

Comprehensive

Marysville Joint Unified



July 1, 2015 - June 30, 2018

- DRAFT -

1. PLAN BACKGROUND CRITERIA: The plan should guide the LEA's use of education technology for the next three years.

1a. Provide a brief overview of the LEA, its location and demographics and/or share a link to the LEA's website.

District Description and Demographics

Marysville Joint Unified School District (MJUSD) is located approximately 40 miles north of Sacramento in Yuba County. The district has approximately 9,600 students. It consists of two comprehensive high schools, three intermediate schools, fourteen elementary schools, one charter school serving students in grades 8-12, two continuation high schools, and one independent study school serving K-12 students. The breakdown of students is as follows:

Ethnicity	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec	Total Enroll	Adults in K-12 Program
Hispanic or Latino of Any Race	361	371	348	321	321	287	308	283	261	244	275	235	242	0	3,857	0
American Indian or Alaska Native, Not Hispanic	17	21	9	20	16	29	31	33	22	27	32	25	28	0	310	0
Asian, Not Hispanic	66	69	65	68	64	75	63	57	62	64	63	76	55	0	847	0
Pacific Islander, Not Hispanic	2	3	2	6	2	1	6	2	3	4	3	2	3	0	39	0
Filipino, Not Hispanic	1	5	0	2	0	4	2	5	4	5	4	6	0	0	38	0
African American, Not Hispanic	23	21	19	41	20	32	23	31	26	33	27	24	21	0	341	0
White, not Hispanic	351	363	314	344	287	287	277	243	294	284	262	259	242	0	3,807	0
Two or More Races, Not Hispanic	38	25	43	39	39	26	16	13	28	13	22	9	12	0	323	0
Not Reported	7	14	11	9	5	5	3	2	3	1	4	1	4	0	69	0

District Vision, Mission, and Goals

Our Basic District Belief

We believe that:

- All students can meet and even exceed the outcomes established in Board Policy for graduation requirements and grade level promotion/retention standards.
- All students will have multiple ways of learning and demonstrating that they have learned those things required by district graduation requirements and grade level promotion/retention standards.
- Student success is a self-fulfilling process; the more we believe that all students can be successful and the more students experience success, the more success will happen.
- We have the ability within our district and community to develop the resources necessary to ensure that all students experience success.
- The achievement of this belief will take place in a life-long learning environment for Board, staff, students, and parents.

Our District Mission

Our mission is providing staff with the opportunities for professional development, career enhancement and satisfaction, and to become life-long learners. We also want to provide students with the opportunity to:

- master the district content standards adopted by the Board of Trustees.
- use information to communicate and solve problems.
- have high self-esteem.
- show respect for others, the environment, and the world.
- have the tools and motivation for lifelong learning.
- develop an appreciation of the arts.
- learn and apply basic technology skills that assist students to become life-long learners beyond school.
- learn career-related skills and attitudes.

Our District and LCAP Goals

GOAL 1: Provide learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, including support systems which meet the needs of the targeted population.

GOAL 2: Enhance the current learning environment to ensure that our schools provide a physically and emotionally safe environment that is culturally responsive to all students.

Goal 3: Increase parent, family, and community involvement in the education of all students.

Plan Vision and Duration

This plan will be applicable July 1, 2015 until June 30, 2018.

MJUSD's Technology Vision

MJUSD is committed to providing students, parents, teachers, administrators, and staff with the necessary technology and professional development required to succeed in today's technologically advanced world. The new California Assessment of Student Performance and Progress (CAASPP) require students to have more advanced technology skills than they have needed in the past. This Technology Plan will guide the district over the three year period to create an environment where the following is expected:

Students and Teachers

Students will:

- Use current and readily accessible technologies
- Be guided by technologically literate teachers
- Become self-directed learners choosing topics of study and methods of learning
- Use technology to acquire real-world input into the learning process and to access and contribute to the global community
- Be fully capable of performing all of the technology skills required by the CAASPP

Teachers will:

- Have time and opportunities to learn new technologies and to collaborate and reflect with peers
- Integrate technology into their teaching
- Use technology to communicate with each other, with parents and with other members of the learning community

Technology

Technology will:

- Provide timely access to data and information
- Provide efficient and cost effective use of time and resources for management, teaching, and learning
- Promote diverse modes of communication
- Facilitate the development, organization, and presentation of ideas to achieve intended purposes
- Provide engaging instruction that will
 - o Enable and stimulate users to express their creativity
 - o Facilitate individual learning and teaching to maximize student success
 - o Promote higher-level thinking skills to solve authentic problems
 - o Promote learning of basic skills and content
 - o Facilitate collaborative learning and teaching to maximize student success
 - o Promote the integration of curriculum, disciplines, instruction, and modes of learning
- Promote adult, parent, and community learning, communication, and involvement.

Technology Related Priorities

The following four priorities were identified by the Technology Advisory Committee as most important in accomplishing the District's goals and technology vision.

1. **Technology Coaches** – The most successful technology implementations have occurred when current teachers have been able to enter another teacher's classroom and assist with lessons using the technology available in that classroom. Having coaches available on a regular basis would be very beneficial.
2. **Technology Support Staff** – With the increasing amount of technology being used in the classroom, additional staff to insure the equipment is working is an important need.
3. **More Devices** - The goal for the district is to reach a 1:1 device to student ratio. The district has standardized on iPads for grades K-2 and on Chromebooks for grades 3-12. Laptops and Desktops will still be used as supplemental devices.
4. **Five year replacement plan** – To insure that all devices are able to run current software and applications it is important to have updated equipment.

1b. Describe how a variety of stakeholders from within the LEA and the community-at-large participated in the planning process.

The development process for this Technology Plan started with the Technology Director preparing an initial draft covering all of the areas that have been requested and prioritized by the district's stakeholders over the past three years. The initial draft was then submitted to the Technology Advisory Committee for review.

The Technology Advisory Committee consists of representatives of all district stakeholders, including administrators, teachers, parents, local businesses, and the community. The committee was tasked with reviewing the initial draft and recommending appropriate changes. After modifying the plan according to the recommendations made by the Technology Advisory Committee, the Technology Plan was then sent to the Board of Trustees for approval. The Board of Trustees approved the plan on _____.

The Technology Advisory Committee Members

- Gay Todd - Superintendent of Schools, MJUSD
- Tony Danible - Board Member, MJUSD
- Bernie Rechs - Board Member, MJUSD
- Lennie Tate - Executive Director, Educational Services, MJUSD
- Amber Watson - Director of Nutritional Services, MJUSD
- Cynthia Jensen - Director of Facilities, MJUSD
- Bob Eckardt - Lindhurst High School Principal
- Kathleen Hansen - Foothill Intermediate/Loma Rica Elementary Principal
- Rob Gregor - Ella Elementary Principal
- Dean Allen - Marysville High School Teacher/Parent
- Troy Hane - McKenney Intermediate Teacher
- Heather Moyal - Kynoch Elementary Teacher
- Melissa White - Olivehurst Elementary Teacher

1c. Summarize the relevant research and describe how it supports the plan's curricular and professional development goals.

In 2010, Project RED performed an extensive study headed by Greaves to determine the best practices for implementing technology in education to increase the chances of success. They determined that properly implemented educational technology can substantially improve student achievement and that continuous access to a computing device for every student leads to increased academic achievement, especially when technology is properly implemented. This led to the conclusion that a 1:1 student to computer ratio is by far the most effective if implemented properly.

In their meta-analysis review of research conducted between 1993 and 2000 on the effectiveness of DES, Murphy et al (2001) found evidence of a positive association between use of DES products and student achievement in reading and mathematics, an association consistent with earlier reviews of the research literature on the effectiveness of computer-based instruction (e.g., Kulik & Kulik, 1991; Kulik, 1994; Fletcher-Flinn & Gravatt, 1995; Ryan, 1991). Students in the early grades, from pre-K to grade 3, and in the middle school grades appear to benefit most from DES applications for reading instruction, as do students with special reading needs.

In a 2000 study commissioned by the Software and Information Industry Association, Sivin-Kachala and Bialo (2000) reviewed 311 research studies on the effectiveness of technology on student achievement. Their findings revealed positive and consistent patterns when students were engaged in technology-rich environments, including significant gains and achievement in all subject areas, increased achievement in preschool through high school for both regular and special needs students, and improved attitudes toward learning and increased self-esteem.

O'Dwyer, Russell, Bebell, and Tucker-Seeley (2005) found that, while controlling for both prior achievement and socioeconomic status, fourth-grade students who reported greater frequency of technology use at school to edit papers were likely to have higher total English/language arts test scores and higher writing scores on fourth grade test scores on the Massachusetts Comprehensive Assessment System (MCAS) English/Language Arts test.

Michigan's Freedom to Learn (FTL) initiative, an effort to provide middle school students and teachers with access to wireless laptop computers, has been credited with improving grades, motivation and discipline in classrooms across the state, with one exemplary school seeing reading proficiency scores on the Michigan Education Assessment Program (MEAP) test, administered in January 2005, reportedly increasing from 29 percent to 41 percent for seventh graders and from 31 to 63 percent for eighth graders (eSchool News, 2005).

In examining large-scale state and national studies, as well as some innovative smaller studies on newer educational technologies, Schacter (1999) found that students with access to any of a number of technologies (such as computer assisted instruction, integrated learning systems, simulations and software that teaches higher order thinking, collaborative networked technologies, or design and programming technologies) show positive gains in achievement on researcher constructed tests, standardized tests, and national tests.

Cavanaugh's synthesis (2001) of 19 experimental and quasi-experimental studies of the effectiveness of interactive distance education using videoconferencing and telecommunications for K-12 academic achievement found a small positive effect in favor of distance education and more positive effect sizes for interactive distance education programs that combine an individualized approach with traditional classroom instruction.

Boster, Meyer, Roberto, & Inge (2002) examined the integration of standards-based video clips into lessons developed by classroom teachers and found increases student achievement. The study of more than 1,400 elementary and middle school students in three Virginia school districts showed an average increase in learning for students exposed to the video clip application compared to students who received traditional instruction alone.

Wenglinsky (1998) noted that for fourth- and eighth-graders technology has "positive benefits" on achievement as measured in NAEP's mathematics test. Interestingly, Wenglinsky found that using computers to teach low order thinking skills, such as drill and practice, had a negative impact on academic achievement, while using computers to solve simulations saw their students' math scores increase significantly. Hiebert (1999) raised a similar point. When students over-practice procedures before they understand them, they have more difficulty making sense of them later; however, they can learn new concepts *and* skills *while* they are solving problems. In a study that examined relationship between computer use and students' science achievement based on data from a standardized assessment, Papanastasiou, Zemblyas, & Vrasidas (2003) found it is not the computer use itself that has a positive or negative effect on achievement of students, but the way in which computers are used.

Research indicates that computer technology can help support learning and is especially useful in developing the higher-order skills of critical thinking, analysis, and scientific inquiry "by engaging students in authentic, complex tasks within collaborative learning contexts" (Roschelle, Pea, Hoadley, Gordin & Means, 2000; Means, et. al., 1993).

A large-scale experiment published by SRI International in 2007 showed that an artful integration of teacher professional development, curriculum, and software can focus teachers' and students' attention on more important and complex mathematics. Using established cognitive principles, software can be designed to provide interactive depictions of important mathematical concepts that help students understand connections across graphical and linguistic forms. With a modest investment in training the study determined that teachers could implement innovative software and curriculum which was shown to improve student gains in mathematics. (Roschelle, Tatar, Shechtman, Hegedus, Hopkins, Knudsen, Stroter, 2007)

MJUSD has considered some of the conclusions from the research that address the conditions under which technology has the most benefits for students. For example, this Technology Plan has stressed the importance of implementing technology into the curriculum, making it a fundamental part of the teaching that the students receive. It is recognized that simply teaching about computers in isolation is not the most effective way to increase student's awareness of technology, but rather to have it be part of a conscious effort to include technology in everyday instruction. MJUSD also recognizes the importance of working toward a 1:1 student to computer ratio.

MJUSD will continue to utilize the mentioned studies, along with any new studies conducted, to develop models and strategies to maximum the influence technology can have in the classroom. The ultimate goal being student achievement advancing to a level where no school is classified as Program Improvement, and students feel they received an education that has effectively prepared them for continued education or to enter the workforce.

All MJUSD staff who work with children are trained in the importance of the developmental assets. The District recognizes the importance and responsibility every adult has in the development of each child as well as the need to nurture the internal qualities that guide choices and create a sense of centeredness, purpose, and focus.

As more resources become available, the District will strive to get to and stay at the forefront of innovative instruction. This Technology Plan will be evaluated annually to verify that technology is being integrated into curriculum in the most appropriate way possible, based on research from numerous sources.

2. CURRICULUM COMPONENT CRITERIA: The Plan must establish clear goals and realistic strategy for using telecommunications and information technology to improve education services.

2a. Describe teachers' current access to instructional technology and current use of digital tools.

CURRENT DEVICES THROUGHOUT THE DISTRICT

School	Students		Devices		Student:Device		Devices Needed		Supplemental
	Grades: K-2	Grades 3-12	iPads	Chromebooks	K-2 Ratio	3-12 Ratio	Grades: K-2	Grades 3-12	
ALH	6	286	0	20	0.0	14.3	6	266	19
ARB	231	285	56	160	4.1	1.8	175	125	101
BVS	74	72	10	10	7.4	7.2	64	62	63
CLE	213	289	65	240	3.3	1.2	148	49	447
COR	74	51	48	30	1.5	1.7	26	21	31
COV	282	211	86	120	3.3	1.8	196	91	152
DOB	23	25	36	0	0.6	0.0)	25	27
EDG	216	269	191	0	1.1	0.0	25	269	184
EIA	226	271	324	0	0.7	0.0	-98	271	794
FHS	0	190	70	0	0.0	0.0		190	70
JPE	153	174	51	37	3.0	4.7	102	137	122
KYN	347	636	153	33	2.3	19.3	194	603	148
LHS	0	1058	251	0	0.0	0.0		1058	343
LIN	279	372	289	0	1.0	0.0	-10	372	194
LRE	51	50	8	34	6.4	1.5	43	16	48
MCA	0	347	2	120	0.0	2.9		227	80
MCK	0	499	134	35	0.0	14.3		464	108
MHS	0	858	1	0	0.0	0.0		858	463
NMHS	0	76	0	20	0.0	3.8		56	23
OLV	244	296	389	0	0.6	0.0	-145	296	229
SLHS	0	97	0	20	0.0	4.9		77	38
YFS	60	65	32	30	1.9	2.2	28	35	53
YGS	0	675	201	0	0.0	0.0		675	174
Total	2479	7152	2397	909			501	6243	3911

The numbers above represent the total number of devices that are currently on the district's inventory. The desktop and laptops are being used as supplementary devices in the classrooms as the district migrates to a 1:1 model using iPads and Chromebooks. By the end of the 2014-2015 school year, 429 computers will become older than five years old. By the end of the first year of this plan, the 2015-2016 school year, and additional 1444 computers will become older than five years old.

