



Approved by the Board of Trustees at the _____ board meeting.

Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text ☐ Add as a Supplement ☐ Existing textbook/reordering
☒ Text for New Course ☐ English Learners/Committee Compliance [Currently not listed on textbook list]
☐ NEW COURSE: Beginning Web Publishing with Html

For use beginning with the semester of:

☐ Fall ☒ Spring Year 2015-2016

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title New Perspectives HTML and CSS 6th Edition

Author Carey Publisher Course Technology, 6th Edition

Copyright November 16, 2011 Price \$ 103.00 (Estimated purchase price)

School LHS Teacher/Department Requesting Steven Shepard

Funding Source LCAP Grade Level(s) 11, 12

Title of Course/Subject COSMC 20 Beginning Web Publishing with HTML

Course Description(s) Covered: Fundamentals of web publishing using HTML, covering design, writing, and maintenance of webpages. Emphasis on real-life informational and interactive presentations to include testing, revising, and maintenance of web presentations on the World Wide Web.

Does this textbook(s)/material(s) cover the content standards?

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☐ Yes ☒ No

If no, why not? This is a course offered in cooperation with Yuba College. Students enrolled in the class will receive dual credit (credit at LHS and credit at Yuba College).

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?

☐ Yes ☒ No

If no, why not? This is not a course offered at MHS or the Marysville Charter Academy. Students at both of those schools can enroll in the class at LHS if they wish to do so.

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian

☐ Yes ☒ No

Please contact Mong Yang (749-6161) if you have any questions or need assistance.

or student may find objectionable?

If yes, **explain in detail:** (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc. _____)

List Major Content Standard(s) Covered:

See syllabus (attached).

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6

Principles of Economics: 12.2 - #2, #3, #8, #10

Prerequisites/Guidance Information:

Graduation Requirement:

☐ Yes

☒ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length 1 Semester

Credits 5.0

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s) _____

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson: _____

1/14/14

Principal Approval: _____

1/14/14

1/14/14

Date

Approval: _____

Lennie Tate

Executive Director of Educational Services

1-15-16

Date



Approved

☐ Denied

7/14/05
revised 6/3/11

CUL 3B Advanced Food Preparation**3 units***Transferable to CSU*

Advanced modern restaurant cooking methods, such as Grade Manager, French stock and sauce making, advanced principles of meat cookery, advanced meat & seafood fabrication and identification, and advanced vegetable and starch identification and cookery. Prerequisite: CUL 3A. (L,M)

Yuba College

1851	M	8:00AM-8:50AM & J.Nicoletti	M-316B
	MW	9:00AM-10:50AM &	
	TH	8:00AM-9:50AM	

Marysville City

2065	F	2:00PM-2:50PM & T.Levitt	LHS
	MTWTH	2:00PM-3:15PM	

01/11/16 to 05/20/16

Classes will not meet on LHS holidays. This class will be offered on the Lindhurst High School campus. Prior to the first day of class, students who are not enrolled at Lindhurst High School must visit the high school administrative office to have fingerprinting and a background check completed. Please allow enough processing time for this to be completed before classes begin.

Astronomy

ASTRO 1 Introduction to Astronomy**3 units***Transferable to CSU/UC*

Survey of the solar system, stars, galaxies, history and tools of astronomy, cosmology, and exploration of space. (L,M)

Marysville City

1887	TTH	1:00PM-2:15PM	A.Shaukat	LHS
------	-----	---------------	-----------	-----

01/11/16 to 05/20/16

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COMSC 20 Beginning Web Publishing With Html **3 units***Transferable to CSU*

Fundamentals of web publishing using HTML, covering design, writing, and maintenance of webpages. Emphasis on real-life informational and interactive presentations to include testing, revising, and maintenance of web presentations on the World Wide Web.

Marysville City

1889	MW	1:00PM-2:20PM	S.Shepard	LHS
------	----	---------------	-----------	-----

01/11/16 to 05/20/16

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Syllabus: _MasterCourses - COMSC-20: HTML & XHTML (MC)

Section Information: COMSC-20: HTML & XHTML (MC)

Course Name _MasterCourses

COMSC – 20 HTML/XHTML

Introduction

CATALOG DESCRIPTION:

Policies

Introduction

Instructors Philosophy...

All people have an infinite and equal capacity to learn. All work is graded and compared to all other work created in this class. In a class of one hundred, I expect one hundred different versions of any turned in assignment. Copied work will not be tolerated. Any infraction will be forwarded immediately to the Dean for administrative action. Any plagiarized assignments or quizzes will receive a zero grade.

