. Employer Advisory Committees must meet at least once a year and the meeting memorialized by written minutes that are to be submitted to the ROP administrative office no later than **April 1, 2016**. All ROP teachers separately or in partnership with teachers in like industry cluster areas, must participate in an advisory committee.

(8) Each District must have a representative attend the Tri-County ROP Steering Committee meetings scheduled five times per year and other meetings as required. An alternate may be appointed to attend the Steering Committee Meetings in place of the site administrator or superintendent and vote in the absence of the regular district representative. **A District representative or alternate must be present at Steering Committee meetings a minimum of 4 meetings a year or the District may lose funding as per Tri-County ROP Policy #3013.2**

The Tri-County ROP will:

(1) Provide the member District with assistance in the administration and coordination of programs at district sites.

(2) Provide the District with technical assistance so that the District remains in compliance with ROP policies and procedures and all education codes, administrative codes, and federal law.

(3) Provide site administrators and other District personnel with assistance in the recruitment of students through maintenance of the Tri-County ROP website; assist with development of new courses and curriculum; assist in the recruitment of teachers and other staff when requested; and meet with teachers and other ROP staff before the start of new school year to provide an orientation to the new year, including providing information on changes in the Career Technical Education delivery system and how those changes will be implemented.

(4) Seek out and apply for, as appropriate, grant funding that will benefit school sites, teachers, and students on behalf of the Tri-County ROP member districts. Tri-County ROP would then assist in the implementation of new grant funding at each affected site.

(5) Submit data gathered from sites for the purpose of securing grants, complying with grant requirements, providing information useful for the District's Local Control Accountability plan, providing sites with useful enrollment and demographic information, and reporting to state

agencies and other entities when required to protect the District's fiduciary and program interests.

(6) Maintain an ROP wide inventory system and ensure compliance with inventory policies and procedures. This would include inventory audits.

(7) Provide templates for securing ROP advisory committee minutes and attend ROP advisory committee meetings wherever possible.

(8) Will ensure the Director serves as Ex-Officio Secretary of the ROP Steering Committee, schedules Steering Committee meetings, organizes and schedules special Ad Hoc committees and meetings when necessary to deal with budget and other program issues, and provide oversight of the ROP Budget.

(9) Meet with counseling staffs from the local community college and member high school districts at least annually to provide undated information, detail available services, improve articulation between high schools and the community college and provide other capacity building activities at they relate to improving the local Career Technical Education delivery system.

B. INSTRUCTION:

District Assurances

(1) The District is a public school district with extensive capabilities and experience in career-technical education and training and employs teachers holding valid California teaching credentials for each career technical education program taught under this contract.

(2) The District provides facilities that meet requirements of state and local safety and health regulations and its equipment and instruction material are adequate and suitable for the courses offered and the number of students in attendance.

(3) The District declares its financial resources are adequate to insure full funding of its contribution to the total ROP budget as outlined in the attached budget summary.

(4) By signing this agreement with the Sutter County Superintendent of Schools, the District acknowledges that its participation is with all the signatory districts of this agreement and that it assumes all the rights, duties, and obligations with respect to participating in Tri-County ROP.

(5) The District maintains current, accurate records of students' attendance and progress and consents to inspection by authorized representatives of Tri-County ROP for purposes of audit compliance and other factors.

(6) Career Technical Education courses that the District wishes to offer using ROP funding must be approved by the Sutter County Board of Education as the LEA providing over-site of the program. New courses including a course description, an outline that includes units of study and hours per unit of study, and evidence that there is a need for the course must be included in the minutes of an Advisory Meeting in which the new course was discussed,. The new course information is due to the Tri-County ROP administrative office no later than **June 1**, in order for the course to be approved to begin in the fall semester of the next school year.

Tri-County ROP Assurances:

(1) Tri-County ROP will create opportunities for teachers representing member districts to have access to a myriad of professional development opportunities that will help maximize their effectiveness in the classroom.

(2) Tri-County ROP will assist teachers in the development of curriculum for new courses and update curriculum for current courses to ensure that all CTE/ROP courses offered at member sites are aligned with State CTE Standards and are eligible for A-G designation whenever possible.

(3) Tri-County ROP will provide certificates of completion for each course taught and will provide them to the teacher(s) who request them. Certificates will only be awarded to students who have completed course requirements. Tri-County ROP will work with teachers and advisory committees to update certificates that reflect changes in the local and regional labor market, ensure alignment with Model Curriculum Standards, Common Core, State CTE standards and meet any State authorized definition of a high quality CTE program.

(4) Tri-County ROP will participate in CTE District Advisory Committees where appropriate and work with area businesses, the local Chamber of Commerce, the Workforce investment Board, and other workforce agencies to help create work-based learning opportunities for students that are aligned with career pathway development.

(5) The administration of Tri-County ROP will provide member district administrators, teachers, counselors and other appropriate staff with information specific to Career Technical Education, best practices, and proposed changes in federal and state education laws. This will occur as a result of ROP administrations membership and participation in the Association of California School Administrators, CCSESA , the California Association of Regional Occupational Centers and Programs, and other groups that advocate for Career Technical Education in California.

(6) Administrative staff from Tri-County ROP will visit the field at least twice per year and whenever requested to observe operations, and work with school administrators, teachers and counselors to offer assistance in creating the strongest CTE programs possible at each site.

(7) Tri-County ROP will assist districts by working with teachers and local community colleges to ensure courses are articulated, wherever possible, as well as providing other high school to college transitional services for students.

(8) Tri-County ROP will lead the effort to institutionalize a Career Ready Certification Program; provide a myriad of assessment tools and strategies to measure student progress, certify student achievement as it relates to meeting industry standards, and include the academic rigor that is the cornerstone of the Common Core, Model Curriculum Standards and State CTE standards as well as meeting a state approved definition of a high quality CTE program. Tri-County ROP will work with districts to ensure STEM instruction is embedded in as many pathways as appropriate.

BUDGET OVERVIEW

District Agreement:

(1) For the 2015-2016 school year, the District agrees to fully fund its share of the overall site ROP budget as identified below. District expenditures are to be identified on the attached Tri-County ROP Budget and Expenditure Schedule A. The District contribution to the operation of Tri-County ROP will be **\$298,077.60**. This total represents the balance of the funds the District will not receive from Tri-County ROP and when added to the 2015-2016 contribution from Tri-County ROP, equals the amount allotted to the district in 2014-2015. Please note the maximum allowed expenditure for administration is 3% of the total combined allocation for 2015-2016.

(2) Funds contributed by the District are to be identified in the allowable categories as identified on the Budget and Expenditure Schedule A. Allowable expenditures include salaries (classified and certificated), employee benefits, administration, supplies, instructional materials, services/operational costs, and capital outlay. All funds must be accounted for by providing the ROP business office with documentation that will verify all District expenditures on ROP courses no later than **June 30, 2016**. If documentation is not provided for any portion of the required district amount, as identified in the Budget and Expenditure Schedule A, the amount not verified will be deducted from the funding provided from the ROP contribution of the overall budget.

(3) Funds spent with the District contribution to ROP must be spent on ROP courses approved prior to 2015-2016 and operated by the District. Course changes are permitted as long as the courses are ROP approved and do not supplant a District funded program.

(4) While it is the desire of the Tri-County ROP that each site maintain its allotment of course sections to give students broad exposure to Career Technical Education course offerings, spending the funds on fewer ROP classes may be allowed with approval of the ROP Director and the Sutter County Superintendent of Schools. This may occur, for example, if a district desires to invest more funding in fewer sections in an effort to develop pathway programs that are at a

minimum, sequenced, rigorous, meet model curriculum standards, are STEM focused, are likely to produce industry based certification, and are articulated with local community college(s).

ROP/Agreement

(1) For the 2015-2016 school-year, the Tri-County ROP will provide the district with an allotment of **\$447,116.40**. This amount represents 60% of the funds the District received from Tri-County ROP in 2014-2015 school year. This allotment along with the District contribution of **\$298,077.60** provides the District a total of **745,194.00** to operate thirty-six sections of ROP.

(2) As with its own contribution to the ROP, the District, at its discretion, will decide how ROP funds will be expended in each category for each section of ROP offered at the site. The District will identify those expenditures on Tri-County ROP Budget and Expenditure Schedule A. In the case of the ROP contributions, the ROP will reimburse the district using the following guidelines: reimbursements for the ROP contribution may occur twice per year, 25% or less by **January 1, 2016** and the balance by **June 30, 2016**. As has always been past practice, back-up documentation must accompany all billings for allowable costs only. ROP reserves the right to deny reimbursement for items that fall outside allowable parameters.

BOTH THE DISTRICT AND TRI-COUNTY ROP AGREE TO THE FOLLOWING

In the event California State or Federal law substantially changes the current funding delivery system for CTE purposes in California and substantially changes the ability for either party to meet the obligations created by this agreement; this agreement will be declared null and void and a new MOU acceptable to both parties may/shall be developed and signed by the contracting parties, the District and the Tri-County ROP. By signing this agreement, both the district and the Tri-County ROP are acting in good faith based on the current funding model created and currently in force under the LCFF. Receipt of the California Career Pathways Trust (CCPT) grant, if awarded, by the Sutter County Superintendent of Schools, shall have no effect on this MOU and districts will receive CCPT funding and as per the terms of the grant submitted on their behalf.

SIGNATURE PAGE

Sutter County Supt. of Schools

Date

District Superintendent

Date

Director, Tri-County ROP

Date

Principal (optional)

Date

Principal (optional)

Date

RECEIVED

P.O. Box 551
Marysville, CA 95901
March 5, 2015

To the honorable Board of Trustees for MJUSD:

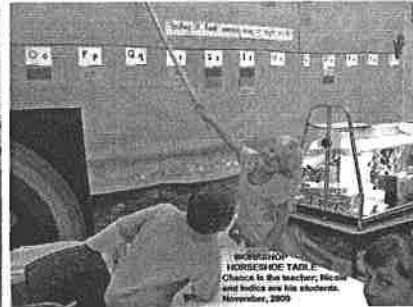
I would like to announce and have you accept my retirement from my teaching position as of June 30, 2015. I have worked for MJUSD since 1988 and for three years elsewhere before that. With these 30 years behind me I will look back with great fondness for my years of work, especially in first grade at Covillaud Elementary School since 1989. I've been blessed to work under our principal, Doug Escherman. Our entire school population is treated like family.

I'd like to be remembered as the teacher who put into practice the motto of our district, "Connecting students to success – Home, School, Community," my own words which won the district logo design contest. Teaching has been rewarding, creative, and a gigantic part of my life. I feel I can retire with honor for service well done and appreciate the opportunities given to me by the Marysville Joint Unified School District.

I'd like to participate in the Early Retirement Incentive program.

I owe you an enormous thank you,

Janet Burton



Mr. Potway talks to the first graders about his job as a chef. Jan., 2010



Thank you, Mrs. MacGregor. June 1, 2010



MJUSD
Personnel Dept.

MAR 04 2015

RECEIVED

March 3, 2015

Mr. Ramiro Carreon

Assistant Superintendent, Personnel Service

Marysville Joint Unified School District

Dear Mr. Carreon:

I am writing to inform you of my intention to retire as of June 30, 2015. I have greatly enjoyed my years with MJUSD and Lindhurst High School. I will miss my students and colleagues, but it is time for the next phase of my life.

Sincerely,



Gwendolyn Cathey, MA

Education Specialist

Lindhurst High School

Cc: Bob Eckardt

Toni Vernier

Jed Nunes



Marysville Joint Unified School District

1919 B Street • Marysville, CA 95901

(530) 749-6114 • Fax (530) 742-0573

MJUSD

Personnel Dept.

MAR 11 2015

RECEIVED

March 11, 2015

To: Gay Todd, Superintendent

Dear Dr. Todd,

Please accept this letter as formal notification that I am resigning from my position as Assistant Superintendent of Business Services. I am resigning due to recurring family reasons that remain unresolved and require me to relocate back down to Southern California. Per contract, I am to give sixty days' notice. Sixty days' notice would make my last day of employment May 10, 2015 with my last work day May 8, 2015. Subject to your approval, I am requesting my last day employment be April 26, 2015 with my last work day April 24, 2015.

I cannot thank you enough for the tremendous opportunity provided to me to serve as the Assistant Superintendent of Business Services. I almost left in the fall and through the Board's and your support was able to stay. It has always been my desire to stay but, unfortunately, the family reasons I mentioned above persist and I must return to Southern California. The support provided by the Board, fellow administrators, staff and you has been extremely generous. The district and this community are amazing and I am deeply disappointed that I will not be able to serve here for many years. The relationships I have developed with you and others in this district will be cherished for the rest of my life. I hope I was able bring about positive changes that will benefit the district well into the future. I am eternally grateful to this district and all the wonderful people who value the incredible students we serve.

I intend to provide any and all assistance needed during this transition and again, cannot thank you enough for this opportunity.

Warmest regards,

Ryan DiGiulio

cc: Ramiro Carreón, Assistant Superintendent for Personnel Services

Board of Trustees

Jeff D. Boom
Frank J. Crawford
Anthony J. Dannible
Jim C. Flurry
Glen E. Harris
Bernard P. Rechs
Randy L. Rasmussen

District Administration

Gay Todd
Superintendent

Ramiro Carreón
Asst. Superintendent-
Personnel Services

Ryan DiGiulio
Asst. Superintendent-
Business Services

Ronald J Hans

1236 Portola Valley Road

Yuba City, CA 95993

ronjameshans@gmail.com

MAUSD
Personnel Dept
FEB 26 2015
RECEIVED

February 26, 2015

To whom it may concern,

Please accept this letter of resignation from the Technology Lead position at Johnson Park Elementary. I am grateful for the time spent working within Marysville Joint Unified School district and have grown professionally from the experience.

For professional growth, I have accepted a position within Yuba City Unified School District as a Computer Specialist. My last day at Johnson Park Elementary will be March 13, 2015.

Please let me know if I can do anything to help the transition of a new hire. Thank you for the opportunities you have given me.

Sincerely,



Ronald J Hans

Access Agreement for Monitoring Equipment

NOTE: Access agreement to be used for Implementer access where monitoring equipment is installed.

ACCESS AGREEMENT

INTRODUCTION

This agreement is between CLEAResult (Implementer) and Marysville Joint USD (Owner).
Name (print)

As used throughout this document, Implementer and Owner are individually referred to as "Party" and collectively as "Parties".

Implementer will identify, evaluate and assist with the implementation of cost-effective equipment upgrades at Owner's Facility through energy efficiency retrofits (Project).

Owner grants access to mjUSD facilities described below as "Facility".
Facility Name (print)

The Owner agrees to grant Implementer access to that Facility for the purposes of this Project.

Implementer is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

[Implementer] AGREES:

1. **Owner Convenience.** To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
2. **Installation.** To install, operate and maintain any test or monitoring Equipment necessary for the Project in a manner that is acceptable to the Owner.
3. **Costs.** To bear all of the actual costs associated with performing the Project.
4. **Compliance with Laws.** To comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
5. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner's Facility for published project reports, advertising, sales promotion or other publicity without the Owner's written approval.
6. **Removal.** To remove the Equipment upon completion of the Project, and to leave the Facility in substantially the same condition it was prior to the Project.

OWNER AGREES:

7. **Permission.** To permit [Implementer], or its subcontractors, to visit and monitor the Facility, and to install the Equipment for purposes of the Project.
8. **Access.** To permit [Implementer] reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner's employees and contractors to cooperate with [Implementer] in the conduct of this study.
9. **Equipment Ownership.** That Owner has no ownership, interest or title in the Equipment.
10. **Removal.** To permit removal of the Equipment at any time by [Implementer].
11. **Confidentiality.** Not to use the names or identifying characteristics of [Implementer] or PG&E for any advertising, sales promotion or publicity of any kind without prior written approval by [Implementer].

Email approved copy to: Josh.TIERNAN@CLEAResult.com

60 Stone Pine Road, Ste. 100 • Half Moon Bay, CA 94019 • Main 650.726.7628 • Fax 650.726.7620 • clearresult.com


CLEAResult



**Pacific Gas and
Electric Company®**

BOTH PARTIES AGREE:

12. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
13. **Term of Agreement.** The term of this Agreement is from January 1, 2014 to December 31, 2015.
14. **Termination.** Either Party shall have the right to terminate this Agreement at any time. In the event of termination, Implementer shall be granted access to the Facility in order to remove the Equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
15. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project, but Implementer shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.
16. **General.** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
18. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:			
IMPLEMENTER		CUSTOMER	
CLEAResult			
SIGN HERE		SIGN HERE	
Corey Grace			
Name (print)		Name (print)	
Program Director		Ryan Aquilio	
Title		Title	
60 Stone Pine Road, Suite 100		Asst. Superintendent Business	
Mailing Address		Mailing Address	
Half Moon Bay CA 94019		1919 B Street, Ste. 215,	
City State Zip Code		City State Zip Code	
Corey.Grace@clearresult.com		Marysville CA 95901	
Contact E-mail		Contact E-mail	
(650) 726-7772		ddigulio@mjud.com	
Contact Phone		Contact Phone	
3/5/15		(530) 749-6151	
Date		Date	
		3/24/2015	

This program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.