Every teacher has either a laptop or desktop to use and e-mail is available through Microsoft Exchange. Teachers with laptops are able to take them home, desktops stay at school. Teachers take attendance online using Aeries. Aeries also has a gradebook available that assists teachers with report cards. All teachers have access to classroom webpages using the SharpSchool system. Teachers also have access to Google accounts which provided them cloud storage and office productivity software. Many teachers use Edmodo as a classroom based social networking system as well as a collaboration tool with other teachers. A variety of devices are used throughout the schools including iPads and Chromebooks.

Illuminate is used as an academic data management system. The district is able to deliver both paper and computerized assessments that are aligned to the California Standards. Those assessments allow the teachers track student progress throughout the year and assist them with the determination of student grades. Teachers also have the ability to enter their own assessments into the system such as tests and/or quizzes.

2b. Describe students' current access to instructional technology and current use of digital tools.

Elementary Schools

The typical classroom for kindergarten through sixth grade in the district has at least 4-6 computers. In grades K-2, these machines are used for a variety of activities including Accelerated Reader tests, utilizing online typing programs, and accessing educational sites such as Education City. Every machine is connected to the Internet. The majority of sites (Covillaud, Dobbins, Johnson Park, Kynoch, Linda, Loma Rica and Olivehurst) have computer labs. At these sites, and in all third through fifth grade classrooms throughout the district, the computers in the classrooms are used for other educational purposes as well (typing reports, doing research, using other educational software, etc.) Each classroom has at least one printer connected for all the computers in the class to use. All computers have Microsoft Office installed and have the ability to connect to the Internet. At approximately half of the schools, computers are made available to students and parents for 30 minutes prior to the start of school, and 30 minutes after school. Smartboards with mounted projectors and document cameras are in more than 90% of the classrooms. Students have access to Google accounts, but they are used in grades 4-6 more often than in the lower grades. A number of sites have iPads and Chromebooks are becoming a very popular option.

Intermediate Schools

Most classrooms have three to five computers available for the students. All middle schools have computer labs available to students and teachers. All classrooms are networked. Access to the labs during school is on a sign-up by class basis. All computers have Microsoft Office installed, as well as Internet access. Carts of laptops and/or iPads are

also available. Computers are available in each library as well, but not all of the library computers are connected to the network at the request of the school site. Computers at these sites are only available to parents and students before and after school when requested by the user. When requested, computers are made available for approximately 30 minutes before and after school. Google accounts are being used in more and more classrooms. iPads and Chromebooks are also being utilized.

High Schools

Many of the classrooms do not have computers available to the students at the teacher's request. This tends to be related to the subjects taught. Computers are available to students and parents before, during and after school when requested. Lindhurst and Marysville High school each have at least four computer labs that are used for teaching computer skills, research, and careers. Marysville Charter Academy for the Arts utilizes carts of Chromebooks that can be moved throughout the campus.

Other Schools

The following locations fall under the other schools category: North Marysville Continuation School, South Lindhurst Continuation School, and Abraham Lincoln Home School. All classrooms at these sites have Internet access and computers available for both teachers and students. All computers have Microsoft Office. Computers are not available before and after school, though school hours do not always fall during the same times as the traditional schools.

2c. Describe goals and an implementation plan, with annual activities, for using technology to improve teaching and learning. Describe how these goals align to the LEA's curricular goals that are supported by other plans. Describe how the LEA's budget/Local Control and Accountability Plan (LCAP) supports these goals, and whether future funding proposals or partnerships may be needed for successful implementation.

Goal 2c.1 - MJUSD will utilize Technology Coaches (TCs) throughout the district to assist students and teachers in utilizing available technology.

Technology Coaches can be implemented in a variety of ways. Some possibilities are:

- Full-time teachers who have student teachers assisting them in their classrooms can utilize available time to work with other full time teachers at their site to implement technology in the classroom.
- Utilizing extra duty subs or retired teachers, sites can provide time to teachers who have shown an aptitude for integrating technology to assist others.
- At the secondary levels, sites can work with teachers to utilize prep times to assist others. A new subject area will be focused on each year.
- If the LCAP budget committee chooses to fund coaches, they could be provided by the district

The district will be adding Instructional Coaches (IC) in the 2015-2016 school year. Due to the new California Standards, publishers are adding technology pieces to be used during daily instruction. The TCs will work with the CCs to assist teachers in learning the technology pieces of the curriculum.

Activities	Timeline	Dept(s)/Person(s) Responsible	Monitoring & Evaluation
Have each site select a Technology Coach(s) (TC)	Fall 2015	Site Administrators	List of TCs will be kept in the Technology Dept.
Assess teachers current technology skills by site	Continually	Technology Director, Site Administrators, TCs	TCs will perform site surveys
Spend time in other teacher's classrooms assisting them with using the available technology	Fall 2015 Continually Thereafter	TCs, CCs, Technology Dept.	TCs and CCs will keep information on lessons performed and/or assisted with
Utilize articulation time to develop grade level strategies for implementing technology	Fall 2015 - Continually Thereafter	Ed Services Dept., Technology Dept., TCs, CCs	TCs will keep records of assistance provided.

Goal 2c.2 - MJUSD will add additional technology support staff to maintain the increasing technology in the district.

Site Technology Leads will be added to schools as funding is made available. Site Technology Leads will work with the district technology department to keep devices running as efficiently as possible.

- Using site funds, schools can fund a full FTE to assist with the technology at their site
- Using site funds, schools can partner with other sites to partially fund a Lead to assist with the technology at their site.

2d. Describe goals and an implementation plan, with annual activities, for how and when students will acquire the technology skills and information literacy skills needed for college and career readiness.

Goal 2d.1 - Students will be instructed in increasingly advanced technology and information literacy skills to assure that they are college and career ready.

Activities	Timeline	Person(s) Responsible	Monitoring & Evaluation
TCs and ICs will train teachers and provide resources on grade level student technology standards and information literacy skills.	Fall 2015 Ongoing Thereafter	TCs, CCs	Meeting and/or training notes will be kept at that schools sites.
TCs will review with teachers that their integrated technology will assist students in reaching their grade level technology and information literacy skills needs.	Fall 2015, Quarterly Thereafter	TCs	Updates on progress with teachers will be shared at quarterly meetings
Samples of student work will be collected at appropriate grade levels and evaluated	Spring 2015, Ongoing Thereafter	Teachers, TCs, Site Administrators	Evaluation of student work and test results will be performed

Goal 2d.2 - The district will make available a device for each student to use in class.

Using site and LCAP funding, the district will work to create a 1:1 student to device ratio. K-2 students will have a 1:1 ration with iPads. 3rd - 12th grade students will have a 1:1 ratio with Chromebooks. At the end of each year, the TAC will be given an update as to the current ratio. The number of devices needed can be found in the table in section 2a.

Goal 2d.3 - The district will develop a replacement plan that will guarantee devices are in proper working condition and are able to run current programs and applications.

Using site and LCAP funding, the district will work to replace laptops and desktops every five years. iPads and Chromebooks will be replaced when they are no longer able to run current applications. The Smarter Balanced recommendations will be used when determining appropriate age for student devices. Also, the district will work with sites to determine the ongoing cost of peripheral devices such as printers, projectors, bulbs, etc.

2e. Describe goals and an implementation plan, with annual activities, to address Internet safety and the appropriate and ethical use of technology, including AB 307 and Children's Internet Protection Act (CIPA) compliance, in the classroom.

MJUSD is committed to educating our students to be responsible and safe digital citizens. At the beginning of every school year the technology department provides lesson plans for teachers that assist them with providing every student in the district with age appropriate lessons on internet safety, appropriate online behavior, and cyberbullying. The lessons are provided by Common Sense Media using their E-Rate toolkit. Each lesson includes handouts for parents so that they can provide the same information to their students that the teachers are giving in class.

The lessons are:

ELEMENTARY SCHOOL

One 45-minute lesson per grade per year

Grade - Lesson

K - Going Places Safely

1 - Sending Email

2 - Show Respect Online

3 - Talking Safely Online

4 - The Power of Words

5 - Digital Citizenship Pledge

MIDDLE SCHOOL

Two 45-minute lessons per grade per year

Grade - Lesson

6 - Safe Online Talk & Scams and Schemes

7 - Trillion Dollar Footprint & Cyberbullying: Crossing the Line

8 - Which Me Should I Be? & Cyberbullying: Be Upstanding

HIGH SCHOOL

One 45-minute lesson per grade per year

Grade - Lesson

9 - Private Today, Public Tomorrow

10 - Risky Online Relationships

11 - College Bound

12 - Taking Perspectives on Cyberbullying

More information can be found at <https://www.commonsensemedia.org/educators/erate>

3. PROFESSIONAL DEVELOPMENT COMPONENT CRITERIA: The Plan must have a professional development strategy to ensure that staff understands how to use these new technologies to improve education services.

3a. Summary of the teachers' and administrators' current technology proficiency and integration skills and needs for professional development.

During the Spring of 2015, MJUSD completed the full CAASPP for the first time. This has changed the thinking of how we look at the current technology proficiency of our teachers and administrators. During the summer of 2015, the technology department and the educational services department will develop a new survey to determine the current skill levels as they pertain to what CAASPP requires.

3b. Goals and an implementation plan, with annual activities, for providing professional development opportunities based on a LEA needs assessment.

MJUSD believes that proper technology integration will improve student achievement in both ELA and math and the professional development provided in technology integration will be done with that focus in mind. The district will evaluate the results of the teacher and administer surveys yearly to guarantee professional development is targeting the areas most in need.

At each site the TCs will develop site specific training plans. The plans will take into account the survey results as well as individual requests made by site staff. This will allow each site to focus the professional development on what most fits their needs. For instance, one site may find that iPads work well with their interventions while another site may find that they have more success in a computer lab setting. We want to make sure that each site has the flexibility to best meet the needs of their students and teachers. It is also important that technology become integrated into all facets of daily instruction. With that in mind, each TC will assist teachers in integrating technology into both ELA and math.

Using the above approach, the district's primary professional development goal is:

Goal 3b.1 - MJUSD Teachers and Administrators will develop a clear understanding on how to best integrate technology into their regular instruction in both ELA and math, with special attention given to subject areas identified by teachers and/or administrators based on the requirements of CAASPP.

Activities	Timeline	Dept(s)/Person(s) Responsible	Monitoring & Evaluation
District will evaluate yearly survey results	Fall 2015 Yearly Thereafter	Educational Services, Technology Dept.	Survey results will be kept in the Technology Dept.
TCs will evaluate survey results for their sites	Fall 2015 Yearly Thereafter	TCs	Survey results will be kept by TCs
Grade level technology teams will be created to develop technology integrated lessons	Fall 2015, Ongoing Thereafter	Technology Dept	Videos of teachers performing lessons will be made available
With assistance TCs develop technology training plans to improve integration into daily instruction	Winter 2015 Yearly Thereafter	Educational Services, Technology Dept, TCs	Technology training plans will be available at each site
Sites will begin training according to their Technology training plans	Winter 2015 Ongoing Thereafter	TCs	Training/meeting notes will be kept at the school sites
TCs will meet with grade level technology teams to learn new strategies	Winter 2015, Monthly Thereafter	Technology Director	Meeting agendas will be kept in the Technology Dept.
TCs will meet quarterly to compare strategies and techniques	Fall 2015 Quarterly Thereafter	Technology Director, Educational Services, TCs	Meeting agendas will be kept in the Technology Dept.
Surveys will be conducted yearly to assess teacher and administrator skills	Spring 2015 Yearly	Technology Director, Educational Services, TCs	Survey results will be collected and provided to TCs as well as the TAC

4. INFRASTRUCTURE, HARDWARE, TECHNICAL SUPPORT, SOFTWARE, AND ASSET MANAGEMENT COMPONENT CRITERIA: The Plan must include an assessment of the telecommunication services, hardware, software, asset management, and other services that will be needed to improve education services.

4a. Describe the existing hardware, Internet access, electronic learning resources, technical support, and asset management already in the LEA that will be used to support the Curriculum and Professional Development Components of the plan.

The key to all of the above goals being met is adequate bandwidth, stable and reliable equipment, and the necessary support staff to guarantee the equipment works. Without reliable equipment, any technology project is destined to fail. With that in mind, this section will discuss how the MJUSD Technology Dept. is going to make certain that the necessary equipment, infrastructure, and support is in place to increase the probability of success for the Curricular Technology Goals and to give the students and teachers the greatest chance to succeed at the SBAC.

CORE INFRASTRUCTURE

MJUSD is currently in the process of upgrading the core infrastructure of the district's network. Cisco routers, firewalls, and switches make up the backbone of the system. The upgrade is being performed with the main goal of providing the maximum amount of system resources possible for the CAASPP. The system will automatically identify CAASPP traffic and will adjust resources such as processor speed and bandwidth to give that traffic priority.

WAN

MJUSD participates in the state funded K-12 High Speed Network. Funding and operation of the ongoing California K-12 High Speed Network is administered by the Imperial County Office of Education, in partnership with the Mendocino and Butte County Offices of Education, and School Services of California, Inc. Through this system, the district connects to the Yuba County Office of Education for Internet services. Currently, this connection is made via a 1000 Mbps fiber connection. The district will monitor the effectiveness of staying with the K-12 High Speed Network and will change to a different service provider if it is determined to be necessary.

Elementary Schools

Currently – Nearly all elementary schools are connected to the district office via 100 Mbps fiber connection. Johnson Park elementary school is connected via 1000 Mbps fiber connection. Dobbins And Yuba Feather are connected via two 1.5 Mbps T-1 connections.

Intermediate Schools

Currently – All three intermediate schools are connected to the district office via 100 Mbps fiber connection.

High Schools

Currently - Lindhurst High School (LHS) is connected to the district office via 1000 Mbps fiber connection that is shared with Johnson Park Elementary. Marysville High School and Marysville Charter Academy for the Arts are connected to the district office via Gigabit Fiber connections.

Other Schools

Currently - South Lindhurst Continuation School connects to LHS via a Gigabit fiber line and shares the 1000 Mbps fiber connection at LHS. North Marysville Continuation School, and Abraham Lincoln School are connected to the district office via Gigabit Fiber connections.

LAN

Elementary Schools

Currently - Each school utilizes a Cisco router which manages the data connection as well as the voice over IP phone system. IDF locations contain Cisco POE switches. The connections between the MDF and IDF's are 1 Gbps fiber connections. The connections to the desktop are at least 100 Mbps with many connections being 1 Gbps.

Needed - nothing currently. Technology Dept. will monitor LAN utilization to determine necessary upgrades.

Intermediate Schools

Currently - Each school utilizes a Cisco router which manages the data connection as well as the voice over IP phone system. IDF locations contain Cisco POE switches. The connections between the MDF and IDF's are 1 Gbps fiber connections. The connections to the desktop are at least 100 Mbps with many connections being 1 Gbps.

Needed - nothing currently. Technology Dept. will monitor LAN utilization to determine necessary upgrades.

High Schools

Currently - Each school utilizes a Cisco router which manages the data connection as well as the voice over IP phone system. IDF locations contain Cisco POE switches. The connections between the MDF and IDF's are 1 Gbps fiber connections. The connections to the desktop are at least 100 Mbps with many connections being 1 Gbps.