We will be covering HTML 5: it is important to review page iii of our text regarding minimum versions of the major Internet browsers. These may not be compatible with the computers available at Yuba College either in the Laboratories or at the Learning Center.

An important portion of your grade is your online participation, i.e.: discussion questions, positive responses to other student's questions, and so on.

In the event that Canvas is unreachable, you may email your assignments (sshepard@yccd.edu) to avoid late penalties.

All scheduled work will be posted to the calendar. Please note that the date of assignments may change slightly, but the tests will be held at their scheduled time. Currently all tests and quizzes are held online.

Per Yuba College's requirements, the Student Learning Outcome (SLO) for the class is:

"Students will demonstrate design, documentation, implementation techniques from the Course material to complete Lab and Homework Web projects. Assessment consists of a combination of assigned homework, lab and tests."

The midterm is available Wednesday, March 23rd; the Final on Wednesday, May 18th. Note: These dates may change slightly due to Lindhurst HS scheduling concerns.

All assignments must be submitted no later than Wednesday,
May 18th (1:00 p.m., PST)

Additional
information

Grading Policy

Tutorial Assignments	20%
Lab Assignments	20%
Quizzes	20%
Midterm	20%
Final Exam	20%

Textbooks

**HTML and CSS,
6th Edition
(Comprehensive)**

Author: Patrick Carey
Publish: Addison Wesley

Section Instructor: Douglas Joksche

Section Instructor: Steven Shepard

E-mail

sshepard@yccd.edu

LOOK INSIDE!

Kindle Book

Print Book

Zoom +

New Perspectives on
HTML and CSS:
Comprehensive...
(Paperback)

by Patrick M. Carey

★★★★★ (45)
Paperback \$117.14

67 used & new from \$48.00

Book sections

Front Cover

Copyright

Table of Contents

First Pages

Index

Surprise Me!

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Trade in now



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HTML and CSS

6TH EDITION



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Carey

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NEW PERSPECTIVES ON HTML AND CSS provides thorough instruction on building interactive Web sites from scratch. In addition to providing comprehensive coverage of HTML and CSS, this book does not require any prior knowledge on the subject and starts with the basics. Detailed explanations of key concepts and skills make even complex topics accessible to all level of learners. New Perspectives' signature case scenarios and case problems contextualize complex concepts. You can develop your problem solving skills by working through realistic exercises, which will help you retain the material and apply what you've learned in a professional environment.

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on Textbooks [Shop now](#)

Frequently Bought Together



- ☒ This Item: New Perspectives on HTML and CSS: Comprehensive by Patrick M. Carey Paperback \$117.14
- ☒ New Perspectives on Microsoft Access 2013, Comprehensive by Joseph J. Adamski Paperback \$137.91

Customers Who Bought This Item Also Bought

 Microsoft Access® 2013	 DW Dreamweaver CC Classroom in a Book (2015 release)	 JavaScript Step by Step (3rd Edition) (Step by Step Developer)	 Steve Krug DON'T MAKE ME THINK Essential	 The Internet	 DREAMWEAVER CC Visual QuickStart Guide
New Perspectives on Microsoft Access 2013, Comprehensive by Joseph J. Adamski ★★★★☆ 28	Adobe Dreamweaver CC Classroom in a Book (2015 release) by Jim Malvald ★★★★☆ 12	JavaScript Step by Step (3rd Edition) (Step by Step Developer) by Steve Suehring ★★★★☆ 3	Don't Make Me Think, Revised: A Common Sense Approach to Web Design by Steve Krug ★★★★★ 217	New Perspectives on the Internet: Comprehensive by Gary P. Schneider ★★★★☆ 21	Dreamweaver CC: Visual QuickStart Guide by Tom Negrino ★★★★★ 9
#1 Best Seller in Microsoft Access Database... Paperback \$137.91 <i>Prime</i>	#1 Best Seller in Microsoft Access Database... Paperback \$44.99 <i>Prime</i>	#1 Best Seller in Data Processing Paperback \$31.15 <i>Prime</i>	#1 Best Seller in Data Processing Paperback \$26.10 <i>Prime</i>	#1 Best Seller in Data Processing Paperback \$149.96 <i>Prime</i>	#1 Best Seller in Data Processing Paperback \$29.21 <i>Prime</i>

Editorial Reviews

About the Author
Patrick Carey received his M.S. in Biostatistics from the University of Wisconsin, where he worked as a researcher designing and analyzing clinical studies. He co-authored his first textbook on using Excel as a statistical tool. Patrick has authored or co-authored over 20 academic and trade texts for the software industry.