CLEAResult



**Pacific Gas and
Electric Company**

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AGREED AND ACCEPTED:	
IMPLEMENTER	CUSTOMER
CLEAResult	
SIGN HERE 	SIGN HERE
Corey Grace	
Name (print)	Ryan Aguilio
Title	Asst. Superintendent Business
Mailing Address	
Half Moon Bay CA 94019	1919 B Street Ste. 215
City State Zip Code	Marysville CA 95901
Contact E-mail	
Corey.Grace@clearresult.com	ddaguilio@mjusd.com
Contact Phone	
(650) 726-7772	(930) 749-6151
Contact Phone	
3/5/15	
Date	
	Date 3/24/2015

This program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.



CLEAResult

ANALYTICS RETROCOMMISSIONING (ARCx) PROGRAM

Benefits of ARCx

Remotely assess energy savings opportunities

Quickly identify and prioritize sites and projects

Understand energy consumption

Adjust usage to maximize building performance

Improve short- and long-term planning efforts

Monitor performance and savings results

Find hidden energy waste in schools

CLEAResult has partnered with software providers Agilis Energy and New Energy Technology to create the Analytics Retrocommissioning program, which uses advanced analytics combined with smart meter data to quickly identify low- and no-cost operational improvements in school facilities

Analytics retrocommissioning, ARCx, is a fast and data-driven method to identify and prioritize energy savings opportunities, and track results. While traditional retrocommissioning programs involve many hours of onsite engineering time to produce a snapshot of energy consumption, our ARCx program focuses on using customers' existing smart meter data to identify building insights based on actual energy patterns, including fluctuations throughout weekdays, holidays and out-of-school periods.

▲ An analytics approach to identify low-cost operational measures

The ARCx program offers free portfolio analysis and energy planning workshops to identify the sites with the most cost-effective energy savings opportunities from retrocommissioning and retrofit projects. Eligible sites will receive a free remote building assessment, an online customer portal to view energy consumption trending over time, project implementation support, and six months of ongoing data analysis and monitoring.

Efficiency recommendations focus on low-cost operational measures that typically pay for themselves within one to two years, with typical costs under \$20,000. Incentive levels for energy saved are \$0.08/kWh, \$1.00/therm and \$100/kW, capped at 100 percent of the total project cost.

▲ Eligibility requirements

Eligible customers are public K-12 school districts or local government municipalities and current PG&E gas and/or electric customers.

Site requirements are as follows:

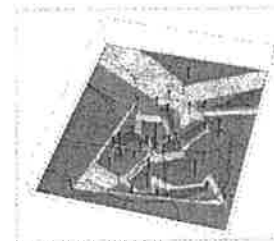
- Site must be screened for retrocommissioning suitability
- Site must be within the counties of Butte, Fresno, Kern, Kings, Lake, Madera, Marin, Mendocino, Merced, Monterey, Napa, Nevada, Placer, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, or Yuba

Customers outside of the assigned counties or above the square footage site restriction will be considered for program participation on a case-by-case basis or may contact CLEAResult for retrofit and retrocommissioning projects through the School Energy Efficiency, SEE, program.

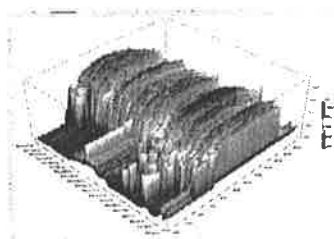
CLEAResult

Program phases

Portfolio rankings – conducted for participants who manage multiple facilities, CLEAResult uses historical meter data and an initial analysis to identify the buildings with the greatest potential for savings. This allows districts to save money and time by prioritizing schools with the greatest energy- and cost-savings potential.



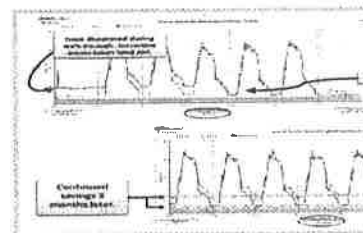
Portfolio rank quartiles graph
courtesy of Agilis Energy



Daily consumption graph courtesy of
Agilis Energy

Remote assessments for high opportunity schools – The ARCx program uses detailed analyses of 15-minute interval smart meter data, weather data and benchmarking against similar buildings to identify savings opportunities that optimize HVAC and lighting to match real-world occupancy schedules and seasonal weather patterns. Recommendations can focus on holiday and time-off schedules, allow for discrepancies in weather or special events, and recommend set-points and scheduling for heating and cooling systems. We then work closely with participants to develop action plans and provide help through project implementation.

Online energy dashboard and ongoing monitoring – Once recommended adjustments and installation measures have been completed, we provide an online energy dashboard and energy usage reports for six months post-implementation to schools who want to engage site staff in continued energy use monitoring. Our team offers staff training to quickly identify energy pattern issues and we support students and teachers in understanding their school's energy usage.



Ongoing monitoring graph courtesy of
New Energy Technology



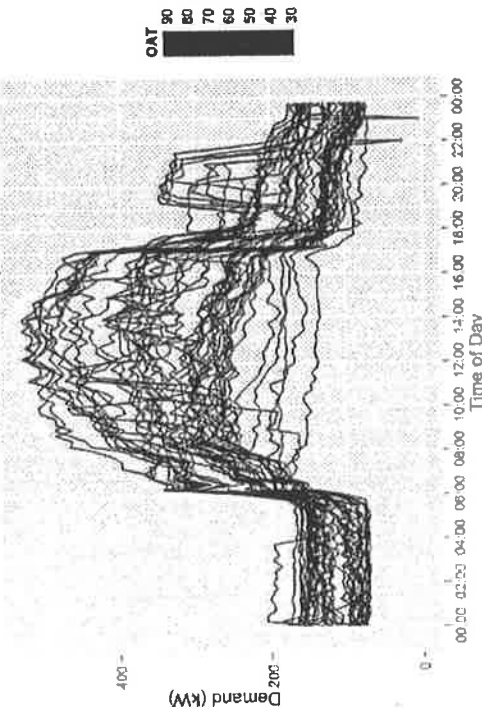
Talk to us

Learn how CLEAResult's ARCx program can help you with energy management so you can focus on your core mission: Education. Contact us at 650.712.2016 or Prop39@clearresult.com.

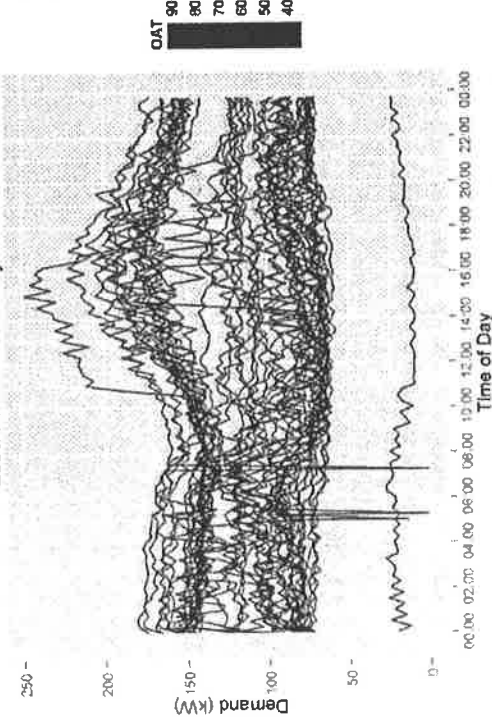
Marysville Joint Unified School District Lindhurst High (4446 Olive Ave, Marysville, CA) Electrical Data – Interval Analysis – ONE PAGER

Prepared by CLEAResult
 PG&E Analytics RCx Program
 2/2015
 Program Manager:
 emily.chueh@clearesult.com

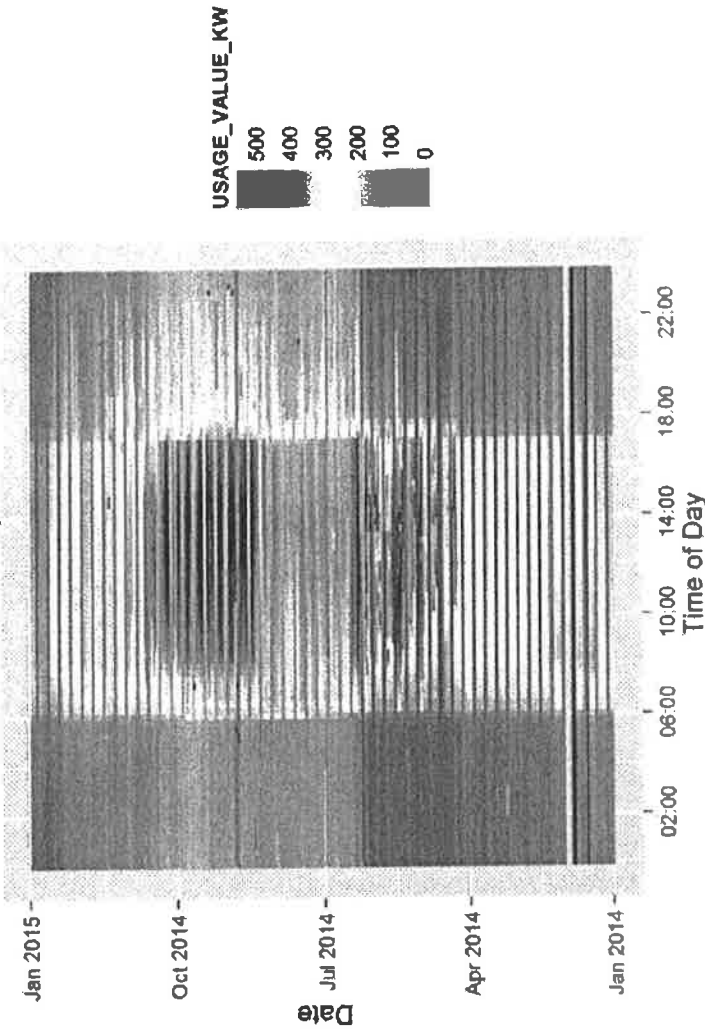
Load Profile - Tuesdays



Load Profile - Saturdays



Heatmap

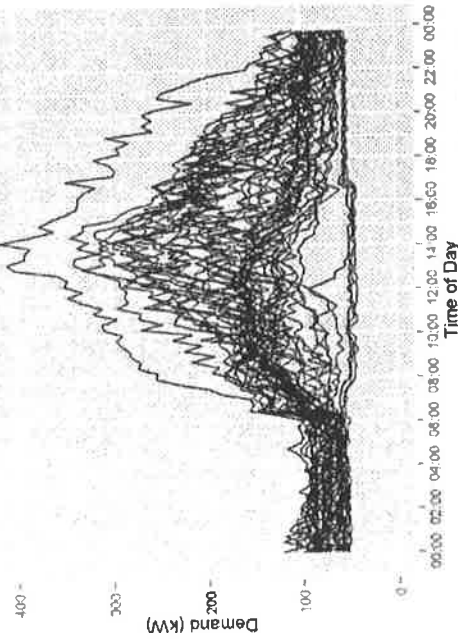


The ARCx Program uses interval analysis to opportunities to reduce HVAC usage during unoccupied periods (nights, weekends, holidays), and offers incentives for Retrocommissioning work.

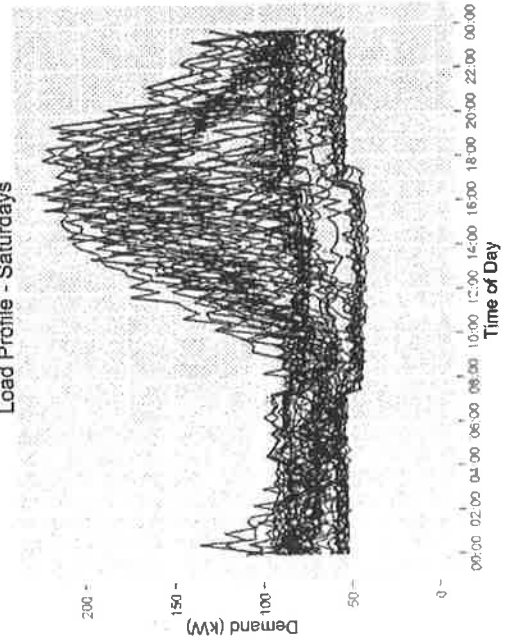
Marysville Joint Unified School District (1580 McGowan Parkway, Marysville, CA) Electrical Data – Interval Analysis – ONE PAGER

Prepared by CLEAResult
PG&E Analytics RCx Program
2/2015
Program Manager:
emily.chueh@clearresult.com

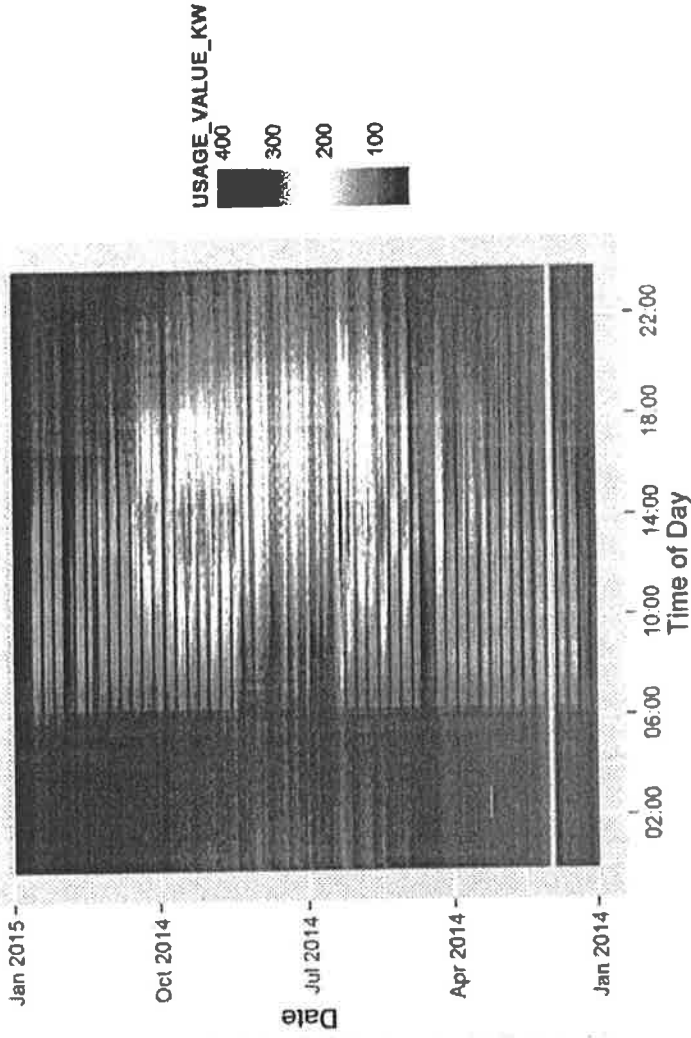
Load Profile - Tuesdays



Load Profile - Saturdays



Heatmap



The ARCx Program uses interval analysis to opportunities to reduce HVAC usage during unoccupied periods (nights, weekends, holidays), and offers incentives for Retrocommissioning work.

Manas Signs
1589 Cress Way
Olivehurst, CA 95961
530-701-5781
manassigns@gmail.com

8146/1
one time
Estimate

Date	Estimate #
3/10/2015	645

Name / Address
MJUSD Facilities

Item	Description	Qty	Rate	Total
Room ID	6 x 13" Room Signs for SUTS Portables toffice (numbering is not currently up to standards nor sequential).	8	141.00	1,128.00T
			Subtotal	\$1,128.00
			Sales Tax (7.5%)	\$84.60
			Total	\$1,212.60

34

181062

Bo T 3/24/2015

8/4/01
one time



**6 x 13" 1/4" Modified Acrylic
Alternative Blue Background
Alternative Bright White Lettering
Countersunk Screw Holes / Tork
ADA Inlay / Clear Braille**

35

pg. 2 of 2

FIRST FIVE YUBA COMMISSION

CONTRACT NO: 14-116

THIS AGREEMENT ("Agreement") is made this 24th day of March 2015 by and between the FIRST FIVE YUBA COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a public agency with its principal place of business at 1919 B Street, Marysville CA 95901 ("Provider"), individually referred to herein as a "party" and collectively as the "parties."