Needed - nothing currently. Technology Dept. will monitor LAN utilization to determine necessary upgrades.

WIRELESS

The district was able to utilize the E-Rate program, along with additional funding from facilities upgrades and the various after school programs to deploy a district-wide wireless-N system. The deployment utilizes secondary controllers at each site with a primary controller located at the district office. The wireless system is able to utilize multiple VLANs internally allowing the district to separate classroom connections from administrator connections. The system also has a rogue AP detection system that not only detects access points not controlled by the district, but also hits those access points with denial-of-service attacks making them unusable. The system was designed to be easily scalable to insure that it is fully capable of supporting the SBAC.

The last remaining site without wireless is the district office. This is because E-Rate funds were not available to cable the district office. A goal for the first year of the plan is to fund the necessary cabling which will provide for the installation of the access points. The district will continue to monitor the existing system to determine if any additional access points or system upgrades are needed.

SECURITY

MJUSD currently uses the following devices for various security purposes

- Cisco ASA firewalls
- Sophos – Antivirus
- Sophos Pure Message – Anti-spam
- Websense – Web Filtering
- Vlan's separate administration data from classroom data.

The District will continue to look at additional security options to guarantee that confidential information is kept secure and that the network availability is more than adequate.

CURRENT EDUCATIONAL SOFTWARE USED

The following software is currently used for various educational and/or educational support purposes:

- Accelerated Reader – Reading software for grades 1-8
- Accelerated Math – Math software used in grades 8-12
- Star Reading – Reading software for elementary grade levels
- Star Math – Math software used in elementary and middle schools
- Publisher provided software resources in support of curriculum (Go Math, Write Steps)
- Microsoft Office
- Aeries – Student Information System
- Illuminate – Academic Data Management System
- Follett – Library Management System

CURRENT ADMINISTRATIVE SOFTWARE USED

- Escape - Personnel, Financial, and Inventory Software
- SmartFind - Substitute Employee/Leave Tracking System
- SchoolDude - Work Order system for Maintenance/Technology/Grounds

- Nutrikids – Nutritional Services software for managing meals in schools

The district will continue to look at additional software options and/or upgrades to guarantee the highest level of service possible.

CURRENT TECHNOLOGY DEPT. STAFFING

There are currently ten people in the Technology Dept. The current positions include:

- Director of Technology
- Senior Network Analyst
- Database Analyst
- Telecommunications Technician
- Network/Computer Technician
- Web/Computer Technician
- Computer Technician I
- Computer Technician I
- Computer Technician I
- Technology Assistant

4b. Describe the technology hardware, electronic learning resources, networking and telecommunications infrastructure, physical plant modifications, technical support, and asset management needed by the LEA's teachers, students, and administrators to support the activities in the Curriculum and Professional Development components of the plan.

A priority for the 2015-2016 school year is to increase Yuba Feather and Dobbins Elementary schools bandwidth. The Technology Dept. will monitor bandwidth usage at all sites to determine necessary expansion in the future.

In an effort to maximize throughput for the CAASPP, the technology department is working to separate all internal data traffic from the external traffic which would include the CAASPP tests. The goal is to give the highest priority on the network to the CAASPP test.

The following is the recommended hardware replacement plan for computers and other technology items:

5. MONITORING AND EVALUATION COMPONENT CRITERIA: The plan must include an evaluation process that enables the school to monitor progress toward the specific goals and make mid-course corrections in response to new developments and opportunities as they arise.

5a. Describe the process for evaluating the plan's overall progress and impact on teaching and learning.

Process for evaluating the plan's overall progress and impact on teaching and learning

Student achievement will be closely monitored to determine the effectiveness of the instructional technology implementation. To keep this plan current, determine successfulness, and make implementation most effective the following activities will be undertaken, and data evaluated:

- The Technology Advisory Committee will meet annually. This committee will make recommendations on all parts of the Technology Plan, including budget decisions, minimum computer specifications, progress made, etc.
- The teacher and administrator surveys will be reviewed annually by the Technology Advisory Committee and the tech team.
- MJUSD will distribute information regarding district and site technology projects and initiatives on the district's website.
- MJUSD will coordinate the updating and revision of the plan on an annual basis through recommendations made by the Technology Advisory Committee.
- Results of the evaluation and surveys will be distributed among district staff through the MJUSD webpage.
- Student Assessment Data, etc. will be evaluated and analyzed to determine the plans successfulness in supporting the district in its effort to achieve its goals.

Schedule for evaluating the effect of plan implementation.

- The Technology Advisory Committee will meet bi-annually.
- The tech team will meet quarterly.
- The Technology Plan will be revised annually at the end of every school year.

The process and frequency of communicating evaluation results to tech plan stakeholders.

- The Director of Technology will provide the School Board, Superintendent, Cabinet, and Site Administrators with a district-wide progress report on an annual basis. The report will be developed by the end of May each school year. This report will show the district's progress toward meeting the goals stated in the district's Technology Plan. All stakeholders will be notified about the progress of the technology plan.
- After the second Technology Advisory Committee meeting of the school year, any suggested modifications to the Technology Plan will be made. The modified Technology Plan will be submitted to the Technology Advisory Committee before the first day of the following school year for approval. If additional discussion is needed, special Technology Advisory Committee meeting will be called. Once the committee approves the modifications, the plan will be submitted to the School Board for final approval. All stakeholders will be notified about modifications made to the technology plan. The final approved plan will be made available on the MJUSD Website at <http://www.mjUSD.k12.ca.us>.

✓

Lisa Mejia

From: Ana Correa
Sent: Friday, May 22, 2015 2:20 PM
To: Lisa Mejia
Cc: Lori Guy
Subject: Donations

Hello Lisa,

Please add the following names to the board packet of donations that helped make our Edgewater track a reality.

KT Concrete – Curbing \$6750
Western Aggregate and Mathews Ready mix – Gravel \$1,700
H Miller Trucking – Delivery of gravel \$1,000
Teichert Construction Company – Scraping and Grading \$9,000
Cameron Knudson – Blue prints and oversee \$1,000
Twin Cities – Steam Roller \$140
Dee Faupula – Bobcat \$300
Wilfredo and Elizabeth Quintero – Tractor \$100
Guy & Angela Hale - \$500
Cynthia Peña - \$100
Lori Guy - \$100
Lysandra Wilcox - \$50
Imelda Sanchez \$20
Ana Correa \$20
Kendall Harris - \$13

Thank you!

Ana Luisa Correa
Edgewater School Secretary

Linda School Donations to sponsor student to Shady Creek May 2015

Darrell McFarland	\$500
Lois Zacharopoulos	\$500
Jeff and Debbie Gingery	\$500
Brown's Gas Company	\$1015.55
Sether Roofing	\$120
Lita Shrider	\$89
Cindi Edwards	\$30
Nicole Mix	\$140
Pete and Janet VanAlstyne	\$100
Mr. and Mrs. Norm Roberts	\$50
Mr. and Mrs. Tim Dant	\$148.50

MJUSD SUPT OFFICE
MAY 26 2015
RECEIVED/im

Services Agreement Reinstatement

Name of Employer: Marysville Joint Unified School District

The Services Agreement for the fiscal year Jul 1, 2014 – Jun 30, 2015 entered into by your organization and The Omni Group ("OMNI"), is hereby reinstated for the fiscal year Jul 1, 2015 - Jun 30, 2016 with the following fee schedule below:

FEE SCHEDULE FOR 2015-2016 YEAR

<u>Description</u>	<u>No of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>403(b) Accounts*</u>	225	37.00	8,325.00
<u>457(b) Accounts</u>	3	37.00	111.00
<u>Total 2015-2016</u>			<u>\$ 8,436.00</u>

**Includes 403(b) ROTH Accounts*

EMPLOYER:

By: _____

Title: Superintendent

Date: June 23, 2015

OMNI FINANCIAL GROUP, INC.

Name: Nina M. Rovinski

By: Nina M. Rovinski, President

Date: May 22, 2015

PLEASE RETURN A SIGNED COPY BY JULY 1, 2015

CA-5638

135

SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$145 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent of the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is six months beginning April 13, 2015, with the option to extend for another six months. This contract supersedes prior contracts. Total billable hours shall not exceed one hundred fifty (150) per month.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; analyze and document long-term debt; prepare/review enrollment projections and staffing; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:



Gay Todd, Superintendent
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

6-17-15

Date



President
RYLAND SCHOOL BUSINESS CONSULTING

4-13-15

Date

136



**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 **June 23, 2015** by and between
(board approval date)

J.J. Sokoloski Painting and Wallcovering 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:

Nine Thousand Three Hundred Sixty Dollars and no/100. (9,360.00)

(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: 633 (add applicable to trade)
3. (example = **C20 HVAC; C38 Refrigeration**). This contract shall commence **upon board approval or** _____ **(add date after board approval date)** with work to be completed within 60 consecutive days and/or by August 30, 2015.

4. (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>).

5. **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) **Covillaud Preschool Room A,B,C, Prep and Paint all wall, 2 coats (Color to be chosen by District) classrooms and adjoining restrooms.**

- **Refer to Exhibit A, attached hereto (attached proposal or quote as Exhibit A must state at prevailing wage for all services \$1K or over but under \$15K)**



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.

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

Noncollusion Affidavit

Attachment B – Terms and Conditions (5 pages)

Attachment D – Criminal/Fingerprinting Certification

Attachment E – Prevailing Wage/Labor Compliance

Attachment G – Proof of Registration with DIR

Attachment I – W-9

Attachment A - Contractor Certification

Attachment C - Workers' Compensation Certificate(s)

School Safety Act Provisions

Attachment F – Form 590

Attachment H - Certificates of Insurance (COI/AI):

Exhibit A – Scope/Work Specifications

TYPE OF BUSINESS ENTITY

☒ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

68-0144408
 Employer Identification Number

License No: 551173 Classification: C33 Expiration Date: 12/31/2016

(District Use Only: License verified by [Signature] Date: 6/8/2015)

Fill in at time of preparation – District Staff

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

Service Provider Name and address: _____

Print Name of Providers Authorized Signature Name and Title: _____

Authorized Signature: [Signature] Date: 6/8/15 Email: JSSNS016@comcast.net

Accepted by District: _____

Date: _____

Dr. Gay Todd, Superintendent of Schools

Board Approval Date

Contractor's License Detail for License # 551173

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

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

Business Information
J J SOKOLOSKI
615 SADDLEBACK DR
MARYSVILLE, CA 95901
Business Phone Number:(530) 743-8032

Entity Sole Ownership
Issue Date 12/15/1988
Expire Date **12/31/2016**

License Status

This license is current and active.
All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING

Bonding Information
Contractor's Bond

This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA.
Bond Number: 446150C
Bond Amount: \$12,500
Effective Date: 01/01/2007
[Contractor's Bond History](#)

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.
Effective Date: 01/16/2015
Expire Date: None
[Workers' Compensation History](#)

139



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 of Service Provider(s) employee(s):

1. JERRY SOKOLOSKI
2. —
3. —

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

Dated: 6.8.15

J&J Sokoloski Painting and Wallcovering
(Service Providers Company Name)

[Signature]

(Service Providers Signature)

Owner

(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:

- 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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint



Marysville Joint Unified School District

apprenticeship committee under this section are subject to Labor Code Section 3081.

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

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

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

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

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

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

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

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and

the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

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

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

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

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

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

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear,



Marysville Joint Unified School District

unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

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

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

Representative. Failure to comply with the Permit is in violation of federal and state law.

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

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

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

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

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

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



Marysville Joint Unified School District

Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

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

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim

remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED 6/8/2015
consisting of Article 1 through Article 21

(add date of signing by contractor)



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.



Service Providers Signature, Contractor's Authorized 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.: __Covillaud Preschool Rooms A,B,C painting
between the Marysville Joint Unified School District ("District" or "Owner") and **J&J Sokoloski
Painting and Wallcovering** ("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

Service Providers/Contractors Company Name: **J&J Sokoloski Painting and
Wallpapering**

X Title: **OWNER**

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



Marysville Joint Unified School District

ATTACHMENT D Continued:

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.
 - ☒ Service Providers Supervisor's Name: JERRY SOKOLOSKI
 - ☒ Tax id number (if applicable – do not include ss#'s): 68-0144408
- ☐ 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).

Signature: [Signature] Title: SUPERVISOR OF MAINTENANCE Date: 06-08-15
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable. **Fill in at time of preparation - District Staff Only Signature Above.**

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

(Remainder of the page left blank intentionally)

148



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**


PROJECT NAME OR CONTRACT NO.: ~~Coville~~ **Preschool Room #A, B and C**

Marysville Joint Unified School District (the "District" or the "Owner") and **J&J Sokoloski Painting and Wallcovering** (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: 6-8-13

Proper Name of Contractor: **J&J Sokoloski Painting and Wallcovering**

Signature: 

Print Name: JAMES J. Sokoloski

x Title: OWNER

(Remainder of the page left blank intentionally)



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

551173

Business Name

J J SOKOLOSKI

Entity **INDIV**

Class/Category(s) **C33**

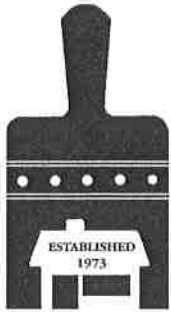
Expiration Date

12/31/2016

www.cslb.ca.gov



150



J.J. Sokoloski

Exhibit A

Painting and Wallcovering

CA LIC. #551173

June 5, 2015

Bid for Work to be Completed
Marysville Joint Unified School District
Covillaud Elementary School

Scope of Work

Building C

Prep and paint all walls, 2 coats. Color to be chosen by District.

Back wall behind sink and bathroom walls will be primed with a special primer to adhere to plastic.

2 coats of paint to be applied to same area. Color to be chosen by District.

Unable to guarantee adhesion of paint on plastic surface.

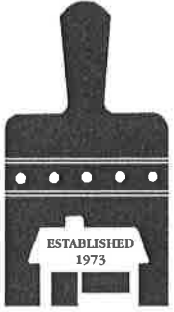
Paint all previously painted trim. No paint to be applied to baked enamel trim surfaces.

All staples and paper to be removed prior to initiation of work. All desks and cabinets to be moved to center of room prior to initiation of work. Bathrooms must be emptied of content prior to initiation of work.

Materials and Labor \$3,120.00

Submitted by: JJ Sokoloski Painting and Wallcovering

151
pg 1 of 3



J.J. Sokoloski

Enlist A

Painting and Wallcovering

CA LIC. #551173

June 5, 2015

Bid for Work to be Completed
Marysville Joint Unified School District
Covillaud Elementary School

Scope of Work

Building B

Prep and paint all walls, 2 coats. Color to be chosen by District.

Back wall behind sink and bathroom walls will be primed with a special primer to adhere to plastic.

2 coats of paint to be applied to same area. Color to be chosen by District.

Unable to guarantee adhesion of paint on plastic surface.

Paint all previously painted trim. No paint to be applied to baked enamel trim surfaces.