Product Details

Series: HTML
Paperback: 864 pages
Publisher: Course Technology; 6 edition (November 16, 2011)
Language: English
ISBN-10: 1111526443
ISBN-13: 978-1111526443
Product Dimensions: 1.2 x 8.2 x 10.5 inches
Shipping Weight: 3.1 pounds (View shipping rates and policies)
Average Customer Review: ★★★★★ (45 customer reviews)
Amazon Best Sellers Rank: #9,557 in Books (See Top 100 in Books)
#5 in Books > Computers & Technology > Programming > Languages & Tools > CSS
#8 in Books > Computers & Technology > Web Development & Design > Web Design
#19 in Books > Computers & Technology > Programming > Web Programming

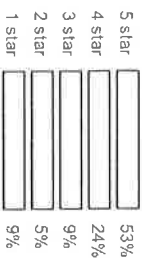
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Customer Reviews

★★★★★ 45
4.1 out of 5 stars



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Most Helpful Customer Reviews

11 of 12 people found the following review helpful
★★★★★ **Good book, but a few type-O's**

By Tom on December 24, 2012

Format: Paperback **Verified Purchase**
Type-O's in a HTML book are NOT a good thing. This will make you pound your head on the desk trying to figure out what the problem is, and for the price of the book I would expect better.

1 Comment Was this review helpful to you?

[Report abuse](#)

Kindle matchbook

If you buy a new print edition of this book (or purchased one in the past), you can buy the Kindle edition for only **\$9.99** (Save 90%). Print edition purchase must be sold by Amazon. Learn more.

Self-education for Web Developers

Self-education for Web Developers: What to Beg
Karl Shirkkin
★★★★★ (4)
\$9.95

Ad feedback



Start reading New Perspectives on HTML and CSS: Comprehensive instantly on your Kindle Fire or on the free Kindle apps for iPad, Android, tablet, PC or Mac. Don't have a free Kindle app? Get yours here

Ad feedback

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Ad feedback

Most Recent Customer Reviews

★★★★★ Five Stars

wonderful

Published 23 days ago by Maher Al Mowalad



Approved by the Board of Trustees at the _____ board meeting.

Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text ☐ Add as a Supplement ☐ Existing textbook/reordering
☒ Text for New Course ☐ English Learners/Committee Compliance [Currently not listed on textbook list]
☐ NEW COURSE: Astronomy 1

For use beginning with the semester of:

☐ Fall ☒ Spring Year 2015-2016

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title The Cosmic Perspective, Plus Mastering Astronomy with eText 7th Edition

Author Bennett, Donahue, Schneider, Voit Publisher Addison-Wesley

Copyright January 19, 2013 Price \$ 180.00 (Estimated purchase price)

School LHS Teacher/Department Requesting Abrar Shaukat

Funding Source LCAP Grade Level(s) 11, 12

Title of Course/Subject Astro 1: Introduction to Astronomy

Course Description(s) Covered: Survey of the solar system, stars, galaxies, history and tools of astronomy, cosmology, and exploration of space.

Does this textbook(s)/material(s) cover the content standards?

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☐ Yes ☒ No

If no, why not? This is a course offered in cooperation with Yuba College. Students enrolled in the class will receive dual credit (credit at LHS and credit at Yuba College).

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools? ☐ Yes ☒ No

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Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable? ☐ Yes ☒ No

If yes, explain in detail: (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or

9

Please contact Mong Yang (749-6161) if you have any questions or need assistance.

innuendoes, etc.

List Major Content Standard(s) Covered:

See syllabus (attached).

Example:
Reading/Language Arts -
Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10
Writing Strategies: 1.1, 1.5, 1.7, 1.8
History-Social Science -
Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6
Principles of Economics: 12.2 - #2, #3, #8, #10

Prerequisites/Guidance Information:

Graduation Requirement:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
UC/CSU Credit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is this an elective class?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Course Length 1 Semester Credits 5.0

.....