RECITALS

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

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

WHEREAS, Provider has successfully proposed Strategies to further the result areas in THE FIRST FIVE YUBA STRATEGIC PLAN; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work proposed in the Statement of Delivery, submitted on August 28, 2014 which is attached hereto as **Exhibit D** and incorporated herein by reference.

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

AGREEMENT

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

2. STATE OF DELIVERY

A. Provider agrees to use the funds awarded under this Agreement to pay for the services specified in its Scope of Work (**Exhibit A**) for its Happy Tooth Mobile ("Vehicle").

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

(including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

C. Provider represents that it has, or will secure at its own expense, all personnel required to perform the services indentified in the Scope of Service. All such services shall be performed by Provider or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Ronda Bowers shall be Provider's project administrator and shall have direct responsibility for management of Provider's performance under this Agreement. No change shall be made in Provider's administration without the Commission's prior written consent.

D. Provider will use its best efforts to maintain the Vehicle and all equipment contained within it as recommended by the vehicle or equipment manufacturer. Provider shall also perform any repairs or maintenance to the Vehicle that appear prudent or reasonably necessary based on use and appearance, regardless of whether the manufacturer recommends such repair or maintenance. Provider acknowledges that although the Commission has authorized the use of additional funds to make necessary repairs due to catastrophic equipment failure, the Commission is under no obligation to spend those funds, and Provider must use every effort to avoid catastrophic failure to the Vehicle or its equipment.

E. In the event that the Vehicle is no longer mobile, Provider shall seek to obtain a suitable site for permanent location of the vehicle, and shall take whatever steps are reasonably necessary to continue use of the Vehicle as a stationary dental services facility serving children within Yuba County.

3. **CONTRACT TERM.** This Agreement shall begin on the date written above and shall terminate on June 30, 2016, which means that all work required by this Agreement shall be completed by that date.

4. **TOTAL PRICE CEILING.** Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000). FIFTY THOUSAND (\$50,000) shall be used for general maintenance, program materials, advertising and shoreline power for fiscal years 2014-15 and 2015-16. The Executive Director, at her sole discretion, may spend up to an additional FIFTEEN THOUSAND (\$15,000) for purposes of necessary repairs due to catastrophic failure of the vehicle or equipment. This additional reserve funding shall be secondary to any insurance coverage which may apply to repair or replace equipment which has failed.

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

6. METHOD OF PAYMENT.

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

PERIOD	END OF PERIOD	EVALUATION REPORTS DUE	FISCAL REPORTS DUE
1 st Quarter of fiscal year	September 30 th	October 10 th	October 20 th
2 nd Quarter of fiscal year	December 31 st	January 10 th	January 20 th
3 rd Quarter of fiscal year	March 31 st	April 10 th	April 20 th
4 th Quarter of fiscal year	June 30 th	July 10 th	July 20 th

The required Expenditure & Progress Report form is set forth in **Exhibit B** and may be modified by the Commission from time to time.

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

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

7. INSURANCE.

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

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

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

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

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

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

8. ASSIGNMENT AND SUBCONTRACTS.

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

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

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

9. EVALUATION.

A. Provider shall collect data as required for evaluation purposes in a format defined by Commission staff and evaluator and **submit quarterly via e-mail** to Commission staff by the

10th, of the first month following the end of the quarter, meaning that for the quarter ending on March 31st, data shall be submitted by April 10th of that year.

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

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

D. Provider agrees to work collaboratively with other First Five Yuba funded projects,

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

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

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

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

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

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

12. **MUTUAL INDEMNIFICATION.** Each party (the "Indemnifying Party") agrees to indemnify, defend (with counsel selected by the Indemnifying Party and reasonably acceptable to the other party) and hold harmless the other party (the "Indemnified Party") from all claims arising from the alleged negligent acts or omissions of the Indemnifying Party in connection with this Agreement, except for the sole active negligence, willful disregard or intentional acts of the Indemnified Party. As used in this Agreement, the term "claims" means any and all actions, causes of action, claims, attorney's fees, costs, demands, lawsuits, liens, and liabilities of any kind or nature in law, equity or otherwise, which are hereafter asserted by any third party against the Indemnified Party based on the acts or omissions of the Indemnifying Party.

Provider agrees to immediately notify Commission staff if any legal action is filed against Provider related to work funded by this Agreement.

13. **CONFIDENTIALITY.**

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

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

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

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

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

Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.

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

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

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

16. NONDISCRIMINATION.

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

B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24,

1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

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

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

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

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

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

21. **SUSTAINABILITY.**

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

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

public sources, including governmental, corporate, and charitable sources, and soliciting donations.

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

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

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

FIRST 5 YUBA
1114 Yuba Street, Suite 147
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
Student Services Department
ATTN: Tony Vernier
1919 B Street
Marysville, CA 95901

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

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

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

26. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to

by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

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

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

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

[Remainder of page intentionally left blank.]

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

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Gay Todd, Superintendent of Schools

Date

Bernard P. Rechs, President
Board of Trustees

Date

Board Approved Date: 3/24/15

FIRST FIVE YUBA COMMISSION

Commission Chair

Date

Approved as to Form:

Commission Counsel

Date

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EXHIBIT A

SCOPE OF WORK

MJUSD Performance Measures

Strategic Plan Priority: Improve the Health of Children
 Commission's Goal: All Children maintain optima health
 Agency: Marysville Joint Unified School District
 Project: Yuba County Mobile Dental Clinic
 Term: 11/01/2014 – 6/30/2016
 Amount: \$50,000

PROGRAM OUTCOMES			
F5Y area (indicator)	Population measurement (tool)	Participant improvement area (indicators)	Participant measurement (tool)
Increase access to oral health services	The percent of children with a dental visit in the last 12 months, according to State Denti-Cal data.	1. Increased number of children receiving annual dental screenings and appropriate follow-up care	Previous year's annual report
PROGRAM DELIVERY			
Service/Activity	Service Level Targets		Data Collection
Children Dental Screenings	1,400 children screenings per yr, 35% are 0-5		Compliance Report
Care Coordination	35% of all follow-up appointments are for prophylaxis/fluoride varnish and fillings		Compliance Report
Oral Health Education	10 preschool and kindergarten classes per school yr		Compliance Report - Event Log
Routine Maintenance	As recommended by vehicle and equipment manufacturers		Compliance Report
Target Population	Yuba County children 0-5 and families members; ethnicity; primary language		Participant Count Form
Fiscal Record Keeping	Quarterly submission of reimbursements		Itemized Budget Expenditure Report

EXHIBIT B

EXPENDITURE & PROGRESS REPORT FORM

2014-2015 Itemized Budget Expenditure Report

Contractor Name:	Marysville Joint Unified School District				
Program Name:	Yuba County Children's Dental Van				
Mailing Address:	1919 B Street, Marysville, CA 95901				
Phone:	530-682-7408				
Agreement Number:	14-116				
Agreement Period:	11/1/14 -6/30/16				
Reporting Per/Inclusive Months:	November 1, 2014 - June 30, 2015				
Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
General Maintenance	0.00	0.00	15,000.00	15,000.00	0.00%
Program Materials/Outreach	0.00	0.00	1,800.00	1,800.00	0.00%
Advertising/Signage	0.00	0.00	1,200.00	1,200.00	0.00%
Shoreline Power	0.00	0.00	7,000.00	7,000.00	0.00%
Total Project Expenses	0.00	0.00	25,000.00	25,000.00	0.00%

2015-2016 Itemized Budget Expenditure Report

Contractor Name:	Marysville Joint Unified School District				
Program Name:	Yuba County Children's Dental Van				
Mailing Address:	1919 B Street, Marysville, CA 95901				
Phone:	530-682-7408				
Agreement Number:	14-116				
Agreement Period:	11/1/14 -6/30/16				
Reporting Per/Inclusive Months:	November 1, 2014 - June 30, 2015				
Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
General Maintenance	0.00	0.00	15,000.00	15,000.00	0.00%
Program Materials/Outreach	0.00	0.00	1,800.00	1,800.00	0.00%
Advertising/Signage	0.00	0.00	1,200.00	1,200.00	0.00%
Shoreline Power	0.00	0.00	7,000.00	7,000.00	0.00%
Total Project Expenses	0.00	0.00	25,000.00	25,000.00	0.00%

EXHIBIT C
EVALUATION PLAN



Compliance Report - Quarterly Milestones

Start Date - End Date	11/01/2014 – 6/30/2016
First Five Yuba Funded Program	MJUSD - Happy Tooth Mobile

Milestone 1: Dental Screenings

Please provide the following information for Yuba County children receiving dental screenings each quarter. In addition please provide a breakdown of location of residence for all clients for whom residence is know.

	Total # unduplicated child count (Target: 1,400 per yr)	# of Children 0-5 (Target: 35%)	# of children returning for service from previous yrs	# of full days in service	# dental procedure delivered
Oct-Dec 2014 Qtr 2					
Jan-Mar 2015 Qtr 3					
Apr-Jun 2015 Qtr 4					
Jul-Sep 2015 Qtr 1					
Oct-Dec 2015 Qtr 2					
Jan-Mar 2016 Qtr 3					
Apr-Jun 2016 Qtr 4					

Milestone 2: Care Coordination

Please provide the number of children receiving a follow-up appointment or a referral each quarter.

	# of Children with follow-up appointment/referral	# of Children 0-5 with follow-up appointment/referral	# of Children completed treatment
Oct-Dec 2014 Qtr 2			
Jan-Mar 2015 Qtr 3			
Apr-Jun 2015 Qtr 4			
Jul-Sep 2015 Qtr 1			
Oct-Dec 2015 Qtr 2			
Jan-Mar 2016 Qtr 3			
Apr-Jun 2016 Qtr 4			

Milestone 3: Oral Health Education

Please provide the number of preschool or kindergarten oral classes receiving oral health education and the total number of children participating each quarter. **Please submit your Event Log with your quarterly compliance report.**

	# of Preschool or Kindergarten Classes (Target: 10 pr yr)	# of Children with Participating	
Oct-Dec 2014 Qtr 2			
Jan-Mar 2015 Qtr 3			
Apr-Jun 2015 Qtr 4			
Jul-Sep 2015 Qtr 1			
Oct-Dec 2015 Qtr 2			
Jan-Mar 2016 Qtr 3			
Apr-Jun 2016 Qtr 4			

EXHIBIT C
EVALUATION PLAN

Milestone 4: Maintenance	
Please report on the routine maintenance performed during each quarter.	
Oct-Dec 2014 Qtr 2	
Jan-Mar 2015 Qtr 3	
Apr-Jun 2015 Qtr 4	
Jul-Sep 2015 Qtr 1	
Oct-Dec 2015 Qtr 2	
Jan-Mar 2016 Qtr 3	
Apr-Jun 2016 Qtr 4	

Milestone 5: Other Sources of Support		
<u>In-Kind Support:</u> Please list all in-kind contributions (these are non-cash contributions such as volunteer hours, use of rooms, free and reduced-price school lunches, surplus food, vaccinations, public education and assistance, etc.) Do not assign monetary values to In-kind support, and do not report this in the "Leveraged Funds" section.		
Period	List Goods or Services	Source/Agency Name
Oct-Dec 2014 Qtr 2		
Jan-Mar 2015 Qtr 3		
Apr-Jun 2015 Qtr 4		
Jul-Sep 2015 Qtr 1		
Oct-Dec 2015 Qtr 2		
Jan-Mar 2016 Qtr 3		
Apr-Jun 2016 Qtr 4		

<u>Leveraged Funds:</u> Please list and describe all non-F5Y funding sources and amounts that support the project. (i.e., United Way financially supports the project in Q2; provide total amount, what it's used for and the amount match with F5Y funding because of the support.)					
Period	Partner/Agency Name	Description of Match	Amount of Match Rec'd	Amount of Match Contributed by F5Y	Total Activity Amount
Oct-Dec 2014 Qtr 2					
Jan-Mar 2015 Qtr 3					
Apr-Jun 2015 Qtr 4					
Jul-Sep 2015 Qtr 1					
Oct-Dec 2015 Qtr 2					
Jan-Mar 2016 Qtr 3					
Apr-Jun 2016 Qtr 4					

EXHIBIT C
EVALUATION PLAN

Milestone 6: Success Stories

Family/Child Success Stories: These are stories about positive outcomes told from the parent's perspective. Stories told by actual service recipients are very powerful and help bring to life the depth and meaning of your work. Whenever possible Family/Child Success Stories should be crafted by the parents themselves. In order to encourage your clients to be the tellers of their own stories, please ask them to complete the PARENTS AS STORY TELLERS FORM.

In the event you want to tell a Family/Child Success Story and the parents are not willing to complete the Parents as Story Tellers Form, you may tell the story from your (the Grantee's) perspective. In doing so, please utilize the questions provided in the SUCCESS STORY QUESTIONS section.

Please indicated if you have included a Family/Child Success Story : ☐Yes ☐No ☐
Milestone completed

Grantee/Provider Success Story: These are stories told from the Grantee's or Service Provider's perspective and focus on the staff efforts that supported the client's success. When working with clients you often go above and beyond to give them the best services possible. Because of these "behind the scenes" efforts, programs are more effective, service barriers are eliminated or reduced, and the systems that serve clients are improved. We are interested in hearing these often-untold stories about how your staff members are making a difference -- not only in the lives of your clients -- but in the lives of their co-workers, and in the systems that serve children 0-5 and their families.

The Grantee/Provider Success story you tell will most likely include the basic client story in order to make sense, but it mainly **focuses on YOUR efforts** to provide quality services -- efforts that may or may not be visible to your clients. To help you tell your Grantee/Provider Success Story, please utilize the questions provided in the SUCCESS STORY QUESTIONS section.

Please indicated if you have included Grantee/Provider Success Story: ☐Yes ☐No ☐
Milestone completed

Milestone 7: Contractual Progress

Mid-Term: Utilizing your most recent, approved Scope of Work (SOW), please provide an update on each objective and activity for a six month reporting period. Indicate your progress and/or achievements in meeting target numbers established in your SOW. (For example, if your SOW states you will provide 30 families with 12 home visits each per year, please tell us how many home visits you provided to each family and the total number of families served. Be sure to report duplicated and unduplicated numbers.)

In addition please include the following:

- a) If you will not meet the target numbers established in your SOW, please describe why by providing a brief summary of any challenges, barriers or unusual developments and how you will address them or modify the activities to address them.
- b) Include a description of major activities that you intend to accomplish over the next six months (e.g., hiring staff and activities to be conducted).
- c) Identify any changes you anticipate to the Scope of Work over the next six months.
- d) Identify any technical assistance needed to support the success of this project.

Contract Term: Within six months of the end of your contract please describe your current plan for sustaining the project beyond F5Y's investment.

EXHIBIT C
EVALUATION PLAN



Participant Count Form

Program Name:

Report for Quarter:

1- Population Served <i>(Insert number of only new participants served this last quarter)</i>		
Children less than 3 years old		
Children from 3rd to 6th birthday		
Children ages unknown (birth to 6th birthday)		
Total children's population served	0	
Parents/guardians/primary caregivers		
Other family members <i>(i.e. children 6 and older, grandparents)</i>		
Providers		
Special Needs Children		
2- Ethnic Breakdown	Children	Parents/Guardians/ Primary Caregivers
Alaska Native/American Indian		
Asian/Hmong		
Black/African American		
Hispanic/Latino		
Pacific Islander		
White		
Multiracial		
Other (specify):		
Unknown		
Total	0	0
3- Primary Language Spoken in the Home	Children	Parents/Guardians/ Primary Caregivers
English		
Spanish		
Hmong		
Other (specify):		
Unknown		
Total	0	0

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EXHIBIT D

STATEMENT OF DELIVERY

MJUSD Dental Van Statement of Delivery

MJUSD and Peachtree Healthcare plan to keep the Yuba County Dental program mobile as long as reasonable. By continuing regular and thorough maintenance it is hoped the life of the generator and major mechanical components can be maximized.

To further extend the mobility of the program the district is looking at installing "shoreline" power where feasible to reduce generator dependence, costs vary depending on site and power requirements. Obviously the less expensive sites are being seriously considered and researched.

However, the future *mobility* of the dental clinic is uncertain in the event of catastrophic equipment failure such as the generator failure or other major breakdown (slide-outs for example). MJUSD and Peachtree Healthcare do not have the means or adequate resources to replace these major components. A reserve would enable the clinic to continue mobile services without a lengthy shutdown which would also considerably extend the mobile life of the vehicle.

In preparation for the time when the Dental Van is ready for retirement permanent clinic options on or near school sites are being explored. What is certain is our commitment to providing accessible dental treatment to Yuba County Children.

MJUSD Dental Van Expense Summary

General Maintenance (fuel, generator service, fill/empty tanks, misc.) **\$15,000/year**

Plus a reserve of **\$15,000** set aside in case of catastrophic failure would be optimum; this would cover slide-outs, a **new** generator, or major power train components.