All staples and paper to be removed prior to initiation of work. All desks and cabinets to be moved to center of room prior to initiation of work. Bathrooms must be emptied of content prior to initiation of work.

Materials and Labor \$3,120.00

Submitted by: JJ Sokoloski Painting and Wallcovering

152

pg 20 of 3



J.J. Sokoloski

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[Signature]
Submitted by: JJ Sokoloski Painting and Wallcovering

153

Pg 3 of 3



**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 _____, 2015 by
(board approval date)

and between **Todd Lee Shelton DBA Tec-Com**, 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: eight thousand seven hundred seventy four dollars and 60/100 Dollars (\$8,774.60)**

(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-7 Low Voltage. The scope of this work was completed in April 2015 given the emergency and safety related nature of this repair.**

(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)

- **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.

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

Noncollusion Affidavit

Attachment A - Contractor Certification

Attachment B – Terms and Conditions (6 pages)

Attachment C - Workers' Compensation Certificate(s)

Attachment D – Criminal/Fingerprinting Certification with School Safety Act Provisions

Attachment E – Prevailing Wage/Labor Compliance

Attachment F – Form 590

Attachment G – Proof of Registration with DIR

Attachment H - Certificates of Insurance (COI/AI):

Attachment I - W-9

Attachment J – Contractors License Verification

Exhibit A – Scope/Work Specifications

TYPE OF BUSINESS ENTITY

☐ Individual
☒ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

26-0591957

Employer Identification Number

License No: **769824** Classification: **C-7 Low Voltage Systems** Expiration Date: **09/30/2016**

(District Use Only):

License verified by: **Cynthia Jensen**

Date: **05/20/2015**



Marysville Joint Unified School District

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

Service Provider Name and address: **Todd Lee Shelton DBA Tec-Com, PO Box 1626, Yuba City, Ca 95992**

X **Print Name of Providers Authorized Signature Name and Title: Todd Lee Shelton DBA Tec-Com Title: Todd Shelton - Owner**

X **Authorized Signature: Todd Shelton Date: 05-27-15**
Phone: (530) 751-2155 Email: tshelton@tec-com.net

Accepted by District: Gay Todd

Dr. Gay Todd, Superintendent

Date: 6-4-15

Board Approval Date

Page 2 of 2

(Remainder of this page has been left blank intentionally)



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 of Service Provider(s) employee(s):**
- X 1. Wade Shelton
2. Dirk Theiler
3. Rusty Ford

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

X **Dated:** 05-27-15

Todd Lee Shelton DBA Tec-Com
(Service Providers Company Name)

X 

(Service Providers Signature)

X Owner

(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:

- 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.

158



Marysville Joint Unified School District

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."

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



Marysville Joint Unified School District

of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

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

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

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

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

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

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

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

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

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

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

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

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good



Marysville Joint Unified School District

quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

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

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

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

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

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

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

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

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



Marysville Joint Unified School District

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

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

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

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

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

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

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

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

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in



Marysville Joint Unified School District

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 **05/20/2015** consisting of Article 1 through Article 21

(Remainder of this page has been left blank intentionally)

163



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.

Shelton Lee Shelton DBA Tec-Com

Service Providers Signature, Contractor's Authorize Representative

X

Todd Shelton

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.)

164



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 Emergency Repair – Inv #8454,
by and between the Marysville Joint Unified School District ("District" or "Owner") and **Todd Lee Shelton DBA Tec-Com** ("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

Service Providers/Contractors Company Name: **Todd Lee Shelton DBA Tec-Com**

☒ Title: Owner

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



Marysville Joint Unified School District

ATTACHMENT D Continued:

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.

 X 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.

Service Providers Supervisor's Name: **Todd Lee Shelton DBA Tec-Com**

Tax id number: 26-0591957

_____ 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).

Signature: **Cynthia Jensen**

Title: **Director of Facilities and Energy Management** Date: **05/20/2015**

Phone: **(530) 749-6151** Email: **cjensen@mjusd.com**

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.

(Remainder of the page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E:

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: **Cordua Emergency Repair – Inv #8454**
Marysville Joint Unified School District (the "District" or the "Owner") and **Todd Lee Shelton DBA Tec-Com** (the "Contractor" or the "Service Provider").

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:

5-27-15

Proper Name of Contractor: **Todd Lee Shelton DBA Tec-Com**

X Signature:

Todd Shelton

X Print Name:

Todd Shelton

X Title:

Owner

(Remainder of the page left blank intentionally)



Marysville Joint Unified School District

**ATTACHMENT F:
Form 590**

(Remainder of the page left blank intentionally)

Attachment "F:"

YEAR

CALIFORNIA FORM

2014 Withholding Exemption Certificate**590**

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

Withholding Agent (Type or print)

Name

Payee

Name

Todd Lee Shelton

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

2 6 - 0 5 9 1 9 5 7

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

P O B O X 1 6 2 6

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

Y U B A C I T Y

State

C A

ZIP Code

9 5 9 9 2

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) Todd Shelton Telephone (530) 751-2155Payee's signature  Date 5/20/15



Marysville Joint Unified School District

Attachment G: W-9

(Remainder of the page left blank intentionally)

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) Todd Lee Shelton	
Business name/disregarded entity name, if different from above dba Tec-Com	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) PO Box 1626 City, state, and ZIP code Yuba City, CA 95992 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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
			-				-	
Employer identification number								
2	6	-	0	5	9	1	9	5 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 2/12/15
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Marysville Joint Unified School District

**Attachment H:
Certificate of Insurance and Additional Insured Endorsement
(2 pages at a minimum naming MJUSD)**

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

**Attachment I:
Proof of Annual Registration with DIR by Contractor/Service Provider
(Remainder of page left blank intentionally)**

173

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
TODD LEE SHELTON	1000000735	CSLB:769824	08/12/2014	06/30/2015



Marysville Joint Unified School District

**Attachment J:
Contractors' License**

(Remainder of page left blank intentionally)

TEC-COM

License #769824

P O Box 1626
 Yuba City, CA 95992
 530-751-2155 tel
 530-751-2112 fax

R15-03441
 BT-15-01844

Invoice Date	Invoice #
4/16/2015	8454-1

Bill To:

M.J.U.S.D.
 1919 B Street
 Marysville, CA 95901

Ship To:

P.O. No.	Customer Contact	Completion Date	Job No.	Terms
Emergency Repair	Ramon Hernandez	4/16/2015	8454	Due on receipt

Description	Amount
<p>MJUSD - Cordua Conduit Repair</p> <p>Scope of Work:</p> <ol style="list-style-type: none"> 1.) Saw cut & removed asphalt at site of damaged conduits. 2.) Excavated to expose damaged conduits 7 cables. 3.) Repaired damaged conduits with 2-piece repair kits & removed damaged cabling. 4.) Backfilled, compacted & installed new asphalt to repair excavation site. 5.) Removed soils from site & cleaned area. 6.) Provided and installed Qty. 2 - Cat 5E OSp rated cables from MPOE to fire alarm panel (replaced damaged). <ul style="list-style-type: none"> - Connected to FA panel/ MPOE binding posts and brought back online. 7.) Provided and installed Qty. 1 - 25 Pr. OSp rated cable from MPOE to MDF (replace damaged). <ul style="list-style-type: none"> - Connected to MPOE binding posts / MDF with existing cross connect wires. 8.) Provided & installed Qty. 1 - 6 strand MM fiber from MDF to each IDF - 2 total locations (replaced damaged). 9.) Tested newly installed cabling & patched into network. 10.) Verified network link to each IDF. <p>Project Pricing: Conduit Repair & Cabling (material & equipment) 3,337.10 Project Pricing: Labor / Conduit Repair / 04-09-15 3,397.50 Project Pricing: Labor / Cabling / 04-10-15 2,040.00</p>	
Thank you for your business.	<p>AMOUNT DUE (Total Lump Sum Price) \$8,774.60</p>

176

Tracy
 6/3/15

Attachment "J"

Contractor's License Detail for License # 769824

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

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

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

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

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

Business Information

TEC COM

P O BOX 1626

YUBA CITY, CA 95992

Business Phone Number:(530) 751-2155

Entity Sole Ownership

Issue Date 10/06/1999

Expire Date **09/30/2016****License Status****This license is current and active.**

All information below should be reviewed.

Classifications

C-7 - LOW VOLTAGE SYSTEMS

Bonding Information**Contractor's Bond**

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6063096

Bond Amount: \$12,500

Effective Date: 03/02/2009

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the REPUBLIC UNDERWRITERS INSURANCE COMPANY

Policy Number:ATW004796

Effective Date: 06/01/2014

Expire Date: 06/01/2015

Workers' Compensation History

177



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **769824**

Entity **INDIV**

Business Name **TEC COM**

Classification(s) **C-7**

Expiration Date **09/30/2016**

www.cslb.ca.gov





Marysville Joint Unified School District

**Exhibit A:
Proposal and back up materials**

(Remainder of page left blank intentionally)

EXHIBIT "A"

attn: Todd
TEC-COM

License #769824

P O Box 1626
Yuba City, CA 95992
530-751-2155 tel
530-751-2112 fax

- Cordua fencing
damage during
install - no potting

Invoice Date	Invoice #
4/16/2015	8454-1

Bill To:

M.J.U.S.D.
1919 B Street
Marysville, CA 95901

Ship To:

email: +shelton@tec-com.net

P.O. No.	Customer Contact	Completion Date	Job No.	Terms
Emergency Repair	Ramon Hernandez	4/16/2015	8454	Due on receipt

Description	Amount
<p>MJUSD - Cordua Conduit Repair</p> <p>Scope of Work:</p> <ol style="list-style-type: none"> 1.) Saw cut & removed asphalt at site of damaged conduits. 2.) Excavated to expose damaged conduits & cables. 3.) Repaired damaged conduits with 2-piece repair kits & removed damaged cabling. 4.) Backfilled, compacted & installed new asphalt to repair excavation site. 5.) Removed soils from site & cleaned area. 6.) Provided and Installed Qty. 2 - Cat 5E Osp rated cables from MPOE to fire alarm panel (replaced damaged). <ul style="list-style-type: none"> - Connected to FA panel/ MPOE binding posts and brought back online. 7.) Provided and Installed Qty. 1 - 25 Pr. Osp rated cable from MPOE to MDF (replace damaged). <ul style="list-style-type: none"> - Connected to MPOE binding posts / MDF with existing cross connect wires. 8.) Provided & Installed Qty. 1 - 6 strand MM fiber from MDF to each IDF - 2 total locations (replaced damaged). 9.) Tested newly installed cabling & patched into network. 10.) Verified network link to each IDF. <p>Project Pricing: Conduit Repair & Cabling (material & equipment) 3,337.10 Project Pricing: Labor / Conduit Repair / 04-09-15 3,397.50 Project Pricing: Labor / Cabling / 04-10-15 2,040.00</p> <p>Note: low voltage conduit (fibers torn up) - Damage includes: data & phones to classrooms plus main service feed into the school for phone system.</p>	
Thank you for your business.	AMOUNT DUE (Total Lump Sum Price) \$8,774.60

180 pg 1 of 2

pg 1 of 2

- exclusion MJUSD Insurance -
\$10K deductible -

EXHIBIT A

Project Information

FORM

Form Type: PWC-100

Project Award Date: 3/24/2015

AWARDING BODY INFORMATION

Name: Marysville Joint Unified School District/Maint Dept
 Address: 1919 B Street
 Maintenance Department
 Marysville, CA 95901

Primary Contact: Julie Brown
 Primary Email: jbrown@mjUSD.com
 Work Phone: 5307496183

PROJECT INFORMATION

Project Name: Cordua Fence Project
 Brief Description: Fencing
 Contract Amount: \$6749.00
 Total Project Cost: \$15523.60
 Alternative Model: None Apply
 Physical Address: 2380 Hwy 20
 Marysville, CA 95901 YUBA

Project #: R15-03034
 Contract #: R15-03034
 Number of Prime Contractors: 2

Billing Address: 1919 B Street
 Marysville, CA 95901

Project Information 2

PWC-100

Project Name: Cordua Fence Project Project #: R15-03034 Contract #: R15-03034 Status: New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 2/20/2015
 Estimated or Actual Start: 4/3/2015
 Estimated or Actual Completion: 4/11/2015

DLSE Information:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project? No
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address: slane@mjUSD.com Name: Scott Lane Title: Exec Director Work Phone: 530-749-6199

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
726527	CRUSADER FENCE COMPANY INC	3115 GOLD VALLEY DR RANCHO CORDOVA, CA 95742	mike@crusaderfence.com	LABORERS

General Contractor2

CSLB/Certificate Number	NAME	Address	Email	Classification
769824	TEC COM	P O BOX 1626 YUBA CITY, CA 95992	tsheilton@tec-com.net	ELECTRICIANS

181

Pg 2 of 2

Pg 2 of 2

3115-B Gold Valley Dr.
Rancho Cordova, Ca
95742-6588
(Beside COSTCO
Off White Rock Road

*rec'd
5/11/2015*



(916) 631-9191
(916) 852-9191
Toll Free (888) 818-9191
Fax (916) 631-8989
License #726527

CRUSADER FENCE CO., INC.

May 11, 2015

Marysville Unified School District
1919 B Street
Marysville, Ca 95901
Attn: Scott Lane, Director of Maintenance
Re: Repair to damaged underground cable at Cordua School

*Backup
for reference
only*

Scott,

As follow up to our phone conversation of April 29th regarding the charges to repair a damaged underground cable at Cordua School we are not responsible for these costs.

We were directed by Terry Biladeau to install the fence in this location and the question of underground utilities was discussed. Crusader Fence offered to contact a private underground locating service and have the expense for this service added to our contract to be paid by the school district. Terry declined and told Crusader Fence that the only utilities were in the newly paved areas(see attached photos). The blue marks on the pavement were placed by the school district and as directed we dug our holes outside the new pavement into the old pavement. The area where the fence was to be installed was to be clear of any underground utilities according to Terry Biladeau.

Crusader Fence proceeded with the fence installation as directed and encountered the underground cable in question in one of the post holes(see photo).

Being that Crusader Fence installed the fence as directed by the school district representative and the school district declined the services of a private underground locating service it is not the financial responsibility of Crusader Fence to cover any of the repair costs for damage to underground utilities.