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s)

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson: [Signature] 1/14/16

Principal Approval: [Signature] 1/14/16
Date

Approval: <u>[Signature]</u>	<u>1-15-16</u>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied
Lennie Tate, Executive Director of Educational Services	Date	

7/14/05
revised 6/3/11

Astronomy – ASTRO 1

Spring 2016

Instructor: Dr. Abrar Shaukat

Contact Info: Telephone: (530) 741-6957
E-mail: ashaukat@yccd.edu

Class Meeting: Lecture TR: 1:00 - 2:15 PM LHC

Office Hours: MW 01:00 - 02:00 PM Room 820A
TR 11:20 - 12:20 PM Room 820A
F 11:30 - 12:30 PM Room 820A

Course Prereq: None

Required/Recommended Material:

- **The Cosmic Perspective**, Bennett, Donahue, Schneider, Voit(any edition) + Mastering Physics
- **Stellarium**: <http://www.stellarium.org>
- Scientific Calculator

Important Administrative Dates:

First day of class	1/12
Last day to add a course without special permission	1/22
Last day to drop class(es) to prevent "W" grade(s) on permanent record	1/29
Last day to drop class(es) with a "W" grade on permanent record	4/22

Course Description:

This course is an introduction to astronomy. The topics include the history of astronomy, the origins of modern astronomy, astronomical telescopes, the formation and death of stars, the origins of our solar system, the comparative study of the planets, and an introduction to basic physics.

Grading:

Three Lecture Exams(Multiple Choice)	60%
Final	20%
Homework	20%
A = 90-100%, B = 80-89%, C=70-79%, D = 60-69%, F = Less than 60%	

Student Learning Outcomes:

- Students will understand the scale and the origins of the universe
- Students will understand the formation and death of stars
- Students will understand the formation of our solar system
- Students will have an understanding of the different properties of different planets
- Students will have a basic understanding of physics (space, time, and gravity)

Homework and Tests:

Homework will be assigned for each chapter, and many will find it challenging. The only way to develop a good “physics intuition” is to do physics: solve a lot of problems. If you get stuck solving a problem, re-read the relevant sections in the book and try solving the problem again.

Make-ups:

There are no make-up exams.

Academic Honesty:

Cheating might give you an initial boost, but it won't take you too far. In cases where instructor has sufficient evidence to believe that a student has failed to maintain academic honesty, the student will be given an “F” grade either for the assignment or the entire course depending on the severity of the offense.

Labs:

There are no labs for this course.

ASTRO 1 Spring 2016

Tentative Schedule of Topics

Date	Lecture Topic/Chapter
Jan 12/14	A Modern View of the Universe/Discovering the Universe for Yourself (Chapter 1, 2)
Jan 19/21	The Science of Astronomy/Making Sense of the Universe (Chapter 3, 4)
Jan 26/28	Light and Matter/Telescopes (Chapter 5, 6)
Feb 2	Celestial Timekeeping and Navigation (S1)
Feb 4	Exam 1
Feb 9/11	Our Planetary System/Formation of the Solar System (Chapters 7, 8)
Feb 16/18	Planetary Geology / Planetary Atmospheres (Chapter 9, 10)
Feb 23/25	Jovian Planet Systems/Asteroids, Comets and Dwarf Planets (Chapters 11, 12)
Mar 1	Other Planetary Systems: The New Science of Distant Worlds (Chapter 13)
Mar 3	Exam 2
Mar 8/10	Space and Time/Spacetime and Gravity (S1/S2)
Mar 15/17	Building Blocks of the universe (S3)
Mar 22/24	Our Star/Surveying the Stars (Chapter 14, 15)
Apr 5/7	Star Birth/Star Stuff (Chapter 16, 17)
Apr 12	The Bizarre Stellar Graveyard (Chapter 18)
Apr 14	Exam 3
Apr 19/21	Our Galaxy/Galaxies and the Foundation of Modern Cosmology (Chapter 19, 20)
Apr 26/28	Galaxy Evolution/The Birth of the Universe (Chapter 21, 22)
May 3/5	Dark Matter, Dark Energy, and the fate of the Universe (Chapter 23)
May 10/12	Life in the universe/Review (Chapter 24)
May 17	Final

Disclaimer: Modification to this syllabus and schedule may occur during the semester

CUL 3B Advanced Food Preparation**3 units***Transferable to CSU*

Advanced modern restaurant cooking methods, such as Grade Manager, French stock and sauce making, advanced principles of meat cookery, advanced meat & seafood fabrication and identification, and advanced vegetable and starch identification and cookery. Prerequisite: CUL 3A. (L,M)