The cost estimates for the "shoreline" power are anywhere from **\$5,000 to \$50,000** depending on what site and power requirements we choose. The district will further explore these options to extend the life of the Dental Van by reducing dependence/wear on the generator.

Outreach supplies (toothbrushes, paste, timers, flossers, incentives, teaching props, printing costs for flyers/brochures/enrollment packets, misc.) **\$1000 - \$2500/year** (depending on extent of donations)

Exterior vinyl signage/logos on the Dental Van are showing their age. Estimates range from **\$600 - \$2000**, depending if they only replace missing letters or a more complete face lift that includes replacing the worn/torn/faded logos. It is important to maintain a 'fresh' image for the integrity of the mobile clinic.

2014

MARY COVILLAUD ELEMENTARY SCHOOL
CHRISTMAS DONATIONS

MUSD SUPT. OFFICE
MAR 05 2015
RECEIVEDjm

ADOPTED STUDENTS/PRODUCT DONATIONS

NAME/ORGANIZATION/CONTACT	STUDENT ADOPTIONS	AMOUNT
Adept Solutions (Patty)	2	
All Seasons RV (Irene Fransen)	8	
Alliant Networking Services (Jason Gretsche)	5	
Bank of Feather River (Mandy Jones)	11	
Bates: Erin & Charly (Academy Mortgage)	3	
Big Bruce's Auto Glass (Sherry)	8	
Bishop's Pumpkin Farm (Ann Bishop)	1	
Burks: Marjorie	1	
Cal Pine (Lynzy Patterson)	15	
Cal Trans (Wendy Bishop)	17	

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Ellyson Chiropractic (David Ellyson)	10	
Fremont-Rideout Health Group (Dezira)	11	
French's Floor Fashions (Lisa)	4	
Golden 1 Credit Union (Cristina Garcia)	7	
Kimbrell: Holly (Rideout Hospital)	1	
Kirkpatrick: Nancy (FRHG)	1	
LinCare (Donna)	2	
Malucchi: Amanda (VC Probation)	1	
Hisidian Direct Insurance Services (Robert Cuevas)	1	
Pena: Cynthia (Pena Insurance & Tax Services)	1	
Rich, Fudge, Morris & Lane (Delerio: Nicole)	5	
Ripley: Robert	1	
Schools Credit Union (Kellie Rottman)	4	
Sierra Central Credit Union (Corrine Davis)	90	
Starbucks (Amy)	4	
Sunsweet (Alma Parham)	16	
Sutter Community Bank	10	

(Mary Anderson)			
Sutter Surgical (Tracy Hedrick)		20	
The Mitchell Family (Carly)		1	
Unique Writers (Angeliquea Passaglia)		35	
Walgreens (Christy Brown)		20	
YS Training Zone (Brenda)		4	
TOTAL STUDENTS ADOPTED		320	
Beale Air Force Base NCOIC Deployment Planning		Toys	
Douyon:Andre & Mr George		\$120.00 and six turkeys	
Mrs. Reefer		2 porcelaine dolls	
In-N-Out Burger		I backpack, Sleeping bag, T-Shirt, 4 Guest Checks, I Beanie	
San Francisco Giants		Brandon Crawford Sign ball, baseball cards	
Seattle Mariners		Signed photos and cards	
Raleys		\$50 gift card	
Bed Bath & Beyond		\$10 gift card	
Colusa Casino		\$500 WalMart gift	

Yuba City High School DECA	card	
ATT Pioneers	2000 Books	
So You Can Organization	275 Stockings	
St Joseph's Church	15 families	
John L Sullivan	5 families	
Marysville Fire Department	5 Families	
Save Mart	2 Families	
	Food Discount and bags	
VOLUNTEERS		
Frank & Janice Sorgea	Santa & helper	
LeBlanc: Mike, Kari, Dominic, Dane		
Gay Todd & Gayle Gallentine		
Barry Rounds		
Duane Robinson		
The Cannell Family		
Stephaine Biehle & Wyatt		
Yuba City High School DECA		
ATT Pioneers		
Fruit Jar Pickers Band		
Glen & Lanny Harris		
Jason Roper		
Brian Roper		
Covillaud Staff		
Mike Cooper		
Dan Cooper		

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Jessica Asurmendi		
Chris Conde		
Camp Singer Juveniles and Supervisors		
The Ricketts Family		
Carrie Cannell		
Jeff & Gail Terrien		
Panighetti: Kerry		
Jennifer Morasch and students		
Steve Roper		

2014

MARY COVILLAUD ELEMENTARY SCHOOL

CHRISTMAS DONATIONS

CASH/DONATIONS

*=ORGANIZATION/CONTACT ALSO ADOPTED STUDENTS

NAME/ORGANIZATION	AMOUNT
Adobe Animal Hospital	250.00
Augove: Jennifer & Harold Volb	25.00
Ashby Law Firm	50.00
Bearing Belt Chain Co	100.00
Beeler Tractor Company	75.00

Bevacqua: Ed		75.00
*Bishop's Pumpkin Farm		300.00
Bonanza Inn Hotel		100.00
Bordsen: Eleanor		
Boynton: Dr Jason		50.00
Butte Sand & Gravel		200.00
Capitano: Margaret		50.00
Carlos:		250.00
Sandra Acoountancy Corp		
Chapel of the Twin Cities		250.00
Chin: Dr. Michael		400.00
Cordano Spears Dental		100.00
Cote: Lorrie & Russell		50.00
Cresleigh Homes Corp		250.00
Crippen: Jerome & Associates		250.00
Davini: David & Sandra		25.00
Davis Auto Sales		20.00
Doersch: George R		500.00
Judge Kathleen O'Connor-Doersch		
Dragon Inn		200.00
Edwards: John		150.00
Fletcher & Associates		100.00
Freeman: Lynne A		100.00
*French's Floor Fashions		500.00
Frenzel: Jeanette		20.00
Gaynor Telesystems		50.00
Gold: Arnold & Kathleen		100.00
Hawkins Exteriors		100.00
Heslop: David & Sandra		300.00
Heslop: Robin		75.00
Hilbers		100.00

Iverson Orthodontics		50.00
Jones: Susan B.		50.00
Jordan: Lee Ann		100.00
Kachulis: Dr. Cassandra		15.00
Kennedy: Dr. Michael		300.00
Ketcham: Amy & Tod		150.00
Kiwanis Club of Marysville		250.00
Kiwanis Club of Yuba City		500.00
Lakeside Colonial Chapel		250.00
Linda's Soda Bar & Grill		50.00
Lyle: Wendy Dr.		50.00
MHM		150.00
Macbeth: Dr. Andrew		500.00
May: Jim Countertops		25.00
Marquez: Roberto		100.00
Marta: John		150.00
Marysville Plumbing		250.00
Meagher: Bill & Stacy		500.00
Nakashima: Dr. William		150.00
North State Staffing		50.00
Oakes: Paula		100.00
Olsen: Dr. Michael S		500.00
Panighetti: Kerry & Paul		200.00
Quattour Construction		500.00
R & D Foods		500.00
*Ripley: Dr. Robert		200.00

Robert Galligan & Associates		400.00
Rose: Dr. John		100.00
Rotary Club Of Marysville		500.00
Sehnert: Patricia S. & C. Fredrick		200.00
Sierra Pacific Management		100.00
Siller Chiropractic		100.00
Simpson: Richard & Claudia		500.00
Sirianni: Susan		50.00
Stocker: Hal & Leah		200.00
Stubblefield: Dr. Lewis		100.00
*Sutter Community Bank		250.00
Sutter Yuba Assoc of Realtors Food & Charities		1000.00
Teichert & Sons Inc		400.00
Ten, Haken, Hinz & Co		100.00
Tenney and Company		1000.00
Tindel: Irene & Gary		50.00
Tident Corporation		100.00
Troxel's Front Page		100.00
Ullrey Memorial Chapel		25.00
Union Lumber		250.00
Valley Wide Properties		300.00
Washington Square Coin Exchange		200.00
Wheeler Auto Center		250.00
Worrell: Rick		100.00
Yuba River Moulding & Millwork		75.00
Yuba Sutter State Farm Agents		500.00

TOTAL CASH				\$17,755.00
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EVENT BOOKING CONTRACT

PLEASE SIGN AND RETURN THIS CONTRACT TO:

Galaxy Mobile DJs

5928 Ranger Way

Carmichael, CA 95608

Cell: (916) 412-3398 Toll-Free: (877) 994-5994 Fax: (877) 994-5994

Email: matt@galaxymobiledj.com

Website: www.galaxymobiledj.com

Agreement made on 02/20/2015 between
Galaxy Mobile DJs and:

Joe Seiler (Cust #)
McKenney Intermediate School
1904 Huston St
Marysville, CA 95901
Home: 530-680-2024 Work: (530) 741-6187

Services Provided	Price
Middle School	\$600.00
(Qty 4) Extra speakers	\$0.00
(Qty 3) Wireless Microphone	\$0.00
Tax:	\$0.00
Total amount for services:	\$600.00

Deposit of \$0.00 is paid
Printed on 02/20/2015

To provide services for the above client on the date of 06/04/2015 between the hours of 5:00 PM to 9:30 PM for a Middle School to be held at the following location(s):

Joe Seiler in Marysville

Required Deposit of \$0.00.

WITNESSETH

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location.
2. Galaxy Mobile DJs hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
4. Galaxy Mobile DJs hereby agrees to render its professional services and is at all times to have complete control of his program.
5. The Parties hereby agree that the DJ service shall be provided and accepted on the following date(s) and time(s) of the engagement.
6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

The deposit amount is non-refundable and is required to secure the services of Galaxy Mobile DJs for the engagement. This amount shall be applied toward the Performance Fee. Services requested that exceed the outlined time frame will be charged at the rate of \$100.00 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Balance is to be paid in full on or before date of above mentioned event.

7. Galaxy Mobile DJs will make all attempts to accommodate specific DJ performer requests by the customer. However, Galaxy Mobile DJs cannot guarantee specific DJs will be available for this event, and will provide an equal / experienced backup in case of emergency.

Additional Terms and Conditions The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Galaxy Mobile DJs to find replacement entertainment at the agreed upon fees. Should Galaxy Mobile DJs be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Galaxy Mobile DJs liability shall be exclusively limited to an amount equal to the performance fee and that Galaxy Mobile DJs shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are non-refundable and is either (\$195) or (25%) of the total balance whichever is the higher amount. A service canceled between thirty (30) and zero (0) days prior to the event will forfeit the full balance (100%) immediately. Additionally PURCHASER has the right to reschedule the event within thirty (30) days of original date less the original paid deposit at the discretion of availability. PURCHASER also will be billed for parking when free parking is not available. This fee will be added to final bill.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages; 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Galaxy Mobile DJs compensation is in no way affected by inclement weather. For outdoor performances,

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Purchaser shall provide overhead shelter for setup area (to prevent rain and direct sun). The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Galaxy Mobile DJs staff or any equipment in its possession, Galaxy Mobile DJs reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Galaxy Mobile DJs shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Galaxy Mobile DJs resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Galaxy Mobile DJs reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Galaxy Mobile DJs with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Galaxy Mobile DJs requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

The Purchaser shall at all times have complete control, direction and supervision of the performance of Galaxy Mobile DJs at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Galaxy Mobile DJs performer. A written event/music planner or music request list must be received from the Purchaser and forwarded to Galaxy Mobile DJs at least two weeks prior to the date of the engagement for it to be included in Galaxy Mobile DJs programming guidelines. With or without the aid of an event/music planner or music request list, Galaxy Mobile DJs shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Galaxy Mobile DJs will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, Galaxy Mobile DJs retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Galaxy Mobile DJs. Purchaser shall be charged \$25 for each returned check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Galaxy Mobile DJs will be ready to perform at the start time of the engagement. No guarantee is made as to Galaxy Mobile DJs time of arrival; however, Galaxy Mobile DJs requests that they be permitted (60-90) minutes before the engagement and 45 minutes after the engagement for setup and takedown. Galaxy Mobile DJs also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires Galaxy Mobile DJs to complete setup more than one hour before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of California shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Placer County.

Purchaser agrees to defend, indemnify, assume liability for and hold Galaxy Mobile DJs harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Galaxy Mobile DJs performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of Galaxy Mobile DJs.

This agreement is not binding until signed by both Purchaser and Galaxy Mobile DJs has received it. Any changes must be written and signed by both the Purchaser and Galaxy Mobile DJs. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Galaxy Mobile DJs may elect not to exercise their rights as specified in this agreement. By doing so, Galaxy Mobile DJs does not waive their right to exercise those options at a future date.

Galaxy Mobile DJs may take photo and video footage. This may be used only for promotional purposes. If you do not give consent please print and return this contract with a line through this paragraph.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Agreed: Matthew Deth
Galaxy Mobile DJs Representative

Date: 3/10/2015

Agreed: _____ Date: 3/24/15
Client Signature

Ryan DiGiulio
Assistant Superintendent of Business Services

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Business Services Department
Approval: [Signature]
Date: 3/3/15



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 March 24, 2015 by and between Crusader Fence Company Inc. hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Six Thousand seven hundred and forty nine Dollars (\$ 6,749.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-13. This contract shall commence on April, 3, 2015 with work to be completed within Nine (09) consecutive days and/or by April 11, 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. _____

X 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:

X 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: Terry Biladeau Title: DIRECTOR OF MAINTENANCE Date: 3-9-15

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

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

____ Work Specs/Scope of Work Statement

____ Certificates of Insurance

____ Non Collusion Affidavit

____ Purchase Order No. _____

____ Contractor Certification Form - Attachment A

____ Terms and Conditions dated March 24, 2015 - Attachment B

____ Workers' Compensation Certificate - Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

____ Individual

____ Sole Proprietorship

____ Partnership

P Corporation

____ Other

TAX IDENTIFICATION

68-0307629

Employer Identification Number

Social Security Number

License No: 726547 Classification: C-13 Expiration Date: August 31, 2016

(District Use Only: License verified by Terry Biladeau, Director of Maintenance Date: Feb 25, 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: 3/5/15

Company Name: Crusader Fence Co., Inc

Address: 3115 Gold Valley Dr.
Rancho Cordova CA 95742

Authorized Signature: Robert Baker

Printed Name: Robert Baker

Title: President

Phone: 916-631-9191 Fax: 916-631-8989

Accepted by: _____

Signature of District Representative

Title: _____ Date: _____



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.

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

Dated: _____ (Company)

(Signature)

(Title)

(Complete only if pertinent)

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NOT
PERTINENT
(initials)



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).

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



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section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously

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

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

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

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



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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.



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

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

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

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

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public



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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 of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED
consisting of Article 1 through Article 21



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ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

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


Signature, Contractor's Authorize Representative


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

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



Marysville Joint Unified School District

ATTACHMENT D

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

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Cordua Fence Project
between the Marysville Joint Unified School District ("District" or "Owner") and Crusader Fence Company Inc. ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: _____

Title: _____

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



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Cordua Fence Project
between Marysville Joint Unified School District (the "District" or the "Owner") and Crusader
Fence Company Inc. (the "Contractor" or the "Bidder").

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

Date: 3/4/15
Proper Name of Contractor: Crusader Fence Co., Inc
Signature: [Signature]
Print Name: Hope Weber
Title: Office Manager

END OF DOCUMENT



CRUSADER FENCE CO., INC.

Crusader Fence Co., Inc.
Rancho Cordova, CA 95742-6588

3115 GOLD VALLEY DRIVE
(916) 631-9191 FAX (916) 631-8989

PROPOSAL/CONTRACT

Page 1
02/19/2015

Customer Information:

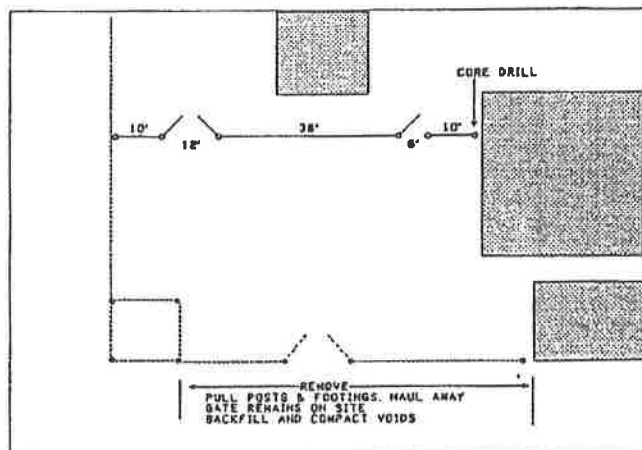
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B STREET
MARYSVILLS, CA 95901

Job Information:

CORDUA SCHOOL
TERRY BILADEAU (530) 682-9998
2830 HWY 20
MARYSVILLE

Notes:

- FURNISH AND INSTALL 76' OF 6' HIGH GALV CHAIN LINK FENCE INCLUDING 1-12' DOUBLE SWING GATE AND 1-6' SINGLE SWING GATE, BOTH WITH PADLOCKABLE HARDWARE. REMOVE AND HAUL EXISTING FENCE AS NOTED. REMOVAL AND NEW FENCE TO BE DONE ON SAME MOBILIZATION. PERMITS AND FEES BY OWNER. UNDERGROUND UTILITIES NOT COVERED BY USA ARE TO BE LOCATED BY OWNER.