Respectfully,

Tom Cadman
Project Manager

cc: Bob Raker, Brent Henderson

182

pg 1 of 2

"Union Fence Contractor Serving Northern California"

Backup
For reference
only

School District Assets

UNDERGROUND
PER TERRY BURDEN

Project Information

Backup - for reference only

FORM

Form Type: PWC-100 Project Award Date: 3/24/2015

AWARDING BODY INFORMATION

Name: Marysville Joint Unified School District/Maint Dept Primary Contact: Julie Brown

Address: 1919 B Street Primary Email: jbrown@mjUSD.com

Maintenance Department Work Phone: 5307496183

Marysville, CA 95901

PROJECT INFORMATION

Project Name: Cordua Fence Project Project #: R15-03034

Brief Description: Fencing Contract #: R15-03034

Contract Amount: \$6749.00 Number of Prime Contractors: 1

Total Project Cost: \$6749.00

Alternative Model: None Apply

Physical Address: 2380 Hwy 20 Billing Address: 1919 B Street

Marysville, CA 95901 YUBA Marysville, CA 95901

Project Information 2

PWC-100

Project Name: Cordua Fence Project Project #: R15-03034 Contract #: R15-03034 Status: New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 2/20/2015 Estimated or Actual Start: 4/3/2015

Estimated or Actual Completion: 4/11/2015

DLSE Information:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No

Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes

Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project? No

Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address: slane@mjUSD.com Name: Scott Lane Title: Exec Director Work Phone: 530-749-6199

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
728527	CRUSADER FENCE COMPANY INC	3115 GOLD VALLEY DR RANCHO CORDOVA, CA 95742	mike@crusaderfence.com	LABORERS

184

pg 1 of 1

Backup -
for reference
only

BUSINESS SERVICES

1. DONATIONS TO THE DISTRICT

The Board accepted the following donations:

#Accepted
Donations

A. COVILLAUD ELEMENTARY SCHOOL

- a. Christmas donation list. See Special Reports, Pages 54-62.

B. LINDHURST HIGH SCHOOL

- a. Robin Gulvin donated \$90 to the FFA.
b. Melisa Bell donated \$55 to the FFA.
c. Sagehen's Retriever Club donated \$4,100 to the FFA.
d. Don & Marilyn Graham donated \$200 to the Brens Memorial Scholarship.

2. CONTRACT WITH GALAXY MOBILE DJ FOR MCKENNEY SCHOOL GRADUATION

The Board approved the contract with Galaxy Mobile DJ for the McKenney Intermediate School 8th Grade Promotion Ceremony in the amount of \$600.

#Approved
Contract

3. CONTRACT WITH CRUSADER FENCE COMPANY TO INSTALL CHAIN LINK FENCE AT CORDUA SCHOOL

The Board approved the Public Works Contract with Crusader Fence Company to install a chain link fence at Cordua Elementary School in the amount not to exceed \$6,749. The work will commence on 4/3/15 and is scheduled to be completed by 4/9/15.

#Approved
Contract

4. CONTRACT WITH FRANCISCA INES DUENAS TO PROVIDE SERVICES AT YUBA GARDENS SCHOOL

The Board approved the contract with Francisca Ines Duenas to provide services at Yuba Gardens Intermediate School in the amount not to exceed \$2,250.

#Approved
Contract

❖ End of Consent Agenda ❖

NEW BUSINESS

PERSONNEL SERVICES

1. TENTATIVE AGREEMENT WITH AMACE

The Board approved the Tentative Agreement (TA) between the Marysville Joint Unified School District (District) and the Association of Management and Confidential Employees (AMACE).

#Approved
Agreement

Motion by Glen Harris, second by Jim Flurry

Final Resolution: Motion Carried

Yes: Jeff Boom, Frank Crawford, Anthony Dannible, Glen Harris, Jim Flurry, Randy Rasmussen, Bernard Rechs

185

v

Pg 10 of 1

Minutes
3/24/15

**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 June 23rd, 2015 by
(board approval date)
and between **BRCO Constructors**, 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: **fourteen thousand two hundred sixty dollars and 00/100 Dollars (\$14,260.00)**

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **B – General Building Contractor**.

This contract shall commence **upon board approval or Wednesday, June 24, 2015** with work to be completed within **forty five (45) consecutive days**.

(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)

- **Exhibit A, attached hereto**

186

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.

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

Noncollusion Affidavit**Attachment A - Contractor Certification****Attachment B - Terms and Conditions (6 pages)****Attachment C - Workers' Compensation Certificate(s)****Attachment D - Criminal/Fingerprinting Certification with School Safety Act Provisions****Attachment E - Prevailing Wage/Labor Compliance****Attachment F - Form 590****Attachment G - Proof of Registration with DIR****Attachment H - Certificates of Insurance (COI/A/I):****Attachment I - W-9****Attachment J - Contractors License Verification****Exhibit A - Scope/Work Specifications****TYPE OF BUSINESS ENTITY**

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

68-0125305

Employer Identification Number

License No: **511602** Classification: **B-General Building Contractor** Expiration Date: **06/30/2016**

(District Use Only):

License verified by: **Cynthia Jensen**Date: **05/20/2015****187**

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



Marysville Joint Unified School District

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

Service Provider Name and address: **BRCO Constructors, P.O. Box 367, Loomis, Ca 95650**

Print Name of Providers Authorized Signature Name and Title: BRCO Constructors.

Title: Tod Burres, Vice President

Authorized Signature:

A handwritten signature in black ink, appearing to read "Tod Burres", is written over a horizontal line.

Date: June 23, 2015

Phone: (916) 652-3868 Email: tburres@brcoconstructors.com

Accepted by District: _____

Date: _____

Dr. Gay Todd, Superintendent

Board Approval Date

Page 2 of 2

(Remainder of this page has been left blank intentionally)



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 of Service Provider(s) employee(s):

1. Bryce Von Aesch
2. _____
3. _____

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

Dated: June 23, 2015



Vice President

Complete only if pertinent)

BRCO Constructors

(Service Providers Company Name)

(Service Providers Signature)

(Title)

189



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.



Marysville Joint Unified School District

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."

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



Marysville Joint Unified School District

of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

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

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

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

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

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

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

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

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

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

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

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

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good



Marysville Joint Unified School District

quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

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

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

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

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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



Marysville Joint Unified School District

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

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

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

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

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

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

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

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

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in



Marysville Joint Unified School District

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 **05/20/2015** consisting of Article 1 through Article 21

(Remainder of this page has been left blank intentionally)



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, reading "Tod Burres", is written over a horizontal line.

Service Providers Signature, Contractor's Authorize Representative

Tod Burres, Vice President

Print 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.: Yuba Gardens Portable Restroom Demo – 8168.
by and between the Marysville Joint Unified School District ("District" or "Owner") and **BRCO Constructors** ("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

Service Providers/Contractors Company Name: **BRCO Constructors**
Title: Bryce Von Aesch, Superintendent

☐ 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 D Continued:

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.

 X Surveillance of employees of the Contractor by school personnel.

 X 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.

Service Providers Supervisor's Name: **BRCO Constructors**

Tax id number: 68-0125305

_____ 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).

Signature: **Cynthia Jensen**

Title: **Director of Facilities and Energy Management** Date: **05/20/2015**

Phone: **(530) 749-6151** Email: **cjensen@mjuds.com**

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.

(Remainder of the page left blank Intentionally)

198



Marysville Joint Unified School District

ATTACHMENT E:

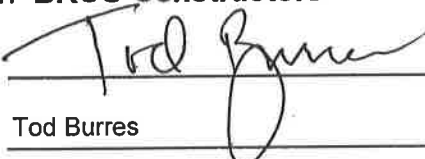
**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: BRCO Constructors– 8168
Marysville Joint Unified School District (the "District" or the "Owner") and **BRCO Constructors** (the "Contractor" or the "Service Provider").

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: June 23, 2015

Proper Name of Contractor: **BRCO Constructors**

Signature: 

Print Name: Tod Burres

Title: Vice President

(Remainder of the page left blank intentionally)

2014 Withholding Exemption Certificate**590**

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

Withholding Agent (Type or print)

Name

Marysville Joint Unified School District

Payee

Name

BRCO Constructors, Inc.

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

6 8 - 0 1 2 5 3 0 5

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

P.O. Box 367

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

Loomis

State

ZIP Code

CA

9 5 6 5 0

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) Laura Wilson, Accounting Manager Telephone (916) 652-3868Payee's signature  Date 06/23/2015

Attachment 9

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.
BRCO Constructors, 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=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 367

6 City, state, and ZIP code
Loomis, CA 95650

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									
6	8	-	0	1	2	5	3	0	5

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 ▶  Date ▶ **JUNE 23, 2015**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

- 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.



Attachment 'H'

BRCCON-01

JLOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2015

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 Lodi-Alliant Insurance Services, Inc. 1949 W Kettleman Ln Ste 200 Lodi, CA 95242	CONTACT NAME: Tami Whittle		
	PHONE (A/C, No, Ext): (209) 333-1136	FAX (A/C, No):	
INSURED BRCO Constructors, Inc. P.O. Box 367 Loomis, CA 95650	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Wesco Insurance Company		25011
	INSURER B: Security National Insurance Company		19879
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor <input checked="" type="checkbox"/> Per Project Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		WPP101937406	10/01/2014	10/01/2015	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WPP101937406	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> 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	SWC1056349	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Yuba Gardens MS Portable Restroom Demo, 1964 11th Avenue, Olivehurst, CA 95961. Marysville Joint Unified School District is additional insured per the attached endorsements. Coverage is primary.

CERTIFICATE HOLDER

CANCELLATION

Marysville Joint Unified School District 1919 B. Street Marysville, CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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attachment "H"

POLICY NUMBER:

WPP101937406

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment "H"

POLICY NUMBER:

WPP101937406

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

Attachment 'I'

Public Works Contractor Registration Fee Payment Coupon



Please Mail this form and your check payable to the
PUBLIC WORKS CONTRACTOR REG:FEE Fund

State of California
Department of Industrial Relations
Public Works Contractor Registration Unit
P.O. Box 101520
Pasadena, CA 91189-0005

Date: July 7, 2014

PW Contractors

Registration Number: 1000000205

Transaction Amount: \$300.00

Contractor's Name: BRCO CONSTRUCTORS, INC.

Contractor License: 511602

Contractor Legal Entity: CORPORATION

Contractor's Name & Address:

BRCO CONSTRUCTORS, INC.

P.O. BOX 367

LOOMIS CA 95650

This is not a registration certification. Registration will take effect after payment is received and processed.
Please write the Public Works Contractors Registration number on your check and allow 8 to 10 weeks for
payment processing. Check the Public Works Registered Contractor search to confirm registration completion
at: <https://efiling.dir.ca.gov/PWCR/Search>

Remittance for annual Public Works registration fee:

Amount
\$300.00

205

Attachment "J"

Contractor's License Detail for License # 511602

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

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

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

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

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

Business Information

BRCO CONSTRUCTORS INC
P O BOX 367
LOOMIS, CA 95650
Business Phone Number:(916) 652-3868

Entity Corporation
Issue Date 06/04/1987
Expire Date 06/30/2015

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

The renewal application has been received but not yet processed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Bonding Information**Contractor's Bond**

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 103699095

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) ROTH BRIAN SCOTT 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: 11/10/2014

The Responsible Managing Officer (RMO) ROTH MATTHEW SEAN 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: 11/10/2014

206

Policy Number: SWC1056349
Effective Date: 10/01/2014
Expire Date: 10/01/2015
Workers' Compensation History

Attachment "J"

Other

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

207

Exhibit "A"



To: Marysville JUSD
Attn: Cynthia Jensen
Re: Yuba Gardens Portable Restroom Demolition

Date: 5/21/15

BID ITEM PRICES:

1. Demolition of one (1) portable restroom LS= \$14,260.00

SCOPE OF WORK:

- Relocate concrete benches for access to our work.
- Demo portable restroom per attached Google Earth print provided by owner.
- Abatement per Adam Laboratories Report dated April 8, 2015.
- AQ Notification (takes up to 2 weeks).
- Patch asphalt after removal of (E) asphalt ramp.
- Daily clean-up of work area.
- Owner to provide access to water for demolition.

EXCLUSIONS

- ❖ Any item not specifically noted as included above is considered excluded.
- ❖ Utility disconnect of any kind. *(Maintenance Staff to complete)*
- ❖ Removal of hazardous, contaminated or buried materials.
- ❖ Irrigation replacement or repair. *N/A*
- ❖ Patch work for other trades. *(Maintenance Staff to complete)*
- ❖ Installation/repair of any underground utilities
- ❖ Asphalt, header board, and/or concrete.
- ❖ Processing of soils that are saturated or unsuitable for compaction (Site must be dry). *N/A*
- ❖ Dust control, SWPPP, hydro-seeding, and/or any erosion control measures. *N/A*
- ❖ BOND, construction water, staking, permits, fees inspections, and/or compaction testing.
- ❖ Repair to existing sidewalk or asphalt due to construction operations *(Maintenance to address) as needed*

PAYMENT/LEGAL CLARIFICATIONS AND INFORMATION

- Proposal valid for thirty (30) days.
- Payment is due at completion of work.
- The Owner shall indemnify BRCO to the fullest extent permitted by law from and against any and all claims from the operations performed.
- Not responsible for any damage to unmarked/unknown utilities

Thank you for the opportunity to provide our quotation for this project.

Sincerely,

Tod Burres
Tod Burres
BRCO Constructors, Inc.

X Acceptance Date: _____

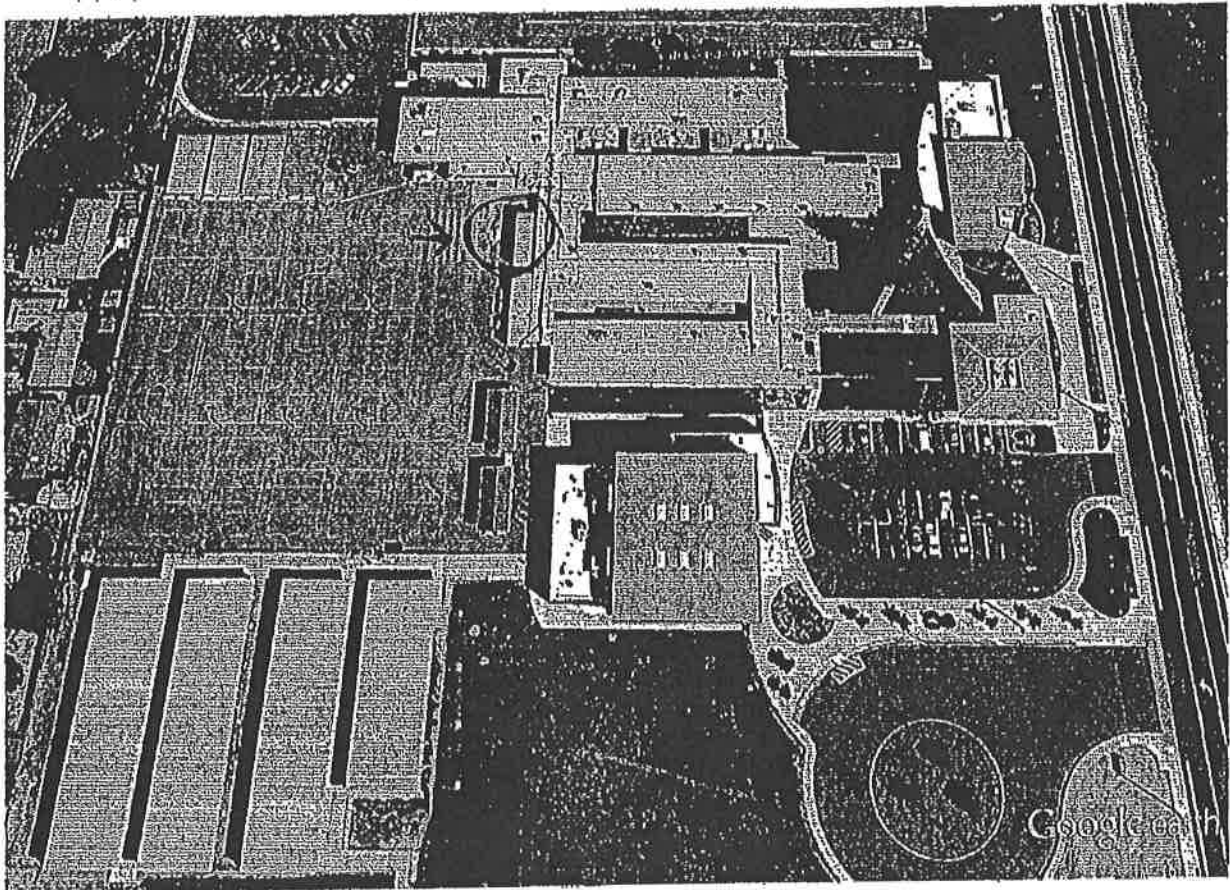
X _____

Name: *Superintendent*

P.O. BOX 367 ♦ LOOMIS, CA 95650 ♦ CA LICENSE NO. 511602
♦ TELEPHONE (916) 652-3868 ♦ FAX (916) 652-3922

pg 1 of 2 208

Exhibit "A"



Google earth

feet 300
meters 90



- Yuba gardens -
→ portable Restroom

209

Pg 20 of 2

AGREEMENT FORM

THIS AGREEMENT FOR CONSTRUCTION SERVICES ("Agreement"), entered into this _____, 2015, by and between the Marysville Joint Unified School District ("DISTRICT") and **BRCO Constructors Inc.**, a California Corporation ("CONTRACTOR"). The DISTRICT and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. DISTRICT is the owner of certain real property commonly known as: **8149 – Covillaud Fencing** located at: **629 F Street, Marysville, Ca 95901**, county of Yuba, state of California ("Project Sites").