Yuba College

1851	M	8:00AM-8:50AM &	J.Nicoletti	M-316B
	MW	9:00AM-10:50AM &		
	TH	8:00AM-9:50AM		

Marysville City

2065	F	2:00PM-2:50PM &	T.Levitt	LHS
	MTWTH	2:00PM-3:15PM		

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Astronomy

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Marysville City

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COMSC 20 Beginning Web Publishing With Html **3 units***Transferable to CSU*

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Marysville City

1889	MW	1:00PM-2:20PM	S.Shepard	LHS
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Cosmic Perspective Plus MasteringAstronomy with eText -- Access Card Package (7th Edition) (Bennett Science & Math Titles) 7th Edition

by Jeffrey O. Bennett (Author), Megan O. Donahue (Author), Nicholas Schneider (Author), Mark Voit (Author)

☆☆☆☆☆ 28 customer reviews

Textbook & Access Code



Paperback	Loose Leaf	Other Sellers
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Due Date: May 31, 2016 Rental Details

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ISBN-10: 0321839501

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Includes Purchase Orders dated 12/01/2015 - 12/31/2015				Board Meeting Date January 26, 2016	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Abe Lincoln (50)					
P16-01981	HERFF JONES	6x8 plain black diploma covers	01-4300-1100	819.15	
Location Accounting/Payroll (103)					
P16-02073	SIGMAAnet	Payroll Chromebook	01-4300-0000	273.05	
P16-02130	WALKER'S OFFICE SUPPLIES	Accounting add-on furniture	01-4300-0000	764.33	
			Total Location	1,037.38	
Location After School Program (107)					
P16-02053	VERIZON WIRELESS	Samsung Convoy 3 Ashley Vette (STARS) 530-682-7937	01-4300-6010	11.18	
Location Arboga Elementary (01)					
P16-01975	AMAZON.COM	Supplies/OFFICE	01-4300-1100	137.56	
P16-02058	AMAZON.COM	Supplies/HANSEN	01-4300-0003	11.50	
P16-02110	DEMCO	Supplies/LIBRARY	01-4300-0003	255.42	
P16-02112	PERMA BOUND	Library/WEST	01-4200-0003	3,939.25	
P16-02144	J.W. PEPPER & SON, INC	Band Supplies/WISEMAN	01-4300-0003	96.75	
			Total Location	4,440.48	
Location Browns Valley Elementary (03)					
P16-02061	GOVCONNECTION, INC.	BVS ELPLP42 Lamps	01-4300-0004	251.08	
P16-02095	TROXELL COMMUNICATIONS INC	Sweeney	01-4300-3010	102.13	
			Total Location	353.21	
Location Business Services (106)					
P16-01972	THE BANK OF NEW YORK TRUST COMPANY, N.A.	General Obligation Bonds 2006 Series 2008	25-5801-0000	795.00	
P16-02070	THREE RIVERS LEVEE IMPROVEMENT AUTHORITY-C/O SCI CON	Flood and Levee Control Assessment 2015-2016	01-5890-0000	4,910.95	
P16-02121	CALIFORNIA CHAMBER OF COMMERCE	Employer Posters 2016 QTY (35)	01-4300-0000	1,578.12	
			Total Location	7,284.07	
Location Cedar Lane Elementary (05)					
P16-01979	SUTTER BUTTES COMMUNICATIONS	CLE Radio	01-4300-6500	320.63	
P16-01998	GOVCONNECTION, INC.	CLE ELPLP42 Lamps	01-4300-0003	502.15	
P16-02049	NWN CORPORATION	CLE Ultra Short Throw Projectors	01-4410-0003	4,902.00	
P16-02051	HANDWRITING WITHOUT TEARS	Office	01-4300-0003	2,890.62	
P16-02154	OLIVER WORLDCLASS LABS	CLE Smartboard Pens & Eraser	01-4300-0003	31.13	