Approved & Accepted for Customer:

Contract Amount: \$ 6749.00
Down Payment: \$
Balance Due: \$ 6749.00

Accepted for Crusader Fence Co., Inc.:

Bryce Ruller 2/24/15
Salesperson Date

Fence Spec for Cordua



All Chain-link needs to be 9 gauge galvanized.

Cap all posts.

2 7/8 inch end and corner posts.

2 3/8 inch line posts

1 5/8 top and bottom rail

1 5/8 box bracing and end/corner posts

All posts are cemented holes need to be 12" diameter and 36" deep.

Cordua School has one 6X6 swing gate and two 6X6 swing gates (12' opening) on the north end of the fence for maintenance access.

Old Cordua fence is to be removed by contractor and holes back filled.



Marysville Joint Unified School District

Terry Biladeau, Director of Maintenance | Phone (530) 749-6184 | Fax (530) 741-7874



CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY)
02/06/2015

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

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

PRODUCER Self Insured Solutions Administrator, California Contractors Network Inc. 430 N. Vineyard Ave. #102 Ontario, CA 91764	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800)592-0047	FAX (A/C, No, Ext): (800)592-2541	
INSURED Crusader Fence Company, Inc. Affiliate of California Contractors Network Inc. 3115-B Gold Valley Dr. Rancho Cordova, CA 95742	E-MAIL ADDRESS: siscerts@selfinsuredsolutions.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: California Contractors Network Inc.*		
	INSURER B: New York Marine and General Insurance Co. (A, IX)		16608
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	4503-101	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000
B	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	WC2015EP00181	01/01/2015	01/01/2016	Self-Insured Retention: \$ 500,000 Applicable to WC Statutory Limits and Employers Liability Limits.

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All California Operations

Marysville Joint Unified School District

*Complies with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California, holder of Master Certificate of Consent to Self-Insure No. 4503

CERTIFICATE HOLDER

CANCELLATION

Marysville Joint Unified School District

1919 B Street
Marysville, CA 95901

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

AUTHORIZED REPRESENTATIVE

A. Seegmiller

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2015

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

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

PRODUCER Neilson & Phillips Insurance Services, Inc 2208 Plaza Drive Suite 115 Rocklin CA 95765	CONTACT NAME: NEILSON & PHILLIPS INSURANCE SERVICES	
	PHONE (A/C, No., Ext): (916) 380-5952 FAX (A/C, No.): (916) 380-5953 E-MAIL ADDRESS: certificates@neilson-phillips.com	
INSURED Crusader Fence Company, Inc. 3115 Gold Valley Drive Ste B Rancho Cordova CA 95742-6588	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Golden Eagle Insurance Corporation	10836
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XC&U <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	CBP8920922	08/26/2014	08/26/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X X	BA 8921122	08/26/2014	08/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CU8926025	08/26/2014	08/26/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Rented/Leased Equipment		CBP8920922	08/26/2014	08/26/2015	Limit: 150,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CANCELLATION EXCEPTION: 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

30 DAYS NOTICE WILL BE SENT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF.

CERTIFICATE HOLDER

CANCELLATION

AI 025182

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

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

AUTHORIZED REPRESENTATIVE

Fax: () -

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State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number:

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
CRUSADER FENCE CO., INC.	1000000020	CSLB:726527	07/15/2014	06/30/2015

Export as: [Excel](#) | [PDF](#)

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CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 726527

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

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

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

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

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

Data current as of 2/25/2015 12:52:57 PM

Business Information

CRUSADER FENCE COMPANY INC
3115 GOLD VALLEY DR
STE B
RANCHO CORDOVA, CA 95742
Business Phone Number:(916) 631-9191

Entity Corporation
Issue Date 08/20/1996
Expire Date 08/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C13 - FENCING
C-7 - LOW VOLTAGE SYSTEMS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: GCL1192397

Bond Amount: \$12,500

Effective Date: 08/01/2008

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number 1150195533 for WARD KENNETH EARL in the amount of \$12,500 with OLD REPUBLIC SURETY COMPANY.

Effective Date: 06/05/2014

BQI's Bond History

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

Effective Date: 08/20/1996

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workers compensation

2 of 2

This license has workers compensation insurance with the DEPARTMENT OF INDUSTRIAL RELATIONS
Policy Number: 4503-101
Effective Date: 10/01/2006
Expire Date: None
Workers' Compensation History

Other

05-76

Personnel listed on this license (current or disassociated) are listed on other licenses.



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 726527

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

- CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	726527	Extract Date	8/7/2014
CRUSADER FENCE COMPANY INC			
Business Information	Business Phone Number: (916) 631-9191		
	3115 GOLD VALLEY DR STE B RANCHO CORDOVA, CA 95742		
Entity	Corporation		
Issue Date	08/20/1996		
Expire Date	08/31/2016		
License Status	ACTIVE		
	This license is current and active. All information below should be reviewed.		
Classifications	CLASS	DESCRIPTION	
	C13	<u>FENCING</u>	
	C-7	<u>LOW VOLTAGE SYSTEMS</u>	
	CONTRACTOR'S BOND		
	This license filed a Contractor's Bond with <u>OLD REPUBLIC SURETY COMPANY</u> .		
	Bond Number: GCL1192397		
	Bond Amount: \$12,500		
	Effective Date: 08/01/2008		
	Contractor's Bond History		
	BOND OF QUALIFYING INDIVIDUAL		
Bonding	1. This license filed Bond of Qualifying Individual number 1150195533 for <u>WARD KENNETH EARL</u> in the amount of \$12,500 with <u>OLD REPUBLIC SURETY COMPANY</u> .		
	Effective Date: 06/05/2014		
	BQI's Bond History		
	2. The Responsible Managing Officer (RMO) <u>RAKER ROBERT GEORGE</u> certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.		
	Effective Date: 08/20/1996		
	WORKERS' COMPENSATION		
	This license has workers compensation insurance with <u>DEPARTMENT OF INDUSTRIAL RELATIONS</u>		
Workers' Compensation	Policy Number: 4503-101		
	Effective Date: 10/01/2006		
	Expire Date: None		

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CONTRACT SERVICES AGREEMENT

(Francisca Inés Dueñas - Will provide 6 two hours workshops addressing various topics for Hispanic Parents at Yuba Garden School.
The dates and times to be determined by District staff.)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Francisca Inés Dueñas, a Sole Proprietor (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 6 Days commencing from "EFFECTIVE DATE". 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 payment will be made upon the completion of the 6 workshops. Each workshop will consist of 2 hours and 1 hour of prep/travel at \$125.00 per hour. (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 \$2250.00 (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 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 Kari Ylst (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 Francisca Ines Duenas, MA, clinician 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 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.

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. Performance Bond. Except as otherwise provided in the Scope of Work, CONTRACTOR shall execute and provide to DISTRICT concurrently with this Agreement a Performance Bond in the amount of the total Not-to-Exceed Sum. The Performance Bond shall be in the form attached and incorporated hereto N/A. No payment shall be made to CONTRACTOR until the Performance Bond has been received and approved by the DISTRICT.
- B. Labor and Materials Bond. Except as otherwise provided in the Scope of Work, CONTRACTOR shall execute and provide to DISTRICT concurrently with this Agreement a Labor and Materials Bond in the amount of the Not-to-Exceed Sum. The Labor and Materials Bond shall be in the form attached and incorporated hereto N/A. No payment shall be made to CONTRACTOR until the Labor and Materials Bond has been received and approved by the DISTRICT.
- C. 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 lifesaving 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, cleanup 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, cleanup 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 AD DITIONAL 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 PRIMA CY OF CONUSLTANT'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 VERIFIC ATION 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 its 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 5.2.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:

Francisca Ines Duenas
2654 Cherry Street
Live Oak, CA 95953
Attn: Francisca Inés Dueñas, MS
Phone: (530) 632-9066
Email: fiduenas@yahoo.com

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Kari Ylst
Phone: (530) 741-6194
Fax: (530) 741-7847

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 San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, 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

Francisca Ines Duenas:

By: Francisca Ines Duenas

Name: Francisca Ines Duenas

Title: Clerician / Community Educator

EXHIBIT A

SCOPE REQUIREMENTS

The DISTRICT hereby agrees to engage the CONTRACTOR to provide to the DISTRICT services consisting of 6 workshops –each 2 hours and 1 hour of prep/travel. The topics for the workshops as follows:

- 1st Helping teens to develop a healthy self esteem
- 2nd Understand the effects on teen depression/anxiety/eating disorder
- 3rd Parent/child communication
- 4th Family roles/responsibilities
- 5th The effects on the family dynamic from family violence and child abuse prevention
- 6th Parenting Techniques and Acculturation

I have a Bachelor in Human Services and Masters of Science in Counseling with emphasis in Marriage and Family Counseling. I recently retired from the County after 18 years of service with my last position being a Mental Health Therapist. In my years with the county, I was trained in many different parenting programs including Los Niños Bien Educados de los Estados Unidos and the Nurture Heart Approach to name a few. Part of my duties was to develop, implement and facilitate workshops for the Hispanic community on parenting and mental health in Spanish. I am currently a practicing therapist in the community

TENTATIVE AGREEMENT
Between the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
ASSOCIATION OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES
For the
2014-2015 and 2015-2016 SCHOOL YEARS

The Marysville Joint Unified School District ("District") and the Association of Management and Confidential Employees ("AMACE") have reached a tentative agreement ("TA") on March 6, 2015, on a two (2)-year economic proposal. The tentative agreement outlines the economic provision(s) below as a two (2)-year total compensation package. This TA supersedes all other TA's recently entered into by the parties.

The parties agree to the following for the 2014-2015 and 2015-2016 school years:

Salary Schedule:

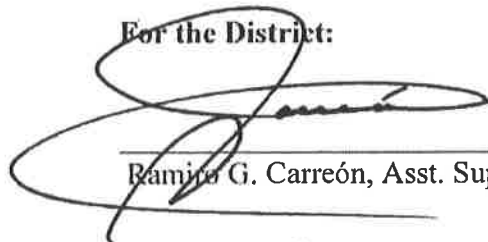
- ❖ 2013-14 salary schedules and ranges for each classification and title, within AMACE, shall be increased by an additional one point zero percent (1.0%), retroactive to July 1, 2014. This makes for a total compensation increase of four percent (4.0%) for the 2014-2015 school year.
- ❖ The newly-revised 2014-2015 AMACE salary schedules shall be increased by an additional four point zero percent (4.0%) beginning July 1, 2015.

For AMACE:


Eric Preston, AMACE Co-President

3/13/15
Date

For the District:


Ramiro G. Carreón, Asst. Supt

03/13/2015
Date

**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: AMACE
 Certificated, Classified, Other: Certificated & Classified

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2016
 (date) (date)

The Governing Board will act upon this agreement on: March 24, 2015
 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement 2014-15 as of 9-15-14	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 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 6,110,620	\$ 61,106	\$ 244,425	
		1.00%	4.00%	
2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ -	\$ -	
		0.00%	0.00%	
Description of Other Compensation				
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 862,766	\$ 10,156	\$ 40,623	
			0.00%	
4 Health/Welfare Benefits	\$ 675,120	\$ -		
		0.00%	0.00%	
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 7,648,506	\$ 71,262	\$ 285,048	
		0.93%	3.73%	
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Line No. 1.	\$ -	\$ -		
7 Total Number of Represented Employees (Use FTEs if appropriate)	60.00	60.00	60.00	
8 Total Compensation - Average Cost per Employee	\$ 127,475	\$ 1,188	\$ 4,751	
		0.93%	3.73%	

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 AMACE members a salary increase of 1% retroactive to July 1, 2014 and 4% salary increase effective July 1, 2015.

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 \$907.42 per month for each AMACE member 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.)

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions

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

None

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

AMACE

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 03-10-15)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 69,767,914	\$ -	\$ -	\$ 69,767,914
Remaining Revenues (8100-8799)	\$ 2,394,090	\$ -	\$ -	\$ 2,394,090
TOTAL REVENUES	\$ 72,162,004	\$ -	\$ -	\$ 72,162,004
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 28,304,935	\$ 47,943	\$ -	\$ 28,352,878
Classified Salaries (2000-2999)	\$ 10,199,285	\$ 13,163	\$ -	\$ 10,212,448
Employee Benefits (3000-3999)	\$ 12,609,183	\$ 10,156	\$ -	\$ 12,619,339
Books and Supplies (4000-4999)	\$ 4,543,697	\$ -	\$ -	\$ 4,543,697
Services, Other Operating Expenses (5000-5999)	\$ 5,960,532	\$ -	\$ -	\$ 5,960,532
Capital Outlay (6000-6599)	\$ 1,342,915	\$ -	\$ -	\$ 1,342,915
Other Outgo (7100-7299) (7400-7499)	\$ 233,749	\$ -	\$ -	\$ 233,749
Direct Support/Indirect Cost (7300-7399)	\$ (1,351,362)	\$ -	\$ -	\$ (1,351,362)
TOTAL EXPENDITURES	\$ 61,842,934	\$ 71,262	\$ -	\$ 61,914,196
OPERATING SURPLUS (DEFICIT)	\$ 10,319,070	\$ (71,262)	\$ -	\$ 10,247,808
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 11,223	\$ -	\$ -	\$ 11,223
CONTRIBUTIONS (8980-8999)	\$ (9,041,355)	\$ -	\$ -	\$ (9,041,355)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,266,492	\$ (71,262)	\$ -	\$ 1,195,230
BEGINNING FUND BALANCE	\$ 9,735,747			\$ 9,735,747
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 11,002,239	\$ (71,262)	\$ -	\$ 10,930,977
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,593,000	\$ 1,736	\$ -	\$ 2,594,736
Designated Amounts (9775-9780)	\$ 1,710,839	\$ -	\$ -	\$ 1,710,839
Unappropriated Amount (9790)	\$ 6,243,400	\$ (72,998)	\$ -	\$ 6,170,402

* Please see question #5 on page 7.

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H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

AMACE

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 03-10-15)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 13,618,287	\$ -	\$ -	\$ 13,618,287
TOTAL REVENUES	\$ 13,618,287	\$ -	\$ -	\$ 13,618,287
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 6,607,995	\$ -	\$ -	\$ 6,607,995
Classified Salaries (2000-2999)	\$ 4,470,608	\$ -	\$ -	\$ 4,470,608
Employee Benefits (3000-3999)	\$ 3,477,207	\$ -	\$ -	\$ 3,477,207
Books and Supplies (4000-4999)	\$ 3,752,282	\$ -	\$ -	\$ 3,752,282
Services, Other Operating Expenses (5000-5999)	\$ 2,832,961	\$ -	\$ -	\$ 2,832,961
Capital Outlay (6000-6599)	\$ 157,569	\$ -	\$ -	\$ 157,569
Other Outgo (7100-7299) (7400-7499)	\$ 1,931,720	\$ -	\$ -	\$ 1,931,720
Direct Support/Indirect Cost (7300-7399)	\$ 513,440	\$ -	\$ -	\$ 513,440
TOTAL EXPENDITURES	\$ 23,743,782	\$ -	\$ -	\$ 23,743,782
OPERATING SURPLUS (DEFICIT)	\$ (10,125,495)	\$ -	\$ -	\$ (10,125,495)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 821,983	\$ -	\$ -	\$ 821,983
CONTRIBUTIONS (8980-8999)	\$ 9,041,355	\$ -	\$ -	\$ 9,041,355
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,906,123)	\$ -	\$ -	\$ (1,906,123)
BEGINNING FUND BALANCE	\$ 3,475,102			\$ 3,475,102
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,568,979	\$ -	\$ -	\$ 1,568,979
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ 1,568,979	\$ -	\$ -	\$ 1,568,979

* Please see question #5 on page 7.