B. DISTRICT is contracting to provide site preparation and assistance with the **8149 – Covillaud Fencing Project** ("Project").

C. CONTRACTOR has been selected as the lowest responsible and qualified bidder for the Project.

D. DISTRICT desires that the CONTRACTOR complete the Project in accordance with the terms and conditions of this Agreement and all contract documents incorporated herein.

E. CONTRACTOR is willing to complete the Project in accordance with the terms and conditions set forth in this Agreement and all contract documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required to complete the Project in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. CONTRACTOR shall perform that work designated in CONTRACTOR'S Bid Form which constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any subcontractor.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

ARTICLE 2 - TIME OF COMPLETION:

CONTRACTOR shall have 60 calendar days from the Notice to Proceed to complete the work, anticipated notice to proceed to occur about Wednesday, June 24, 2015.

The DISTRICT may give the Notice to Proceed within sixty (60) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall commence all work as specified in the Notice to Proceed, as well as the Project Schedule, and shall diligently schedule, execute and fully complete the required work in accordance with the current Project Schedule and within the time period specified in the Notice to Proceed.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this sixty (60) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, CONTRACTOR shall not be entitled to any compensation or damages for bid preparation, associated costs or otherwise, including work performed, if any, by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

In case of delays to Project completion by strikes, by lockouts, by fire, by embargoes, by earthquake, by acts of war or God, or by any other cause beyond the reasonable control of DISTRICT and/or CONTRACTOR then neither DISTRICT nor CONTRACTOR will be entitled to any damages, restitution or compensation, additional or otherwise, from the other for such delays. For any other delays, unless caused solely by DISTRICT, CONTRACTOR shall not be entitled to an extension of time.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day for each and every day of delay beyond the time set for completion of the Project as liquidated damages and not as a penalty or forfeiture. CONTRACTOR shall pay a percentage of the liquidated commensurate with the CONTRACTOR's responsibility for each calendar day of delay as determined by the Construction Manager and the DISTRICT in completing the work within the stipulated time as a result of: (a) the CONTRACTOR's failure to complete the Contract within the time specified in the Notice to Proceed and/or; (b) the CONTRACTOR's failure to complete the Contract in accordance with the Project Schedule. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of three hundred eighteen thousand dollars and no/100 (\$318,000.00), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without written agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) In any legal or equitable action or proceeding, including arbitration and mediation, and other litigation, brought either to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred therein, including expert witness fees and costs.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Notice to Contractors
Statement of Experience
Designation of Subcontractors
Non-Collusion Affidavit
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding
Worker's Compensation
Agreement
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security
Deposit In Lieu of Retention

Workers'
Compensation/Employers Liability
Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding
Drug-Free Workplace
Contractor's Certificate Regarding
Alcohol and Tobacco
Contractor Certification Regarding
Background Checks
References
General Conditions
Specifications
Project Schedule
All Addenda as Issued
Drawings (if applicable)

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following Labor Code sections by way of illustration and not limitation are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. California Labor Code Section 1771.4

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project the legally-required contractor's license classification for the specific Bid Package, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

DISTRICT

By: _____

Name: _____

Dated: _____

CONTRACTOR

Tod Burres

Typed or Printed Name

Vice President

Title



Signature

GENERAL CONDITIONS

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 8149 – COVILLAUD FENCING PROJECT

The MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District") and BRCO Constructors, Inc., a California Corporation ("Contractor") acknowledge and agree to the following terms and conditions for the construction and completion of the 8149 - Covillaud Fencing Project ("Project"). District or Contractor may be referred to individually as a "Party" or collectively as the "Parties."

ARTICLE I CONTRACTOR QUALIFICATIONS, GENERAL DUTIES AND STATUS

Contractor warrants that it has the following qualifications:

(a) Experience. Contractor represents to District that Contractor is experienced in the construction of the type of facility desired by District and possesses all necessary licenses and qualifications required to build and deliver the completed Project within the timelines specified in this Agreement, the project manual and drawings .

(b) Licenses. Contractor and its agents shall be licensed and regulated by the California Contractors State License Board and possess the license(s) listed in the Notice to Contractors. Should Contractor or its agents not be so licensed at any time during the term of this Agreement, Contractor is subject to penalties under the law and the Agreement shall be void.

(c) Financial Solvency. Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment, and labor, and is experienced in and competent to perform the work contemplated by this Agreement; and that it is authorized to do business in the State of California where the Project Site is located.

ARTICLE II CONTRACT DOCUMENTS

Section 1. The "Contract Documents" consist of the Agreement between the District and Contractor, the Documents listed in Article 7 therein, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect or Construction Manager. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect or Construction Manager and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Architect's duties.

Section 2. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractors contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

Section 3. The Drawings and Specifications generally describe the Work to be performed by the Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor to provide a complete Project. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

**ARTICLE III
WORK**

Section 1. Intent. The Contractor shall provide all items and services necessary for the proper design, construction, execution and completion of the Project, including but not limited to any and all items and services consistent with and reasonably inferable from the governing Contract Documents (defined below) as necessary to produce the intended results, whether or not the items and services are specifically mentioned in them. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all, unless certain services or equipment are specifically excluded in this Agreement. The scope of work for the Project is provided in Exhibit A, attached hereto and incorporated herein. Also included and incorporated into the project are the project manual and construction drawings.

Section 2. Definition. For the purposes of this Agreement, the term "Contract Documents" shall mean means those construction documents for the Project, including without limitation, the plans and specifications which have been adopted by the District, approved by any other agencies having jurisdiction over the Project and reviewed by the Contractor.

Section 3. Independent Contractor Status. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required by the terms of this Agreement. Nothing herein contained shall be

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be considered in any manner to be District employees. District shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of this Agreement and all Contract Documents.

Section 4. Change of Entity. Contractor shall not change the name or legal structure of its entity without first notifying District in writing.

Section 5. Cooperation. Contractor shall cooperate with District in making such changes as District may request in the Contract Documents.

Section 6. Construction Work. All construction work done by the Contractor shall be performed in accordance with the Contract Documents. All construction work which Contractor is not capable of performing with its own forces shall be let by Contractor to subcontractors (hereinafter called "Subcontractors"), in its own name, and not as an agent of the District.

(a) Subcontracting. Contractor agrees to bind every Subcontractor by the terms of this Agreement as far as such terms are applicable to Subcontractor's work. If subcontracts any part of this Agreement, Contractor shall be as fully responsible to District for acts and omissions of each Subcontractor and of persons either directly or indirectly employed by Subcontractor. Nothing contained herein shall create any contractual relation between any Subcontractor and District.

(b) Payment to Subcontractors. Contractor shall make timely payment of all Subcontract amounts when and as due, except that notwithstanding provisions to the contrary in a particular Subcontract, Contractor shall not pay such Subcontractor any sums corresponding to sums withheld from Contractor by District on account of defects, deficiencies, acts, or omissions of such Subcontractor. In no event shall any such payments be made later than the thirty (30) day time limit imposed by Public Contract Code section 20104.50, unless good cause is shown. Contractor shall indemnify, defend and hold District harmless from any claims or actions which allege that any subcontractor or supplier was not paid with respect to the Project.

Section 7. Work and Materials. Contractor covenants that all the work on the Project will be done in a good and workmanlike manner that complies with the industry standard for similar projects and that all materials furnished and used in connection therewith will be new and in conformance with the established industry standard unless otherwise approved by the District.

Section 8. Supervision. Contractor shall provide competent supervision of all phases of the work and shall cause the work to be performed in strict and complete accordance with the Contract Documents. All personnel and Subcontractors used by Contractor in the performance of the work shall be qualified by training and experience to perform their assigned tasks, and shall have all necessary licenses. At the request of District, Contractor shall not use in the

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

performance of the work any person or Subcontractor deemed by District to be incompetent, careless, unqualified to perform the work, or otherwise unsatisfactory to District.

Section 9. Licenses and Permits. Contractor is obligated to obtain all necessary licenses, building and other permits, and similar authorizations from governmental authorities required to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations, and restrictions.

Section 10. Protection of Project Site. Contractor shall protect and prevent damage to all unfinished phases of the Project, including but not limited to the protection thereof from damage by the elements, theft, or vandalism.

Section 11. Acts and Omissions of Employees. Contractor shall be responsible to the District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing or completing portions of the Project under direct or indirect contract with the Contractor or any of its subcontractors.

**ARTICLE IV
COORDINATION AND COMMUNICATION WITH DISTRICT**

Contractor shall coordinate all work with the District and shall communicate with the District on a regular basis to provide updates on the progress of the Work. Contractor acknowledges that District will be performing Work on the Project and will assist in the coordination of such work with the District, and assist with the coordination and/or supervision of any Work performed by the District when requested.

**ARTICLE V
PROGRESS PAYMENTS**

Section 1. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

Section 2. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) unless Contractor has filled out the Escrow Agreement for Security Deposit in Lieu of Retention up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

Section 3. The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Article IV below. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

Section 4. Contractor shall not be entitled to payment for any non-conforming work performed, so long as any lawful or proper direction concerning that non-conforming work or any portion thereof given by the District is not corrected by Contractor. District shall withhold from the Progress Payments one hundred fifty (150%) of the estimated value of non-conforming work unless satisfactorily corrected or remedied. This provision shall also apply in the event that a portion of non-conforming work may impact other completed work, resulting in a need to reconstruct or re-work related work. The District shall not unreasonably withhold payment for unrelated and uninvolved work in the event of dispute over non-complying work without entering into negotiations make a good faith effort to arrive at settlement of said conflict.

Section 5. No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request.

**ARTICLE VI
PAYMENTS WITHHELD**

Section 1. District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project.
- (b) The cost of defective work which Contractor has not remedied.
- (c) Liquidated damages assessed against Contractor.
- (d) Penalties for violation of labor laws.
- (e) The cost of materials ordered by District.
- (f) The cost of completion of this agreement, if there exists a reasonable doubt that this agreement can be completed for the balance then unpaid to Contractor.
- (g) Damage to another contractor.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

- (h) Site clean up as provided in Article X.
- (i) Payments to indemnify, defend, or hold harmless District.
- (j) Any payments due to District including but not limited to payments for failed tests, utilities or imperfections.
- (k) Extra services for Architect.

Section 2. Extra services for the Project Inspector including but not limited to reinspection required due to Contractor's failed tests or installation of unapproved or defective materials, and Contractor's requests for inspection and Contractor's failure to attend the inspection. In order to ensure the timely completion of the Project, the District may elect to use the funds withheld to pay subcontractors, vendors or laborers. Prior to doing so, the District shall provide the Contractor written notice of District's intent to disburse the monies. If the Contractor does not object to this written notice within ten (10) days of its mailing, the District may disburse said monies and shall be held liable to the Contractor only if such disbursement is not made in good faith.

Section 3. Upon remedy of any reason for withholding payment, payment shall be made for amounts withheld by District.

**ARTICLE VII
LIQUIDATED DAMAGES**

Section 1. Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day beyond the Contract completion date or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestone established in or pursuant to the Project Schedule which is included in and a part of the project manual. Any liquidated damages recovered by the District shall not, however, limit the District's right to separately recover any actual out-of-pocket damages it suffers due to Contractor's delay. Contractor and his surety shall be liable for the amount thereof pursuant to Government Code section 53069.85. The District may deduct the liquid damages from the retention if not paid by Contractor.

Section 2. Contractor shall not be charged for liquidated damages because of any delays in completion which are not the fault or negligence of Contractor, including but not restricted to Acts of God. Contractor shall, within ten calendar (10) days of beginning any such delay, notify District in writing of causes of delay. Contractor shall provide documentation and justification

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

to substantiate the delay and its relation to the Project's critical path. District shall ascertain the facts and extent of delay and grant an extension of time for completing work when, in its judgment, the facts justify the granting of such an extension. The District's finding of facts regarding delay shall be final and conclusive. Any extension of time granted by District shall apply only to that portion of work affected by the delay and shall not apply to other portions of work not so affected.

**ARTICLE VIII
PROGRESS SCHEDULE**

Section 1. The Project Schedule in the bid documents. Within ten (10) calendar days after being awarded the contract, Contractor shall submit a progress schedule for District and Architect's approval. The schedule shall not exceed time limits set forth in the Contract Documents and/or Notice to Proceed and shall comply with all of the scheduling requirements as set forth in the Specifications. Failure to submit a schedule or submittal of a schedule which shows completion of the Work beyond the specified completion date shall be deemed a material breach by the Contractor. The scheduling is necessary for the District and Architect's adequate monitoring of the progress of the Project. The Architect and/or District may disapprove of any schedule or require modification to it if, in the opinion of the Architect or District adherence to the progress schedule will not cause the Work to be completed in accordance with the Agreement and the project manual.

Section 2. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items and shop drawings in its progress schedule. If Contractor fails to include deferred approval items and shop drawings in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to its failure to comply with law, building codes and other regulations (including Title 24 of the California Code of Regulations).

Section 3. Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

**ARTICLE IX
CHANGES IN THE WORK**

Section 1. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, the Contractor, and the DSA (if necessary).

Section 2. Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

Section 3. CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY.