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H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

AMACE

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 03-10-15)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 69,767,914	\$ -	\$ -	\$ 69,767,914
Remaining Revenues (8100-8799)	\$ 16,012,377	\$ -	\$ -	\$ 16,012,377
TOTAL REVENUES	\$ 85,780,291	\$ -	\$ -	\$ 85,780,291
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 34,912,930	\$ 47,943	\$ -	\$ 34,960,873
Classified Salaries (2000-2999)	\$ 14,669,893	\$ 13,163	\$ -	\$ 14,683,056
Employee Benefits (3000-3999)	\$ 16,086,390	\$ 10,156	\$ -	\$ 16,096,546
Books and Supplies (4000-4999)	\$ 8,295,979	\$ -	\$ -	\$ 8,295,979
Services, Other Operating Expenses (5000-5999)	\$ 8,793,493	\$ -	\$ -	\$ 8,793,493
Capital Outlay (6000-6599)	\$ 1,500,484	\$ -	\$ -	\$ 1,500,484
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ -	\$ -	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (837,922)	\$ -	\$ -	\$ (837,922)
TOTAL EXPENDITURES	\$ 85,586,716	\$ 71,262	\$ -	\$ 85,657,978
OPERATING SURPLUS (DEFICIT)	\$ 193,575	\$ (71,262)	\$ -	\$ 122,313
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	\$ (639,631)	\$ (71,262)	\$ -	\$ (710,893)
BEGINNING FUND BALANCE	\$ 13,210,849			\$ 13,210,849
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 12,571,218	\$ (71,262)	\$ -	\$ 12,499,956
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,593,000	\$ 1,736	\$ -	\$ 2,594,736
Designated Amounts (9775-9780)	\$ 1,710,839	\$ -	\$ -	\$ 1,710,839
Unappropriated Amount - Unrestricted (9790)	\$ 6,243,400	\$ (72,998)	\$ -	\$ 6,170,402
Unappropriated Amount - Restricted (9790)	\$ 1,568,979	\$ -	\$ -	\$ 1,568,979
Reserve for Economic Uncertainties Percentage	10.22%			10.13%

* Please see question #5 on page 7.

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I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund AMACE

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
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 69,767,914	\$ 76,438,618	\$ 77,347,620
Remaining Revenues (8100-8799)	\$ 16,012,377	\$ 13,961,779	\$ 13,738,279
TOTAL REVENUES	\$ 85,780,291	\$ 90,400,397	\$ 91,085,899
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 34,960,873	\$ 35,723,238	\$ 36,401,980
Classified Salaries (2000-2999)	\$ 14,683,056	\$ 15,049,230	\$ 15,288,513
Employee Benefits (3000-3999)	\$ 16,096,546	\$ 17,007,028	\$ 18,085,274
Books and Supplies (4000-4999)	\$ 8,295,979	\$ 5,511,825	\$ 5,601,570
Services, Other Operating Expenses (5000-5999)	\$ 8,793,493	\$ 8,240,462	\$ 8,291,007
Capital Outlay (6000-6999)	\$ 1,500,484	\$ 1,121,231	\$ 1,361,231
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ 2,165,469	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (837,922)	\$ (738,088)	\$ (738,088)
TOTAL EXPENDITURES	\$ 85,657,978	\$ 84,080,395	\$ 86,456,955
OPERATING SURPLUS (DEFICIT)	\$ 122,313	\$ 6,320,002	\$ 4,628,944
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 833,206	\$ 820,000	\$ 820,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (710,893)	\$ 5,500,002	\$ 3,808,944
BEGINNING FUND BALANCE	\$ 13,210,849	\$ 12,499,956	\$ 17,999,958
ENDING FUND BALANCE	\$ 12,499,956	\$ 17,999,958	\$ 21,808,902
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 455,000	\$ 455,000	\$ 455,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,594,736	\$ 2,547,012	\$ 2,618,309
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 1,710,839	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 6,170,402	\$ 14,997,946	\$ 18,735,593
Unappropriated Amounts - Restricted (9790)	\$ 1,568,979	\$ -	\$ -

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)	\$ 86,491,184	\$ 84,900,395	\$ 87,276,955
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	\$ 2,594,736	\$ 2,547,012	\$ 2,618,309

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,594,736	\$ 2,547,012	\$ 2,618,309
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 6,170,402	\$ 14,997,946	\$ 18,735,593
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	\$ 8,765,138	\$ 17,544,958	\$ 21,353,902
h.	Reserve for Economic Uncertainties Percentage	10.13%	20.67%	24.47%

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?

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

K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

(a) Current Year Base Revenue Limit (BRL) per ADA:	<u>\$ 7,949.00</u> (Estimated)
(b) Prior Year Base Revenue Limit (BRL) per ADA	<u>\$ 7,007.00</u> (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	<u>\$ 942.00</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	<u>13.44%</u>
(e) Change in Deficit % from PY to CY: (Enter as a %)	<u>0.00%</u>
(f) Percentage Increase in BRL after deficit:	<u>13.44%</u>
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	<u>0.93%</u>

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 AMACE Bargaining Unit, during the term of the agreement from 7/1/14 to 6/30/16.

Board Actions

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

Current Year

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
Revenues/Other Financing Sources	\$
Expenditures/Other Financing Uses	\$ 72,998
Ending Fund Balance Increase (Decrease)	\$ (72,998)

Subsequent Years

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
Revenues/Other Financing Sources	\$ 0
Expenditures/Other Financing Uses	\$ 285,048
Ending Fund Balance Increase (Decrease)	\$ (285,048)

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)

3-17-15

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

3/17/15

Date

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

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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)

3/24/2015

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 March 24, 2015 took action to approve the proposed Agreement with AMACE.

President (or Clerk), Governing Board
(Signature)

3/24/2015

Date

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

**Program Agreement
For Use Of
AB 212 Training Funds 2014-2015**

General

This agreement is entered into between the Child Care Planning Council of Yuba & Sutter Counties and the Marysville Joint Unified School District Child Development Programs to implement a professional development training plan that builds on current existing AB 212 activities, as outlined in the attached Request for Funding application.

The effective date of this agreement is April 15, 2015. The terms of this agreement shall remain in effect until June 30, 2015.

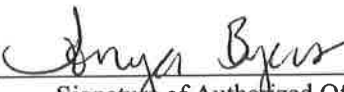
Purpose

The purpose of the agreement is to establish a working relationship between both parties and to set forth the requirements which govern the expenditure of these funds. The Child Care Planning Council will provide AB 212 - Child Development Staff Retention and Training (CDRT) funding to Marysville Joint Unified School District Child Development Programs in the amount of \$2,808.00 to be used solely for the training of staff within the district/program.

Responsibilities

- A. The Child Care Planning Council of Yuba & Sutter Counties agrees to the following:
1. Oversee the expenditure of AB 212 funds as required by the grant guidelines.
 2. Process payment for authorized contracted services.
- B. Marysville Joint Unified School District Child Development Programs agrees to the following:
1. Use the AB 212 - Child Development Staff Retention and Training (CDRT) funds as described in the attached request for funding application.
 2. Submit documentation to the Child Care Planning Council/Yuba County Office of Education, including copies of invoices and pay information for expenditures for reimbursement.
 3. Submit the last invoice for reimbursement by May 27, 2015.

BY _____
Dr. Gay Todd, Superintendent

BY 
Signature of Authorized Official
Yuba County Office of Education

Title: _____

Title: LPC Coordinator

Date: _____

Date: 3/11/2015

For Office Use Only:

Date Received: _____

Program #: _____

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Business Services Department

Approval: 

Date: 3/12/15

AB212 Funding Proposal -Marysville Joint Unified School District

1. Identify and Describe Training Need

Training needs for the Marysville Joint Unified School District (MJUSD) Child Development Program includes further developing of self-regulation and social-emotional skills within our preschool students.

2. Approach

“The Second Step Early Learning Program” is a research –based program that facilitates social emotional development along with self-regulation concepts through short, daily interactive activities that are presented to the preschool students in a developmental fashion.

MJUSD Child Development Program will purchase The Second Step Early Learning Program for use within all of our 21 preschool settings. Curriculum themes include the following:

- Skills for Learning: Welcoming, Listening, Focusing Attention, Self-Talk, Following Directions, Asking for What You Need or Want
- Empathy: Identifying Feelings (happy, sad), More Feelings (surprised, scared), Identifying Anger, Same or Different Feelings, Accidents, Caring and Helping
- Emotion Management: We Feel Feelings in Our Bodies (worried), Strong Feelings (frustrated), Naming Feelings, Managing Disappointment, Managing Anger, Managing Waiting
- Friendship Skills and Problem Solving: Fair Ways to Play (play together, trade, take turns), Having Fun with Friends, Inviting to Play, Joining In with Play, Saying the Problem, Thinking of Solutions, Speaking Up Assertively
- Transitioning to Kindergarten: Learning in Kindergarten, Riding the Kindergarten Bus, Making New Friends in Kindergarten

All MJUSD Staff Members will be trained on how to utilize the Second Step Early Learning Program during two staff meeting sessions. All para-educator staff will be invited to attend as well.

3. How will you measure success?

Success will be measured using individual and class pre and post data from the Desired Results Developmental Profile specifically the Self and Social Development Domain.

4. Financial Narrative

14 sets of Second Step Early Learning Program	\$ 5,306.00
Estimated Shipping and Tax	\$ 0.00
Total MJUSD Proposal	\$ 2,808.00 *

- * MJUSD will apply the AB212 Funds (\$2,808) towards the Seconds Step Early Learning Program and will use CDE funds to cover the remaining amount.



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 March 24, 2015, by and between
Barrow's Landscaping, Inc hereinafter called the
CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the
DISTRICT.

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

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

Twelve thousand twenty five dollars and no cents

Dollars

(\$ 12,025.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-27
(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. This contract shall commence on March 25, 2015 with work to be completed within
Ten (10) consecutive days and/or by
April 3, 2015

4. **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 E, 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 submit a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder; or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

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

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

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

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

Signature: [Signature] Title: Director of Facilities Date: 2/21/15
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable: _____

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

IN WITNESS WHEREOF, the parties hereto 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 March 21, 2015 - Attachment B
☒ Workers' Compensation Certificate - Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

28-2921021
Employer Identification Number
318-09-1349
Social Security Number

License No: 44442 Classification: C27 Expiration Date: Sept. 20, 2015
(District Use Only: License verified by [Signature] Date: 2/26/2015)

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 46122.1

Date: March 24, 2015
Company Name: Brown & Landscaping, Inc
Address: 7411 W. 10th RD
Yuba City, CA 95601

Authorized Signature: [Signature]
Printed Name: Eugene Brown
Title: Owner
Phone: 832-074-0200 Fax: 832-074-0209

District Acceptance: [Signature]
Signature of District Representative

Title: ASST Superintendent Date: 2/26/15



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

N/A - See Section "D"

Social Security No.

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

Dated: _____ (Company)

_____. (Signature)

_____. (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).

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:

Revised 01-23-2015

- 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 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."



Marysville Joint Unified School District

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

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

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

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

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

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

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

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

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and



Marysville Joint Unified School District

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, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

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

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

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

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

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



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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:

- 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.

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

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

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

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

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

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



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provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

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

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 4 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of

arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED March 24, 2015
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.

A handwritten signature in dark ink, appearing to read "Eugene Barrow", is written over a horizontal line.

Signature, Contractor's Authorize Representative

Eugene Barrow

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

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



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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.: Ella Elementary School
between the Marysville Joint Unified School District ("District" or "Owner")
and Barrow's Landscaping, Inc ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: _____

Title: _____

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




Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Ella Elementary School
between Marysville Joint Unified School District (the "District" or the "Owner") and
Barrow's Landscaping, Inc (the "Contractor" or the "Bidder").

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

Date: March 24, 2015
Proper Name of Contractor: Barrow's Landscaping, Inc
Signature: 
Print Name: Eugene Barrow
Title: Owner



Marysville Joint Unified School District

ATTACHMENT F

SCOPE OF WORK

Attach or add here:

See next page -

END OF DOCUMENT

8083 03/24/15
Bond Funds



Barrow's Landscaping, Inc.

764 Winship Rd., Yuba City, CA 95991 530-674-9500

Proposal

Marysville Joint Unified School
Cynthia Jensen
Ella Elementary School

Directions:

Monday, February 23, 2015

Work Phone:

Home Phone:

Cell Phone:

Fax:

Email:

Quoted By: Eugene Barrow

Bid Proposal:

Rototill dirt area, grade and prepare for Hydroseeding. 15,500 Square Feet
Hydroseed dirt area with fescue seed. Hydroseed to have: pre-emergent, binder, and fertilizer.
Import up to 10 CY of topsoil for along walkway and around tree removal site.
Remove tree and stump grind next to backstop fence as discussed at job walk.
Stake one existing cedar tree.

Notes:

Project is bid pre-vailing wages.

School district to set temporary fencing as before project starts.

Barrow's is not responsible for establishment of Hydroseed and no maintenance is included in price.

Total: \$12,025.00

ACCEPTED: _____

DATE: 3/24/15

WE ARE A RAINBIRD SELECT CONTRACTOR WITH A 1 YEAR WARRANTY ON IRRIGATION SYSTEMS; 5 YEAR PARTS WARRANTY ON RAINBIRD HEADS, VALVES, & CONTROLLERS.

General Contractor/Owner to provide locations of underground utilities not marked by USA Digg. All unmarked utilities damaged by digging will not be the responsibility of Barrow's Landscaping. Price subject to change after 30 days. All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by workman's compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Payment is due within 10 days of invoice date and is past due thereafter. In consideration of the extension of credit, a liquidated damages charge on all past due accounts will be computed by a periodic rate of 1-1/2% per month for a total annual percentage rate of 18%. You will be liable for attorney fees and costs incurred in collecting any past due balance. This price is a cash price, additional 2% to be added if paid by credit card.

Barrow's Landscaping, Inc # 426563 C-27

Office 530-674-9500 Fax 530-671-9500 email: sales@barrowslandscaping.com

Page 1 of 1

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Allstate
You're in good hands.

CI CW A01 10 11

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 1919 B ST MARYSVILLE, CA 95901-3731	Named Insured: BARROW'S LANDSCAPING INC. 764 WINSHIP ROAD YUBA CITY CA 95991
--	--

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 048929617			
<input checked="" type="checkbox"/> 1 - Any Auto	<input type="checkbox"/> 2 - Owned Autos Only	<input type="checkbox"/> 3 - Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 - Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 - Owned Autos Subject to No Fault	<input type="checkbox"/> 6 - Owned Autos Subject to a Compulsory UM Law	
<input type="checkbox"/> 7 - Specifically Described Autos	<input type="checkbox"/> 8 - Hired Autos Only	<input type="checkbox"/> 9 - Nonowned Autos Only	
Policy Effective Date: 09-03-2014		Policy Expiration Date: 09-03-2015	
Limits of Insurance:	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
ELLA ELEMENTARY SCHOOL OLIVEHURST, CA			
Interested Party Type: CERTIFICATE HOLDER			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			
Cancellation			
In the event of cancellation of any policy described above, the insurer will attempt to mail <u>0</u> days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.			

Producer: CHANDLER AGENCY	Date: 2.24.15
Authorized Representative:	

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CI CW A01 10 11

Allstate Insurance Company

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

BARRO-1

OP ID: AB

DATE (MM/DD/YYYY)

09/02/2014

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

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

PRODUCER
Paramount Exclusive Ins Sv Inc
Shawn Kohen
16000 Ventura Blvd. Suite 212
Encino, CA 91436
Jacob Barzivad

CONTACT NAME: Shawn Kohen

PHONE (A/C, No, Ext): 818-986-7283

FAX (A/C, No): 818-986-4949

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Märkel Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Barrows Landscaping, Inc.
764 Winship Road
Yuba City, CA 96991

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTIONS					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	MWC0068863-01	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 days notice of cancellation. 10 days for non-payment of premium.

CERTIFICATE HOLDER

BARRO-1

For Information Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Jacob Barzivad

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2015

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

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

PRODUCER Rudy Miramontes(953231F) 4700 Duckhorn Dr Sacramento CA 95834-2582		CONTACT NAME: PHONE (A/C No, Ext): 916-829-4800 FAX (A/C, No): E-MAIL: rmiramontes@farmersagent.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange NAIC # 21709 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Mid Century Insurance Company 21687 INSURER D: INSURER E: INSURER F:	
INSURED BARROW'S, LANDSCAPING, INC 764 WINSHIP ROAD YUBA CITY CA 95991			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		805863985	08/16/2014	08/16/2015	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/DPRAGS \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder named below has been endorsed onto Barrow's Landscaping Inc., policy # 805863985.

CERTIFICATE HOLDER**CANCELLATION**

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B ST

MARYSVILLE

CA 95901

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

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 605863985

E4277
2nd Edition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Effective Date of Change: 02/25/2015

Expiration Date: 09/16/2015

Change Endorsement No.: 1

Agent: 95-32-31F

Named Insured: BARROW'S LANDSCAPING, INC

The following item(s):

<input type="checkbox"/>	Insured's Name	<input type="checkbox"/>	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	<input type="checkbox"/>	Company
<input type="checkbox"/>	Effective/Expiration Date	<input type="checkbox"/>	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	<input type="checkbox"/>	Premium Determination
<input checked="" type="checkbox"/>	Additional Interested Parties	<input type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Covered Property/Location Description	<input type="checkbox"/>	Classification/Class Codes
<input type="checkbox"/>	Rates	<input type="checkbox"/>	Underlying Insurance

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
				\$	\$
Authorized Representative Signature:					

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POLICY CHANGES ENDORSEMENT DESCRIPTION

Add Additional Interest -
Additional Insured -BP04480197
Designated Person or Organization
Marysville Joint Unified
School District
1818 B St
Marysville, CA 95901
Location : 901 VON GELDERN WAY
YUBA CITY, CA 95901
Location : 764 WINSHIP RD
YUBA CITY, CA 95901

**REMOVAL
PERMIT**

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

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**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BARROWS Landscaping, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership)
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions)
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 9):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
764 Winslip Rd

6 City, state, and ZIP code
Yuba City CA 95991

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			

or

Employer identification number										
20	-	2	9	2	1	8	6	1		

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Cheryl K Curt Date Feb 5, 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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3/24/15
Linda Preschool

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 March 3, 2015, by and between
Voltage Specialists hereinafter called the
CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the
DISTRICT.

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

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

One thousand Five Hundred

Dollars

(\$ 1,500.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C10/C16
(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. This contract shall commence on 3/24/2015 with work to be completed within
(90) consecutive days and/or by

4. **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 E, attached hereto

BH



NONCOLLUSION AFFIDAVIT

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

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

- ☒ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).
- ☐ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
 - ☐ Installation of physical barrier at the work site to limit contact with pupils.
 - ☐ Surveillance of employees of the Contractor by school personnel.
 - ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Supervisor's Name: _____
Soc. Sec. No. _____
- ☐ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
 - ☐ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days - may not include after school hours).
 - ☐ Other, describe _____

Signature: *[Signature]* Title: District facilities Date: 3/4/2015
 Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

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

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

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

20-4425558
 Employer Identification Number
 665-43-4266
 Social Security Number

License No: 880862 Classification: C10/C16 Expiration Date: 7/31/16
 (District Use Only: License verified by *[Signature]* Date: 3/4/2015)

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: 3/4/15 Authorized Signature: *[Signature]*
 Company Name: Voltage Specialists Printed Name: William L. Bunch, Jr.
 Address: 5031 Foster Road, Paradise, CA 95969 Title: Owner
 Phone: 530-624-4514 Fax: 530-873-3586

District Acceptance: _____ Title: _____ Date: _____
 Signature of District Representative

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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.
Jim Lang	559-39-4665
John-Michael Bunch	617-34-6132

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

Dated: 3-3-15 Voltage Specialists (Company)

William Bunch Jr (Signature)

owner (Title)

(Complete only if pertinent)



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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).

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:

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- 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 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."



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

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

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

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

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

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

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

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

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and



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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, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

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

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

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

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

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



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Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

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

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

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is

required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

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

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

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

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF

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



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provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

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

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of

Revised 01-23-2015

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 3/24/2015
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.

A handwritten signature in black ink, appearing to read 'W. L. Bunch, Jr.', is written over a horizontal line.

Digitally signed by William Bunch Jr
DN: cn=William Bunch Jr, o, ou,
email=blb@voltagesspecialista.com, c=US
Date: 2015.03.04 14:56:28 -0800

Signature, Contractor's Authorize Representative

William L Bunch, Jr., Owner

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.: Linda Pre-school paging system
between the Marysville Joint Unified School District ("District" or "Owner")
and Voltage Specialists ("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

 X 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: William Bunch Jr

Title: owner

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



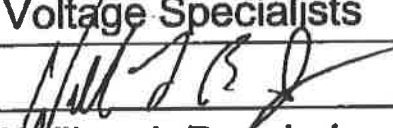
Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Linda Pre-school paging system
between Marysville Joint Unified School District (the "District" or the "Owner") and
Voltage Specialists (the "Contractor" or the "Bidder").

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

Date: 3/3/15
Proper Name of Contractor: Voltage Specialists
Signature: 
Print Name: William L Bunch Jr
Title: Owner





Marysville Joint Unified School District

ATTACHMENT F

SCOPE OF WORK

Attach or add here:

There is existing copper from main school office MDF to pre-school IDF
(require 1 pair for voice feed)

- 1) Install 15watt amplifier at the pre-school IDF location
- 2) Install speaker cable from speakers to pre-school IDF - amplifier
- 3) Install ceiling mount speakers in each classroom (3 each)
- 4) Install speakers in offices/break room
- 5) Connect copper pair at main school office MDF to spare Valcom paging port in same room
- 6) Program paging port & test

Cost \$1,500.00

END OF DOCUMENT



-MCAA-
PROP. 39 Funds
#8156

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 March 24, 2015 by
and between BIG S ELECTRIC INC hereinafter
called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
hereinafter called the DISTRICT.

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

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

Seven thousand eight hundred seventy five Dollars
(\$ 7,875.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:

C-10 ELECTRICAL This contract shall commence
on 4/6/2015 with work to be completed within ninety days
(90) consecutive days and/or by

Saturday, July 5, 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 E attached hereto



Marysville Joint Unified School District

MCAA
Prp 39 funds
8156

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.
JOHN B. PARHAM	614 01 1017
JOSEPH F. ABBOTT	554 80 6779

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

Dated: 02/12/15 BIG J ELECTRIC INC (Company)
John B. Parham (Signature)
PRESIDENT/DIRECTOR (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

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ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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


Signature, Contractor's Authorize Representative
JOHN B. PARHAM
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

MCAA
pnp 39 fund
#8156

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.: MCAA Lighting Upgrade
between the Marysville Joint Unified School District ("District" or "Owner") and
BIG O ELECTRIC INC ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: JOHN B. PARHAM

Title: PRESIDENT/DIRECTOR

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



Marysville Joint Unified School District

MCAA
PROP 39 funds
#8156

ATTACHMENT E

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: _____
between Marysville Joint Unified School District (the "District" or the "Owner") and _____
BIG J ELECTRIC INC (the "Contractor" or the "Bidder").

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

Date:

02/12/15

Proper Name of Contractor:

~~JOHN B. PARHAM~~ BIG J ELECTRIC INC

Signature:

John B. Parham

Print Name:

JOHN B. PARHAM

Title:

PRESIDENT/DIRECTOR

END OF DOCUMENT

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MCAA/pwp 39
#156

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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)
John B. Parham

Business name, if different from above
Big J Electric, Inc.

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
8360 Agundo St.

City, state, and ZIP code
Elverta, CA 95626

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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

or

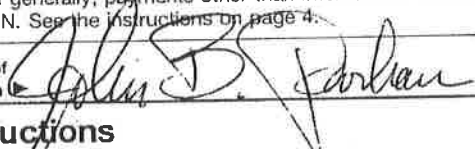
Employer identification number
27 : 0494265

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  Date ▶ **11/13/14**

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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NONCOLLUSION AFFIDAVIT

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

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

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

- ☒ Installation of physical barrier at the work site to limit contact with pupils.
 - ☒ Surveillance of employees of the Contractor by school personnel.
 - ☒ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Supervisor's Name: John Parham
Soc. Sec. No. 614-01-1017

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: Director facilities

Signature: John B. Parham Title: PRESIDENT/DIRECTOR Date: 03/03/15
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

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

- ☐ Work Specs/Scope of Work Statement
- ☐ Certificates of Insurance
- ☐ Non Collusion Affidavit
- ☐ Purchase Order No: _____
- ☐ Contractor Certification Form - Attachment A
- ☐ Terms and Conditions dated _____ - Attachment B
- ☐ Workers' Compensation Certificate - Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

27-0494265
Employer Identification Number
Social Security Number

License No: 911210 Classification: C-10 Expiration Date: 05/31/16
(District Use Only: License verified by John Date: 3/3/2015)

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 45122.7

Date: 02/12/15 Authorized Signature: John B. Parham
Company Name: BIG J ELECTRIC INC Printed Name: JOHN B. PARHAM
Address: 8360 AGUNDO ST Title: PRESIDENT/DIRECTOR
ELVERTA CA 95626 Phone: 916 205 7076 Fax: 530 453 2925

Accepted by: _____ Title: _____ Date: _____
Signature of District Representative

MCAA/pvp39
#8156

CALIFORNIA FORM

YEAR

2014 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

JOHN B PARHAM

Payee

Name

BGI J ELECTRIC INC

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

2 7 - 0 4 9 4 2 6 5

Address (apt./ste., room, PO Box, or PMB no.)

8360 AGUNDO ST

City (If you have a foreign address, see instructions.)

ELVERTA

State

CA

ZIP Code

9 5 6 2 6

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or limited liability companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

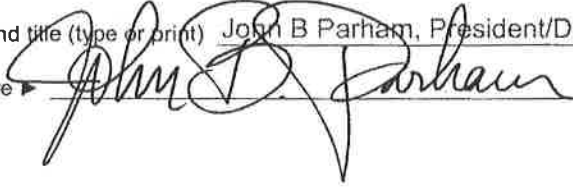
☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) John B Parham, President/Director Telephone (916) 205-7076

Payee's signature  Date 03/03/15



Big J Electric, Inc.

8360 Agundo St.
Elverta, CA 95626

Phone # 916-205-7076

bigjelectricinc@gmail.com

Fax # 916-992-5488

EXHIBIT E

MCAA 8156

Estimate

Date 2/12/2015

Estimate # 02122015-1

Prop 39

Name // Address
MJUSD 1919 B St Marysville CA 95901

P.O. #

Due Date

2/12/2015

Terms

Other

Description	Qty	Rate	Total
<p>For job location MCAA Charter School, Marysville CA</p> <p>(1) Provide and install (3) WLM43LED wallpack exterior lights; Provide and install (17) ceiling mounted occupancy sensors, Leviton ODC05L1W; Provide and install (4) bi-level wall mounted occupancy sensor switches, Leviton WSD2P. Material Cost \$4275, Labor Cost \$3600</p> <p>Energy Savings: By replacing the existing 400W-MH wallpacks with 43W LED fixtures, the District will save over 1000W of power draw at night. Fixtures will be equipped with photocells for passive switching during daylight hours. Ceiling and wall mounted occupancy sensors will reduce the possibility of lights left on after room has been vacated.</p> <p>This bid includes industry standard material. It makes no provisions for the following: plans, permits, or municipal/utility fees; construction refuse collection or removal; sawcut; trenching more than 2' deep; trench backfill; concrete or asphalt patch and finish; equipment protection bollards; communication/data and fire alarm systems; T-Bar ceiling wires; owner supplied material/equipment; GFI testing of new service; future equipment not mentioned in this bid.</p>		7,875.00	7,875.00
		Subtotal	\$7,875.00
		Sales Tax (0.0%)	\$0.00
		Total	\$7,875.00

X

Signature:

Date:

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pg 1 of 7



Wall Light

WLM43LED 43 Watt LED Wall Light



SPECIFICATIONS:

Construction:

Rugged Traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:

Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:

Lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Thermal Management:

Atlas' Patent Pending exclusive Thermal Management System™ features a unique internal design that allows for lower operating temperatures which results in a brighter, whiter light, more stable color and longer LED and driver life.

Listings:

Luminaire is certified to UL Standards for Wet Locations

AC Input:

120/208/240/277 V

Driver:

Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 88%

LEDs:

4100K CCT

Delivers 70% or greater of initial lumens at 100,000 hours

Epoxy Guard™ protective conformal coated boards

Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance. They are tested and binned at 700mA which is the actual operating current used in Atlas LED luminaires, giving a better representation of actual performance.

Warranty:

Five-year limited warranty

Testing:

Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80, and have received the Department of Energy "Lighting Facts" label.

Installation:

Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Weight:

9.25 lbs.

Photo Control:

For factory installed 120V button photo control add suffix PC to part number.

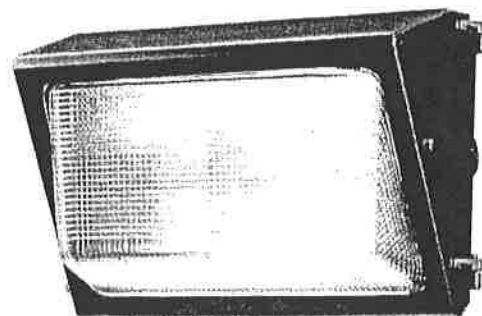
Project Information

Job Name

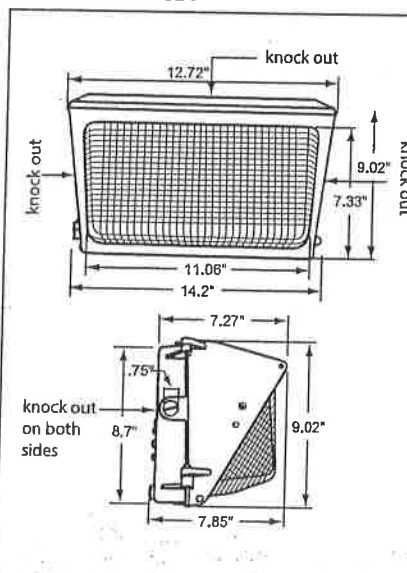
Fixture Type 43 Watt LED Die Cast Wall Light

Catalog Number WLM43LED

Approved by



DIMENSIONS:



Patent Pending

ATLAS LIGHTING PRODUCTS, INC.

PO BOX 2348 | BURLINGTON, NC 27216

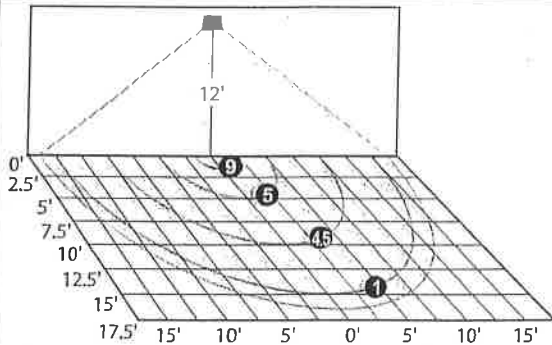
800-849-8485 | FAX: 336-227-0110 | www.atlaslightingproducts.com

Made in the USA of US and imported parts. Meets Buy American requirements within the ARRA.

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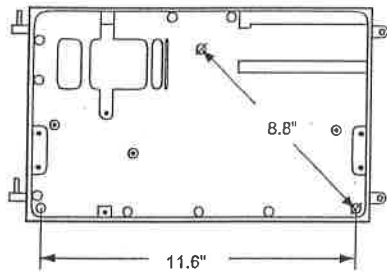
PHOTOMETRIC



ENERGY SAVINGS

LED		HID			ANNUAL SAVINGS
WATTAGE	ANNUAL COST	SOURCE WATTAGE	TOTAL WATTAGE USED	ANNUAL COST	
43	\$19	100	129	\$77	\$58
43	\$19	150	185	\$100	\$81
43	\$19	175	210	\$112	\$93

MOUNTING DETAIL



Atlas Lighting Products, Inc.

lighting facts®
A Program of the U.S. DOE

Light Output (Lumens)	3370
Watts	44
Lumens per Watt (Efficacy)	76

Color Accuracy Color Rendering Index (CRI)	81
---	----

Light Color
Correlated Color Temperature (CCT) **3991 (Bright White)**



All results are according to IESNA LM-79-2008: *Approved Method for the Electrical and Photometric Testing of Solid-State Lighting*. The U.S. Department of Energy (DOE) verifies product test data and results.

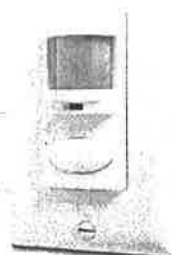
Visit www.lightingfacts.com for the *Label Reference Guide*.