Section 4. The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, or an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

Section 5. A "CO" is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and the DSA (if necessary), stating their agreement upon all of the following:

- (a) A description of a change in the Work;
- (b) The agreed amount of the adjustment in the Contract Sum, if any; and
- (c) The extent of the adjustment in the Contract Time, if any.

Section 6. A COR is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change by the Contractor. A COR shall include breakdowns to validate any change in Contract Price due to proposed change or claim. A COR shall also include any additional time required to complete the Project. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

Section 7. The amount of the increase or decrease in the Contract Price from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation and agreed to by the Parties in writing:

- (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

- (b) By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
- (c) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
- (d) By cost of material and labor and percentage of overhead and profit.

**ARTICLE X
CLEAN-UP**

Contractor at all times shall keep the premises reasonably free from debris such as waste, rubbish, and excess materials and equipment caused by work on the Project. Contractor shall not leave debris under, in or about the premises at the end of any day and shall keep the premises free from any attractive nuisances. If Contractor fails to clean up at the completion of the work, District may do so and the cost of such clean up shall be charged back to the Contractor or may be subtracted from any payments due to Contractor.

**ARTICLE XI
CORRECTION OF WORK BEFORE ACCEPTANCE**

Section 1. Correction of Work. Contractor shall promptly remove from the premises all work determined by District as failing to conform to the Contract Documents, applicable building codes, ADA, Title 24 of the California Code of Regulations, Field Act or DSA requirements, whether incorporated into the Contract Documents or not. Contractor shall promptly replace and re-execute its own work to comply with all applicable documents, laws and guidelines without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If Contractor does not remove or correct such condemned work within a reasonable time, District may remove it and may store the material at Contractor's expense. The costs associated with such removal and clean up shall be charged to the Contractor.

Section 2. Notice of Defect. District shall provide Contractor prompt written notice of all defective construction of which District has actual knowledge or work that does not conform with the Contract Documents.

Section 3. Failure to Correct Defective or Non-conforming Work. If the Contractor fails to correct nonconforming or defective work within a reasonable time, the District may correct it after THREE (3) days written notice and all costs related to such work shall be charged to Contractor.

**ARTICLE XII
INSPECTION, COMPLETION, AND CLOSE-OUT**

Section 1. Final inspection will be made upon written notification from Contractor to District that all work has been completed. A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by Contractor that the Project is complete.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

Section 2. District shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work has been completed to the satisfaction of the District. The Project may only be accepted as complete by action of the Board.

Section 3. Contractor shall prepare and directly submit to the applicable governmental agencies the final Project accounting and close-out reports including all DSA, CDE, SAB and OPSC forms required for the final close-out of the Project. District shall cooperate and assist Contractor as necessary.

Section 4. All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials or other Contract Documents and copies furnished thereof by District are District's property. They are not to be used in other work and are to be returned to District upon completion of the Project.

Section 5. Upon issuance of the Notice of Completion, Contractor shall deliver to District one (1) complete set of final as-built drawings, operating manuals, repair parts lists, service instructions and equipment warranties.

**ARTICLE XIII
ACCESS TO WORK**

District and its representatives shall at all times have reasonable access to the Project. Contractor shall provide safe and proper facilities for such access during normal working hours. District and its representatives shall observe all Project safety requirements.

**ARTICLE XIV
OCCUPANCY**

District may, with advance agreement of Contractor, which shall not be unreasonably withheld, occupy portions of the Project before completion of the Project, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement pursuant to Public Contract Code section 7107. As noted in Article 10, section 2, the Project may only be accepted as complete by action of the District's Governing Board.

**ARTICLE XV
INTEGRATION OF WORK**

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of the Project site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

**ARTICLE XVI
INSPECTOR OF RECORD**

Section 1. One or more Project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

Section 2. All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Section 3. The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

**ARTICLE XVII
INSURANCE**

Section 1. Contractor shall maintain all course of construction and other insurance as necessary to protect said equipment and work. The District shall not become responsible for risk of loss or other insurable risk until final Notice of Completion and Final Payment has been made to Contractor. Contractor shall cause the following insurance coverage to be maintained at its sole cost and expense during the term of work performed hereunder to protect Contractor and District from all claims for personal injury, including accidental death, to any person, as well as from all claims for property damage arising from operations under this Agreement:

(a) Commercial general liability insurance including Contractor's risk, blanket contractual, broad form property damage, completed operations and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) Comprehensive automobile liability insurance including owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

(c) Contractor shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance and comprehensive automobile liability insurance in an amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

Section 2. Endorsements shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Endorsements shall clearly state that the District and District Inspector are named as "Additional Insured" under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. Said endorsements must be provided in a form deemed suitable to the District, in its sole and absolute discretion. All proof of insurance required herein shall be delivered before the commencement of any work on the Project by Contractor. All insurance policies must be issued by California admitted insurers. A non-California admitted insurer may be accepted at the sole discretion of the District.

**ARTICLE XVIII
BONDS**

Section 1. Contractor shall furnish separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the contract price on forms acceptable to the District. All bonds shall be provided by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Personal sureties and unregistered sureties are unacceptable. Contractor shall keep the performance bond in effect until expiration of the guarantee/warranty period referenced herein. Contractor shall keep the payment bond in effect for an additional six (6) months after the period in which stop notices may be filed as set forth in Civil Code section 3184.

**ARTICLE XIX
INDEMNITY**

Section 1. Contractor agrees to and does hereby indemnify, defend and hold harmless District, its Board members, its officers, agents, District Inspector, and its employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may arise out of or in connection with the Project, including without limitation the following:

(a) Liability for damages for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense arising from the above, sustained by any person or entity; including without limitation, District, Contractor or any person, firm, subcontractor or contractor employed by either District or Contractor upon or in connection with the Project, except for liability resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Contractor, or any person, firm or subcontractor employed by Contractor, either directly or by independent contract, including all damages due to

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

loss or theft, sustained by any person, firm or Contractor, including District, arising out of, or in any way connected with Contractor's performance, whether said injury or damage occurs either on or off District property, or if the liability arose from the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

Section 2. Contractor, at its own expense, cost and risk, shall defend any and all actions, suits, claims, demands or other proceedings to the extent of the above-described indemnification that may be brought or instituted against District, its Board, its officers, agents, or employees, and shall pay or satisfy any judgment that may be rendered against District, its Board, its officers, agents, or employees in any action suit or other proceedings as a result thereof.

Section 3. Contractor shall require that indemnity language in substantially the same form as set forth above be inserted in any agreements with its subcontractors.

Where approval by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, industry standards and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

**ARTICLE XX
MATERIALS**

Section 1. Unless otherwise specified, all materials shall be new and meet or exceed industry standard for school construction and all workmanship shall be of good quality. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required by this Agreement.

Section 2. No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work and final payment to deliver premises, together with all improvements and appurtenances constructed or placed thereon by Contractor to District free from any claim, liens or charges.

Section 3. Contractor further agrees that neither it nor any person, firm or contractor furnishing any materials or labor covered by the Agreement shall have any right to lien upon the premises or any improvement of appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

Section 4. Nothing contained in this section, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection, or

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

any rights under any applicable law permitting such persons to look to funds due to Contractor and in the hands of the District.

Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded. Additionally, Contractor shall make efforts to store materials in a manner so to not create an attractive nuisance.

**ARTICLE XXI
WORKERS**

Section 1. Contractor and each subcontractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Project, organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Project, and keep an adequate force of skilled and fit workers on the job to complete the Project in accordance with all requirements of the Contract Documents.

Section 2. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and contractors and shall not employ on work any unfit person or anyone not skilled in work assigned to Contractor.

Section 3. Contractor shall remove from the work site any person in the employ of the Contractor whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

Section 4. Contractor shall take all reasonable steps necessary to ensure that any of its employees, consultants, subcontractors and suppliers, or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Project site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.

Section 5. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of Contractor, or any subcontractor, material or equipment supplier, or other party involved on the Project, for cause. Any person in the employ of Contractor or subcontractors the District may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with District's written consent.

Section 6. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees comply with all federal, state and local laws prohibiting harassment and/or violence in the workplace.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

Section 7. Unless exempted, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. During construction on the Project it is not anticipated that students will be onsite until occupancy and warrantee period. In order to comply with the requirements of Education Code sections 45125.1 and 45125.2, Contractor shall not permit any employee or employees or any employee or employees of any subcontractor to come in contact with District pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony.

Contractor shall comply with the requirements of the Military Leave of Absence Act (Military & Veterans Code, § 394 et seq.). Contractor shall ensure that its subcontractors on the Project also comply with the requirements of the Military Leave of Absence Act.

**ARTICLE XXII
WAGE RATES**

Section 1. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the governing body of District 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 workmen needed to execute the contract.

Section 2. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code section 1773.1 apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes when the term "per diem wages" is used herein.

Section 3. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code section 1773.8.

Section 4. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

Section 5. Each worker of the Contractor or any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such workers.

Section 6. Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work. 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 Contractor.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

Section 7. Copies of the determined prevailing wage rates are on file and available upon request at the District's office and are otherwise available at <http://www.dir.ca.gov/>. Contractor shall be responsible for knowing and implementing all prevailing wage rates at all times during the Project. Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all determined general prevailing wage rates.

Section 8. Any worker employed to perform work on the Project which is not covered by any classification available at the office of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

**ARTICLE XXIII
LABOR COMPLIANCE**

Section 1. Labor Compliance Program; Record of Wages Paid; Inspection.

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

(b) 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.

(c) Contractor and each subcontractor 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

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

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.

Section 2. Pursuant to Labor Code section 1776, Contractor stipulates to the following:

(a) 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 or her on the Project. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms.

Section 3. The payroll records enumerated under Section 10(a) shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor.

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.

Section 4. A certified copy of all payroll records enumerated in Section 10(a) shall be provided for inspection and furnished to a representative of the District, the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the Department of Industrial Relations.

Section 5. A certified copy of all payroll records enumerated in Section 10(a) shall be made available upon request by the public for inspection or copies thereof made; 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. The requesting Party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

Section 6. Contractor shall file a certified copy of the records enumerated in Section 10(a) with the entity that requested such records within ten (10) days after receipt of the written request.

Section 7. Any copy of records made available for inspection as copies and furnished upon request to the public 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.

Section 8. Contractor shall inform the District of the location of the records enumerated under Section 10(a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

Section 9. In the event of noncompliance with the requirements of this section 13, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

specifying non-compliance. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of Twenty-Five Dollars (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any progress payment then due.

Section 10. The responsibility for compliance with this Article shall rest upon Contractor. Contractor shall submit certified payrolls with each pay request, including as required by Labor Code Section 177.4.

Section 11. Apprentices. All apprentices employed by Contractor to perform services under the Agreement shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

Section 12. When the Contractor to whom the contract is awarded by the District or any subcontractor under the Contractor, 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 the approval of the Administrator of Apprenticeship.

Section 13. Contractor 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 are 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 in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five (5) journeymen.

Section 14. "Apprenticeable craft or trade" as used in Labor Code section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

Section 15. Contractor, or any subcontractor, who, in performing any of the work under this Agreement, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship programming shall contribute to the fund or funds in each craft or trade in which Contractor employs

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do. Where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. 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.

Section 16. The responsibility of compliance with Labor Code section 1777.5 and this section 13 for all apprenticeable occupations is with the Contractor.

The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

**ARTICLE XXIV
WORKERS' COMPENSATION INSURANCE**

Section 1. Contractor shall provide, at all times in which it is providing or performing any work on the Project, at its sole cost and expense, workers' compensation insurance for all of its employees engaged in work under the terms hereof. In case any of Contractor's work is sublet, 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. In case any class of employees engaged in work under this Agreement, on or at the site of the Project is not protected under Workers' Compensation laws, Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. Contractor shall file with the District certificates of its insurance protecting workers. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

Section 2. An authorized officer of Contractor shall sign under penalty of perjury, date and notarize a certificate which states the following:

(a) 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 the Agreement.

**ARTICLE XXV
WARRANTY/GUARANTEE**

Section 1. Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work done and facilities constructed pursuant to this Agreement will be free of faulty materials or workmanship and hereby agrees, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

time to time, during a period beginning with commencement of the Project and ending one (1) year after the Notice of Completion date for the Project.

Section 2. The foregoing warranty of Contractor applies to the remedy, repair or replacement of defects which may appear in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions.

Section 3. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. The term of Contractor's warranty/guarantee shall not preclude any claim by District for breach of contract, or other legal claim, brought within the applicable statute of limitation, for failure to construct the Project in strict accordance with the Contract Documents.

Section 4. In the event of any failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor which hereby agrees to pay reasonable costs and charges therefore immediately on demand.

Section 5. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article 36, proceed to make such necessary correction and the reasonable cost shall be charged against Contractor, which shall be paid on demand by District. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Agreement.

This Article 20 does not in any way limit the guarantee on 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 and assign to District all appropriate guarantee and warranty certificates upon completion of the Project.

**ARTICLE XXVI
TITLE OF WORK**

Section 1. Immediately upon the performance of any of the Work, as between Contractor and District, title thereto shall vest in District; provided, however, the vesting of such title shall not impose any obligations on District or relieve Contractor of any of its obligations hereunder.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

**ARTICLE XXVII
WARRANTY OF TITLE**

Section 1. Contractor warrants title to all work. Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately there from.

If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

**ARTICLE XXVIII
LAWS AND REGULATIONS**

Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations. If Contractor performs any work which is contrary to any applicable law, ordinance, rule or regulation, Contractor shall bear all costs and expenses arising there from, with the exception of design errors or omissions that the Contractor could not reasonably have identified.

**ARTICLE XXIX
NOTICE AND SERVICE**

Section 1. The District's representative is the District's Superintendent or any other party, as designated by the District in writing to the Contractor.

Section 2. Notice to either Party shall be in writing, addressed to the Party to be notified at the address specified herein, and either (i) personally delivered, (ii) sent by an overnight courier service such as Federal Express, (iii) sent by first-class mail, registered or certified mail, postage prepaid, return receipt requested, or (iv) sent by facsimile or electronic mail.

Section 3. Any such notice shall be deemed received: (i) on the date of receipt if personally delivered; (ii) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by courier; (iii) three (3) business days after deposit in the U.S. Mail, if sent by mail; or (iv) on the date faxed or e-mailed as evidenced by dated transmittal and delivery confirmation.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

If to the Contractor:

BRCO Constructors, Inc.
Attn: Tod Burres
PO Box 387
Loomis, CA 95650
Phone: (916) 652-3868 x 25
Fax: (916) 652-3922
Email: tburres@brcoconstructors.com

If to the District:

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**
Attention: Director of Facilities
1919 B Street
Marysville, CA 95901
Phone: (530) 749-6151
Fax: (530) 742-0573
Email: cjensen@mjustd.com

**ARTICLE XXX
CONTINUATION OF WORK**

In the event of a dispute between the Parties as to performance of the work or the interpretation of the Contract Documents, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute, provided the District is not in default under the terms of the Agreement or in material breach of the Agreement. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, Contractor agrees it will not stop the progress of the work on the Project.

**ARTICLE XXXI
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and language required by law to be inserted in this Agreement 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 provision is not inserted, or is not correctly inserted, then upon application of either Party the contract shall be physically amended to make such insertion or correction.

**ARTICLE XXXII
NON-DISCRIMINATION**

Pursuant to the provisions of Labor Code section 1735, Contractor and its subcontractors shall not unlawfully discriminate in the employment of persons on this Project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

**ARTICLE XXXIII
ALTERNATIVE DISPUTE RESOLUTION**

Section 1. If either Party possesses a claim or dispute with respect to the duties and responsibilities required under this Agreement, that Party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issues in dispute. Notice shall be given within fifteen (15) days of knowledge of the claim or dispute. Such notice shall contain a general written statement of the damage sustained and any estimated delays as a result of such claimed damage. Upon receipt of a Party's demand, the other Party shall schedule a "meet and confer" conference, to take place within thirty (30) days, at a time and location convenient to all Parties. Senior representatives of the District and Contractor, with the authority to settle on the Party's behalf, will attend the meet and confer conference in good faith, in an attempt to resolve any controversy or claim between the Parties. Attendance at this conference shall be a condition precedent to the initiation of arbitration, mediation or a civil action.

**ARTICLE XXXIV
LABOR/EMPLOYMENT SAFETY**

Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

**ARTICLE XXXV
TERMINATION**

Section 1. The District may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- (e) Otherwise is in substantial breach of a provision of the Contract Documents.

Section 2. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District under the contract documents or at existing at law, and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

(b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to take over completion of the Project, the Contractor agrees to immediately assign all Subcontracts to the District which the District has chosen to accept; and

(c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

Section 3. If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

Section 4. If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

**ARTICLE XXXVI
MISCELLANEOUS**

Section 1. Integration Clause. This Agreement, together with all Contract Documents, represents the entire Agreement between the Contractor and the District, and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 2. Time of the Essence. Time is of the essence for all provisions of this Agreement in which a definite time for performance is specified.

Section 3. "Governing Law and Venue." This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules and venue shall be in the County of Yuba.

Section 4. Interpretation. Neither the Parties nor their respective counsel shall be deemed the drafters of this Agreement for purposes of construing its provisions. The language in all parts of this Agreement shall in all cases be construed according to fair meaning, not strictly for or against any of the Parties.

**ARTICLE XXXVII
NON-UTILIZATION OF ASBESTOS MATERIAL**

(a) Contractor shall not utilize any asbestos-containing materials.

(b) Should asbestos containing materials be installed by Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

(c) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

(d) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

(e) The asbestos consultant shall be chosen and approved by District who shall have sole discretion and final determination in this matter.

(f) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

(g) Cost of all asbestos removal, including but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by District shall be borne entirely by Contractor.

(h) **Hold Harmless:** Interface of work for the Project with work containing asbestos shall be executed by Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos-containing products. By execution of the Agreement, Contractor acknowledges the above and agrees to hold harmless District, its Governing Board, employees, agents, and Architect and assigns for all asbestos liability which may be associated with this Work. Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risks and liabilities.

**ARTICLE XXXVIII
SITE CONDITIONS AND CONSTRUCTION DOCUMENTS**

Section 1. Site Conditions and Construction Documents. Contractor acknowledges that it has, to the extent necessary to complete the Project, investigated the Site, including, without limitation, a review of the soils reports for the Site as provided by District, and that to the extent one has been provided the soils report discloses no currently known problems with respect to the site conditions. Contractor further acknowledges that it has (or that prior to commencement of construction it will have) performed value engineering and a constructability review of the Plans and Specifications as necessary to satisfy itself that said documents are adequate for the Project's construction and that Contractor has not identified any errors or omissions in the Plans and Specifications that will adversely affect construction of the Project.

**ARTICLE XXXIX
HAZARDOUS MATERIALS**

Section 1. Contractor shall not use or permit the Site or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements at the Project and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Project or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of schools and school facilities, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials through no fault of District, Contractor shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to Contractor, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Site and Project or other property, in compliance with all Environmental Regulations.

Section 2. Contractor, at its sole cost and expense, shall comply with all federal, state, and local laws relating to the use, storage, discharge, release and disposal of Hazardous Materials (as defined below) in or about the site and/or the Project. Contractor shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Project site by Contractor or Contractor's agents, employees, or independent contractors or the agents, employees, or independent contractors of any subcontractors in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

Section 3. Contractor shall immediately provide District with telephonic notice, which shall promptly be confirmed by written notice, of any and all discharge, release, and disposal of any Hazardous Materials onto or within the Project site which by law must be reported to any federal, state, or local agency.

Section 4. Contractor shall be responsible for and shall indemnify, protect, defend, and hold harmless District and District's agents, employees, and independent contractors from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses, and expenses which result from Contractor's (or from Contractor's agents, employees, and independent contractors) use, storage, accumulation, discharge, release, or disposal of Hazardous Materials in, upon, or about the Project site.

Section 5. The obligations under this section 39 shall survive the expiration or early termination of this Agreement.

Section 6. Definition of Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act (33 U.S.C. section 1317), (iv) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq. (42 U.S.C. section 6903), or (v) defined as a

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

“hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. section 9601).

**ARTICLE XL
COMPLIANCE WITH STORM WATER PERMIT FOR CONSTRUCTION**

Section 1. If required, Contractor, per CA Green Code section 5.106.1, shall develop with the Architect’s assistance a Storm Water Pollution Prevention Plan (SWPPP) that has been designed, specific to this site, conforming to the State Storm water NPDES Construction Permit or local ordinance, whichever is stricter, as is required for other projects one acre or more. The plan should cover prevention of soil loss by storm water run-off and/or wind erosion, of sedimentation, and/or of dust/particulate matter air pollution.

Section 2. Contractor shall comply with all conditions of the State Water Resources Control Board (“State Water Board”) to obtain a National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale.

Section 3. Contractor shall be responsible for filing any required Notice of Intent and /or obtaining any Permits. District shall provide a draft of the Storm Water Pollution Prevention Program (“SWPPP”) for the Project to Contractor upon request. It shall be Contractor’s responsibility to evaluate the cost of compliance with the SWPPP in determining the contract price. Contractor shall include all costs of compliance with specified requirements in the contract price.

Section 4. Contractor shall be responsible for implementing and complying with the provisions of Ca Green Code section 5.106.1, any Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required. Contractor shall provide copies of all reports and monitoring information to District.

Section 5. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Section 6. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of District, its officers, agents or employees. District may seek damages from Contractor for delay in completing the Project caused by Contractor’s failure to comply with Permit.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

**ARTICLE XLI
LEAD-SAFE SCHOOLS PROTECTION ACT**

Section 1. **LEAD.** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240, et seq.) and other applicable law, Contractor shall not use lead-based paint, lead plumbing or solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization of any existing school facility

**ARTICLE XLII
ARCHITECT'S STATUS**

Section 1. Architect shall be District's representative during construction and until final payment is due. Architect shall observe the progress and quality of the work on behalf of District. Architect shall have the authority to act on behalf of District only to the extent expressly provided in the Construction Documents. Architect shall have authority to stop work whenever such stoppage may be necessary in Architect's reasonable opinion to insure the proper execution of the Construction Documents.

Section 2. Architect shall be, in the first instance, the judge of the performance of the work. Architect shall exercise authority under the Construction Documents to enforce Contractor's faithful performance. Architect shall ensure that the quality of the finished work is in accordance with the Construction Documents.

Section 3. Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. Architect has the authority to enforce compliance with the Construction Documents and Contractor shall promptly comply with instructions from Architect or an authorized representative of Architect.

Section 4. On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of Contractor, the decision of Architect shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of Architect relating thereto.

Section 5. General supervision and direction of the work by Architect shall in no way imply that Architect or his or her representatives have control over, charge of, or are responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the work, since these are solely Contractor's responsibility under the Construction Documents.

Section 6. Architect shall not be responsible for Contractor's, subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the work in accordance with the Construction Documents. Architect shall not have control over or charge of acts or omissions of Contractor, subcontractors, their agents or employees, or any other persons

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

or entities performing or supplying portions of the work. Contractor shall not be relieved of obligations to perform the work in accordance with the Construction Documents either by activities or duties of Architect in Architect's administration of the Construction Documents, or by tests, inspections, or approvals required or performed by persons other than Contractor.

**ARTICLE XLIII
RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY DISTRICT FOR
PROFESSIONAL SERVICES**

Section 1. If at any time prior to the completion of the requirements under the Construction Documents, through no fault of its own, District is required to provide or secure additional professional services for any reason by any act of Contractor, Contractor shall be invoiced by District for any costs incurred for any such additional services, which costs shall be deducted from the contract price and progress payments. Such invoicing shall be independent from any other District remedies. If payments then or thereafter due to Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to District. Additional services shall include, but shall not be limited to, the following:

- (a) Services made necessary by the default of Contractor.
- (b) Services made necessary due to the defects or deficiencies in the work of Contractor.
- (c) Services required by failure of Contractor to perform according to any provision of the Construction Documents.
- (d) Services in connection with evaluating substitutions of products, materials, equipment, subcontractors proposed by Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- (e) Services for evaluating and processing claims submitted by Contractor in connection with the work outside the established Change Order process.
- (f) Services required by the failure of Contractor to prosecute the work in a timely manner in compliance within the specified time of completion.
- (g) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of work involved.
- (h) Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

**ARTICLE XLIV
TRENCHES**

Section 1. If required to complete the project, Contractor shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

Section 2. If this Project involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of excavation, submit to District, or to whomever District designates, a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price named in this agreement for completion of the work as set forth in the Construction Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL OSHA and a CAL OSHA permit for such plan delivered to District. (Labor Code sections 6500 and 6705; Health and Safety Code section 17922.5).

Section 3. Pursuant to Labor Code section 6705, nothing in this Section 12.9 shall impose tort liability upon District or any of its employees.

Section 4. If this Project involves the digging of trenches or excavations that extend deeper than four (4) feet below the surface, the following shall apply:

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:
 - (i) Material that 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.
 - (ii) Subsurface or latent physical conditions at the Site different from those indicated.
 - (iii) 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 agreement.

Section 5. 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

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

increase in 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 the Construction Documents.

Section 6. In the event a dispute arises between District and Contractor, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Construction Documents, but shall proceed with all the work to be performed under the Construction Documents. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104.)

**ARTICLE XLV
REGIONAL NOTIFICATION CENTER**

Section 1. Except in an emergency, Contractor shall contact the appropriate regional notification center at least two working days prior to commencing any Excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by Contractor.

Section 2. For the purposes of this section 57, "emergency" shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code section 4216).

**ARTICLE XLVI
STATE AUDIT**

Section 1. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of District, Contractor, or any subcontractor connected with the performance of this agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of this agreement, shall be subject to the examination and audit of the State Auditor at the request of District or as part of any audit of District for a period of three (3) years after final payment is made under this agreement.

**ARTICLE XLVII
DVBE REQUIREMENTS**

Section 1. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of three (3%) per year of the overall dollar amount of state funds allocated to

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

the District. Contractor shall make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Contractor is encouraged to retain documentation of its good faith efforts in the event such documentation is requested by District. Good faith efforts are demonstrated by evidence of the following: (i) Contact was made with the District regarding the identification of DVBEs; (ii) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (iii) Advertising was published in trade papers and papers focusing on DVBEs; (iii) Invitations to bid were submitted to potential DVBE contractors; and (iv) Available DVBEs were considered.

Section 2. Contractor shall certify that a good faith effort was made to include DVBE contractors and suppliers in the Project. Prior to and as a condition for final payment on the Project, Contractor shall provide appropriate documentation to the District so that the District can assess its success at meeting the DVBE participation goal.

**ARTICLE XLVIII
CLAIM REQUIREMENTS**

Section 1. Claims in Excess of \$375,000. For all claims in excess of Three Hundred Seventy-Five Thousand Dollars (\$375,000), Contractor shall give written notice of claim to the District Representative within thirty (30) days of the date of the District Representative's estimate of sums due, stating in detail all grounds alleged by Contractor to justify an adjustment to the District Representative's estimate. Thereafter, Contractor must comply with the requirements of the California Government Code regarding claims against public entities (Government Code sections 900 and following).

Contractor's notice of claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.03 hereof. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further. Failure to comply with these notices and/or time requirements shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

Section 2. Claims of \$375,000 or Less. All claims under this agreement of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be resolved in accordance with Section 20104 et seq. of the Public Contract Code, except that the claim must be submitted no later than thirty (30) days of the date of the District Representative's estimate of sums due. Contractor's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.03 hereof. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.

Failure to comply with the time requirements set forth above shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

Pursuant to Public Contract Code sections 20104-20104.8, in addition to the notice and claim provisions set forth throughout the Contract Documents, the following terms and conditions shall apply.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

Section 3. § 20104. Application of article; inclusion of article in plans and specifications.

(a) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(b) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(c) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(d) "Claim" means a separate demand by Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(e) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(f) This article applies only to contracts entered into on or after January 1, 1991.

Section 4. § 20104.2. Claims; requirements; tort claims not covered by this article.

(a) For any claim subject to this article, the following requirements apply.

(b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(c) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or 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 local agency may have against the claimant.

(d) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(e) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(f) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or 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 local agency may have against the claimant.

(g) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(h) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(i) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(j) Following the meet and confer conference, if the claim or any portion remains in dispute, 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 running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(k) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

Section 5. § 20104.4 Civil actions; mediation and arbitration; qualifications and expenses of mediators and arbitrators; trial de novo; witnesses.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT**

(a) 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 for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to a 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.

(b) If the matter 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 of 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.

(c) 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 of pay not to exceed their customary rate, and 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 these fees or expenses be paid by state or county funds.

(d) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

(e) The court may, upon request by any party, order any witnesses to participate in mediation or arbitration process.

Section 6. § 20104.6. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 7. Claim Certification. The claim certification required by this Section 23.04 shall provide as follows:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, et seq., I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: 6/9/2015

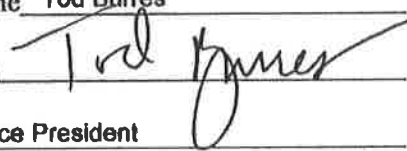
Company: **BRCO Constructors, Inc.**

Corporate Seal

Print Name Tod Burres

Signature

Title Vice President



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8149 – COVILLAUD FENCING PROJECT

EXHBIT A – SCOPE OF WORK

Scope of Work: The scope of work consists of the removal of two steel framed block walls and installation of wrought iron fencing along the four corners of the two intersections including four 4 foot wide ADA compliant man gates and two 3 foot man gates at the entrance to the main office and one at the entrance area near the after school program both including an intercom and buzzer. Two six foot high double swing gates will be placed along the roadway at each intersections that abut to the existing fencing corners. Knox locks and hardware will be installed at each double swing gate to provide access for local police and fire departments. Two security camera will be installed along the main entrance of the school site. Other ADA related improvements will be completed near the entrance as required by DSA and the City of Marysville. A portion of the work is located with the City's Right of Way and in the main roadway so an encroachment permit, fees, and detours will be necessary and a part of the low bidders scope of work and responsibility. All other items to have a fully functional project.

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