Registration Number: PRB4-DJNYSM (8/25/2014)

Model Number: WLM43LED (Upgrade: 8/1/2014)

Type: Luminaire - Area/Roadway

WALL SWITCH SENSOR w/ MULTI-LEVEL OPERATION LINE VOLTAGE • 2-POLE • PASSIVE INFRARED (PIR)



SPECIFICATIONS

FEATURES

- PIR Occupancy Detection
- 3 Multi-Level Operation Sequences
- Two Self Contained Relays -
- No Power Packs needed
- Replaces Two Switches
- Interchangeable Hot & Load Wires -
- Impossible to Wire Backwards
- Small Motion Detection to 20 ft (6.10 m)
- Self Grounding Mounting Strap
- No Neutral Required / No Minimum Load
- Adjustable Time Delay
- LampMaximizer[®] Minimum On Time (disabled by default)
- Push-Button Programmable w/o Removing the Switch Plate
- Green LED Indicator

PHYSICAL SPECS

- SIZE (not including mounting strap)
2.74"H x 1.68"W x 1.63"D
(6.96cm x 4.27cm x 4.14cm)
- WEIGHT 5 oz
- MOUNTING Single Gang Switch Box
- MOUNTING HEIGHT 30-48 in
(76.2-121.9 cm)
- COLORS White, Ivory, Gray, Lt. Almond

ELECTRICAL SPECS

- MAXIMUM LOAD / POLE
(single phase power only)
800 W @ 120 VAC
1200 W @ 277 VAC
1500 W @ 347 VAC
- MINIMUM LOAD None
- MOTOR LOAD 1/4 HP
- FREQUENCY 50/60 Hz
(timers are 1.2x for 50 Hz)

ENVIRONMENTAL SPECS

- OPERATING TEMP
14° to 160° F (-10° to 71° C)
- STORAGE TEMP
-14° to 160° F (-26° to 71° C)
- RELATIVE HUMIDITY
20 to 90% non-condensing
- SILICONE FREE
- ROHS COMPLIANT

OTHER

- UL and CUL Listed
- Title 24 Compliant
- 5 Year Warranty
- Assembled in the U.S.A.

The WSD 2P MLO is a Wall Switch Decorator style Passive Infrared (PIR) occupancy sensor designed for bi-level applications. Specifically, the device uses just a single button to cycle through the four potential on/off lighting states created in a room wired with bi-level lighting. This intuitive approach improves upon standard dual relay sensors with two buttons as it eliminates user confusion as to which button combination is required to achieve a desired lighting state.

A WSD 2P MLO series sensor is identical to WSD 2P sensor in terms of detection technology, coverage pattern, and electrical specifications. Utilizing two isolated power relays, the WSD 2P MLO sensor is line powered (no neutral required) and switches line voltage (see specifications). Physically, a WSD 2P MLO differs in that there is a single button instead of the normal two buttons. All sensor settings can be programmed, without removing the switch plate, by entering simple command sequences via the push-button.

SENSOR OPERATION

The sensor detects changes in the infrared energy given off by occupants as they move within the field-of-view. When occupancy is detected, the relays switch the connected loads on as dictated by the sensor's operational settings. By default the WSD 2P MLO will automatically close Pole 1's relay upon occupancy and require the push-button be pressed in order to close Pole 2's relay.

An internal timer keeps the lights on during brief periods of inactivity and turns the lights off when it expires. The default time delay is 10 minutes. This timer is programmable from 30 seconds to 20 minutes, and is reset every time occupancy is re-detected. Patent pending LampMaximizer technology is also present in this sensor, providing an additional minimum on time (disabled by default) to be used if desired.

MULTI-LEVEL OPERATION

There are four relay combinations (states) that are possible in a room wired for bi-level operation. Depending on the current state, when the WSD 2P MLO's button is pushed, the combination will change according to the table below. Three unique sequences are available (asterisks indicates default) allowing for customizing according to preference or energy code.

	Alternating On Sequence		Full On Sequence		3-Step On* Sequence	
Sequence State #	RELAY 1	RELAY 2	RELAY 1	RELAY 2	RELAY 1	RELAY 2
1*	On	Off	On	Off	On	Off
2	Off	On	On	On	Off	On
3	Off	Off	Off	Off	On	On
4	-	-	-	-	Off	Off

OPTIONS

347 VAC (347)

- Allows sensor to be powered from and switch 347 VAC
- Wall plate provided (Ivory & White only)

COLOR

- White, Ivory, Gray, Lt. Almond
- Wall plate provided
- Must be specified

LOW TEMP/HIGH HUMIDITY (LT)

- Sensor is corrosion resistant
- Operates down to -40° F/C

ORDERING INFO WSD 2P MLO [VOLTAGE] [COLOR] [TEMP/HUMIDITY]

VOLTAGE
Blank = 120/277 VAC
347 = 347 VAC

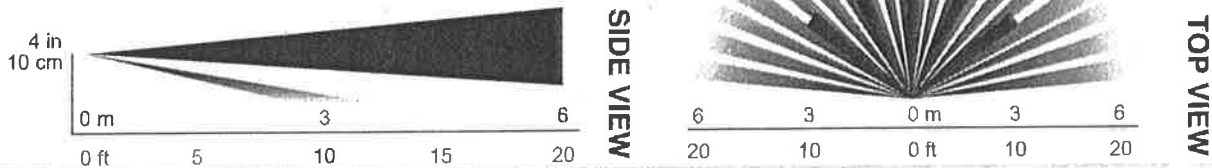
COLOR
WH = White
IV = Ivory
GY = Gray
AL = Lt. Almond

TEMP/HUMIDITY
Blank = Standard
LT = Low Temp

COVERAGE PATTERN

WALL SWITCH DECORATOR LENS W/ MICROPHONICS™

- Small motion (e.g. hand movements) detection up to 20 ft (6.10 m)
- Large motion (e.g. walking) detection up to 50 ft (15.24 m)
- Wall-to-Wall coverage
- Microphonics™ provides overlapping detection of human activity over the complete PIR coverage area
- Advanced filtering is utilized to prevent non-occupant noises from keeping the lights on



CONTROL MODES

ON MODES

AUTOMATIC ON (default) - Lights connected to the Pole 1 relay come on when occupancy is detected.

MANUAL ON - Requires the occupant to manually turn on the Pole 1 lights via the push-button.

REDUCED TURN ON - Sensor is initially set to only detect large motions, effectively ignoring any reflected PIR signals while still sensing occupants when they enter the room. Once on, the sensor returns to maximum sensitivity.

SWITCH MODES If the button is pressed 3 times (max), a state where both Pole's relays are off will be reached. Once in the full off state, operation follows either the Predictive Off or Permanent Off mode.

PREDICTIVE OFF (default) vs PERMANENT OFF MODE - Predictive Off mode allows occupants to turn the lights off via the switch without losing the convenience of having the lights automatically turn on when they re-enter the room. When the full off state is first entered, the sensor temporarily disables its occupancy detection. Then after a short exit time delay, the occupancy detection reactivates and monitors for an additional grace period. If no occupancy is detected, the zone will remain in Automatic On operation. If occupancy is detected, the zone will go to a Permanent Off mode, requiring the switch to be pressed again in order to turn the lights on and restore the sensor to Automatic On operation. Permanent Off mode can also be set as the normal operating mode instead of Predictive Off.

SWITCH DISABLE - Prevents user from changing the lighting state or turning off the lights via the push-button. Button can still be utilized for programming.

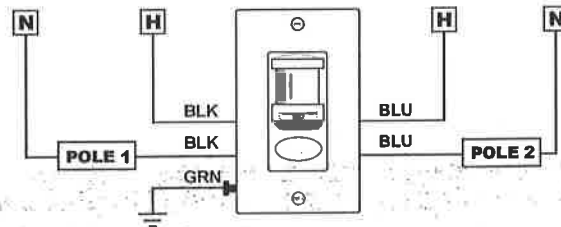
WIRING (DO NOT WIRE HOT)

STANDARD WIRING

- | | |
|--|--------------------------------|
| BLACK* - Line Input (Hot) 1 | } *BLACK wires can be reversed |
| BLACK* - Load Output 1 | |
| BLUE** - Line Input (Hot) 2 | } **BLUE wires can be reversed |
| BLUE** - Load Output 2 | |
| GREEN SCREW - Ground (required connection) | |

347 VAC OPTION (347)

Black wires are replaced w/ Red wires



Note: Connection to Ground required for sensor to function. Unit powers off BLK Hot (Line) Input

PROGRAMMING

Refer to instruction IC10.001 card for default settings and directions on programming the sensor via the push-button.

WARNING

Fire Hazard Caution: Maximum Lamps 1500 Watts, Type 347 VAC.

Attention: Risque d'incendie : Puissance Maximales Des Lampes 1500 Watts, Type 347 VAC.

Warning: The units are intended to be installed by a qualified person with properly rated branch circuit protectors as per applicable local and national regulations (CEC, NEC).



An Acuity Brands Company

900 Northrop Road, Wallingford, CT 06492 • 1.800.PASSIVE • FX 203.269.9621 • www.sensorswitch.com

WARRANTY: Sensor Switch, Inc. warrants these products to be free of defects in manufacture and workmanship for a period of 60 months. Sensor Switch, Inc., upon prompt notice of such defect, will, at its option, provide a Returned Material Authorization number and repair or replace returned product.

LIMITATIONS AND EXCLUSIONS: This Warranty is in full lieu of all other representation and expressed and implied warranties (including the implied warranties of merchantability and fitness for use) and under no circumstances shall Sensor Switch, Inc. be liable for any incidental or consequential property damages or losses.

TS-WSD-013A



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ODC0S-I1W

Color: WhiteUPC Code: 07847788188
Country of Origin: Please Contact Customer Service

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Occupancy Sensors

Brand Features

Leviton's self-contained passive infrared ceiling occupancy sensor is the cost-effective choice for commercial and institutional installations, where installation of the recessed ceiling unit is difficult, inconvenient or costly. Available in 120V, 220V and 277V versions, the ODC0S-I is ideal for storage areas, small bathrooms, copy rooms, mop/sink closets or small spaces without wall switches. The self-contained ceiling sensor does not require an external control unit for power or switching the load on and off.

Item Description

Technology: Passive Infrared, Mount: Ceiling, Coverage Range Sq. Ft.: 0530 Sq. Ft., Adjustment: Manual, Load Rating: 1000W INC 1000VA FL, Input Voltage: 120 Volt AC 60Hz, Pattern Degrees: 360, Title 24 Compliant: Yes, Grade: Commercial, Color: White

Additional Product Information



Place an Occupancy
Sensor Layout Request
at No Cost



Search for Rebate
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Incentives

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enter your zip code

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Technical Information | Support | Discussions

TOP

Technical Information

Control Specifications

Adjustment: Manual
Manual Time Adjustment: 20s-15m

Electrical Specifications

Input Voltage: 120 Volt AC 60Hz
Load Rating: 1000W INC 1000VA FL

Material Specifications

Color: White

Mechanical Specifications

Sensor Technology: Passive Infrared
Pattern Degrees: 360
Coverage (Sq.Ft.): 0530 Sq. Ft.
Photo Cell: Ambient Override ON
Feature: Self-Contained

Product Features

Technology: Passive Infrared
Adjustment: Manual
Sensor Technology: Passive Infrared
Pattern Degrees: 360
Coverage (Sq.Ft.): 0530 Sq. Ft.
Manual Time Adjustment: 20s-15m

Standards and Certifications

Code Compliance: California Title 24

Load Rating: 1000W INC 1000VA FL
Input Voltage: 120 Volt AC 60Hz
Photo Cell: Ambient Override ON
Feature: Self-Contained
Color: White
Standards and Certifications:
 UL/CSA
Warranty: 5-Year Limited
Code Compliance: California Title
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Support

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[Application Note - ADA and FDA Ultrasonic and MultiTechnology](#)
[Application Note - Changes in Title 24.pdf](#)
[Application Note - Energy Policy Act of 2005](#)
[Application Note - How Leviton Is Ready to Help You Achieve Leed Points](#)
[Application Note - IECC VS ASHRAE 90.1-2001](#)
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[Product Specification and Data Sheet](#)
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ABOUT LEVITON

Leviton is the smart choice, providing the most comprehensive range of solutions to meet the needs of today's residential, commercial and industrial buildings. Leveraging more than a century of experience, Leviton helps customers create sustainable, intelligent environments through its electrical wiring devices, network and data center connectivity solutions, and lighting energy management systems. From switches and receptacles to daylight harvesting controls, networking systems, and equipment for charging electric vehicles, Leviton solutions help customers achieve savings in energy time and cost, all while enhancing safety.



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MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | CONSTRUCTION INSPECTION

REDDING OFFICE
530-246-9499 ph

SACRAMENTO OFFICE
916-927-7000 ph

Cynthia Jensen
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

March 11, 2015

Proposal for Special Inspections and Testing

COVILLAUD – NEW SECURITY FENCING

628 F Street
Marysville, California 95901
MPE No. 15-0082

As requested, our firm will provide special inspection and testing services during the Covillaud Elementary School New Security Fencing, Marysville, California. The purposes of our work will be to provide on-call materials special inspections and testing as required by the project plans and as directed by your representatives. Results of our work would be summarized in daily field reports following completion of the work.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. In preparing this cost estimate we reviewed a limited view of project plans (1 page) and a basic information scope of work. Our estimated fees for this project are \$1759.

Work requested beyond the anticipated scope of services, based on minimal information provided to us, would be billed on a time and expense basis using our standard fee schedules. Please be aware that the construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services.

It is emphasized that our representative will not act as supervisor of construction, nor will we direct construction operations. The contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety will be the sole responsibility of the contractors.

If this proposal is acceptable, please issue the appropriate authorization documents for us to proceed with the work.

Thank you for the opportunity to prepare this proposal. Please contact our office with any questions.

Mid Pacific Engineering, Inc.



G. Barry Lotz, C.E.

Attachments: Budget Estimate
Schedule of Fees

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**SPECIAL INSPECTION & TESTING SERVICES
SCOPE & BUDGET ESTIMATES
COVILLAUD ELEMENTARY SCHOOL – NEW SECURITY FENCING, MARYSVILLE, CA**

CONCRETE TESTING

Sample Rebar:	2 hours @ \$90/hour	= \$180
Test Rebar:	1 hour @ \$115/hour	= \$115
Sample Concrete:	3 hours @ \$90/hour	= \$270
Sample Pickup:	2 hours @ \$90/hour	= \$180
Compression Tests:	4 @ \$30/each	= \$120
Mileage	3 trips @ 84 miles @ 0.70/mi	= \$176.40

GATE SHOP WELDING (ASSUMING LOCAL SHOP)

	2 visits @ 4 hours/day @ \$90/hour	= \$360
Mileage	2 trips @ 84 miles @ 0.70/mi	= \$117.60

FINAL REPORT

2 hours @ \$120/hour	= \$240
----------------------	---------

TOTAL ESTIMATE	\$1759
SUGGESTED BUDGET	\$2000 - 2500

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MPE

MID PACIFIC ENGINEERING, INC.
2014 Schedule of Fees – Sacramento Office

LABOR

	Rate per Hour
Field Testing and Inspection Technician	\$75
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$85
Senior Field Testing and Inspection Technician (Non Destructive Testing)	\$95
Managing Technician	\$95
Laboratory Technician	\$60
Draftsperson	\$65
Staff Engineer/Geologist	\$95
Project Engineer/Geologist	\$120
Senior Engineer/Geologist	\$135
Principal Engineer	\$150

Overtime and Double Time will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively
Holidays will be billed at a rate of 2 times the hourly rate presented above

LABORATORY TESTING

Soil and Aggregate	Rate per Test
Aggregate Unit Weight	\$50
Aggregate Crushed Particles	\$90
Atterberg Limits	\$135
Compaction Curve	\$225
Consolidation Test	\$500
Corrosion Testing	\$135
Direct Shear Test	\$130
Durability	\$155
Expansion Index	\$155
Grain Size Analysis - Total Sieve (Fine and Coarse)	\$160
Grain Size Analysis - Fine or Coarse Sieve	\$90
Grain Size Analysis - Soils Finer than No. 200	\$90
Grain Size Analysis - Hydrometer	\$145
Moisture Content	\$25
Permeability	\$250
Resistance Value - Untreated	\$275
Resistance Value - Treated with Lime or Cement	\$325
Sand Equivalent	\$125
Specific Gravity	\$110
Triaxial Shear - Undisturbed	\$325
Triaxial Shear - Remolded	\$400
Unconfined Compression Test	\$100
Unit Weight and Moisture Content - Undisturbed Sample	\$30
Unit Weight and Moisture Content - Loose Sample	\$55
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$30
Compression Testing - Grout, Mortar or CLSM	\$40
Compression Testing - Masonry Unit or Brick	\$50
Compression Testing - Masonry Prism	\$175
Compression Testing - Concrete Core Including Trimming	\$50
Compression Testing - Hold Sample	\$20
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$450
Unit Weight of Hardened Concrete	\$50
Reinforcing and Structural Steel	
Anchor Bolt Tensile Strength	\$70
Fire Proofing Unit Weight	\$50
Rebar Tensile and Bend 1 - 7 bar	\$105
Rebar Tensile and Bend 8 - 14 bar	\$150
Structural Bolt Set Tensile and Hardness	\$250

MISCELLANEOUS

Mileage	\$0.70/mile
Per Diem	\$105/day
Outside Services	Cost +20%
Final Report of Inspection	\$300
Verified Laboratory Reports	\$525

04/14/14

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MPE