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

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42)			Total Location	8,646.53
P16-01974	CITY OF MARYSVILLE RECREATION DEPT	Entry Fee	09-5890-0000	75.00
P16-01977	LOGAN ENTERTAINMENT	Production Sound	09-5801-0000	750.00
P16-01990	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	35.00
P16-01991	JOSTENS INC AWARDS DIVISION	2015-16 Yearbook	09-4300-0000	2,049.02
P16-01992	Sargent Welch Scientific	Supplies - McDowell	09-4300-0000	39.32
P16-01993	AMAZON.COM	Supplies - Atkins	09-4300-1100	15.85
P16-02005	AMAZON.COM	Supplies - King/Dornfeld	09-4300-1100	501.49
P16-02013	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	35.00
P16-02019	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Ellsmore	09-4300-1100	272.04
P16-02029	CDW-GOVERNMENT, INC.	MCAA Rm 5 Projector Install Items	09-4300-1100	134.43
P16-02088	AMAZON.COM	Supplies - Office	09-4300-1100	32.84
P16-02089	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	35.00
P16-02127	AMAZON.COM	Supplies - Biology - Noble	09-4300-1100	109.38
P16-02128	J.W. PEPPER & SON, INC	Supplies - Hood	09-4300-9010	500.00
P16-02133	AMAZON.COM	Supplies - Dance Program	09-4300-9010	3,382.37
P16-02137	B & H PHOTO	Supplies - Weisgerber	09-4410-9010	649.70
P16-02138	DICK BLICK COMPANY	Supplies - Weisgerber	09-4300-1100	171.03
P16-02150	Mansion Schools	Dance Mirrors	09-4300-1100	1,125.14
P16-02157	MYERS-STEVENSON & CO INC	Field Trip Insurance	09-4410-9010	2,029.60
			Total Location	35.00
Location Child Development (51)			Total Location	11,977.21
P16-01971	YOUTH DEVELOPMENT NETWORK	YDN Sessions	12-5801-6105	1,637.50
P16-01973	AMAZON.COM	Kynoch Preschool Supplies Carmen Mota	12-4300-6105	85.28
P16-02009	NATIONAL WILDLIFE FEDERATION	MCC Subscription Bernie Ridgeway	12-4300-9010	10.00
P16-02030	KAPLAN SCHOOL SUPPLY	Ella Preschool Mini Grant Supplies	12-4300-9010	457.79
P16-02033	NATIONAL WILDLIFE FEDERATION	EMCC Subscription Carmen Garcia	12-4300-9010	10.00
P16-02034	KAPLAN SCHOOL SUPPLY	Kynoch Pre Supplies	12-4300-6105	122.44
			12-4410-6105	1,347.38

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P16-02035	DISCOUNT SCHOOL SUPPLY	Kynoch Pre Supplies	12-4300-6105	391.99
P16-02036	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre Supplies	12-4300-6105	299.93
P16-02139	HOME DEPOT	Home Depot	12-4300-6105	26.45
P16-02141	TROXELL COMMUNICATIONS INC	Covillaud Preschool TV	12-4300-6105	102.13
			12-4410-6105	535.35
			Total Location	5,026.24
Location Cordua Elementary (07)				
P16-01962	Waterford Research Institute	CORDUA - EIA/SCE	01-5801-0003	1,500.00
Location Covillaud Elementary (09)				
P16-02047	LIBRARIANS' BOOK EXPRESS	COV Library	01-4200-0003	291.15
P16-02050	Waterford Research Institute	COV Waterford	01-5801-0003	2,300.00
P16-02071	Sargent Welch Scientific	COV Science Grant	01-4410-9010	538.04
P16-02079	AMAZON.COM	COV Tech	01-4300-0003	60.71
P16-02087	OFFICE DEPOT B S D	COV SDC Class	01-4300-6500	99.84
P16-02125	Sargent Welch Scientific	COV Science Grant	01-4300-9010	91.70
P16-02126	NASCO	COV Science Grant	01-4300-9010	107.74
			Total Location	3,489.18
Location Dobbins Elementary (11)				
P16-02065	SCHOLASTIC INC	Magazine Subscription - Yates	01-4300-9010	355.74
P16-02102	BRAIN POP	BrainPop Subscription - Kerry Yates	01-5801-9010	396.00
			Total Location	751.74
Location Edgewater Elementary (12)				
P16-02020	NWN CORPORATION	EDG Conf Rm Projector Install Items	01-4410-1100	1,225.50
P16-02046	TROXELL COMMUNICATIONS INC	EDG Chromebook Cart	01-4410-0003	1,424.38
			Total Location	2,649.88
Location Ella Elementary (13)				
P16-01969	SUTTER COUNTY SCHOOLS	Shady Creek	01-5890-9010	7,315.00
P16-01970	STUDENT SUPPLY COMPANY	Leadership supplies	01-4300-9010	86.19
			Total Location	7,401.19
Location Facilities (66)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Facilities (66)				
P16-01948	NATIONAL ANALYTICAL LABORATORIES, INC	8151: Mechanical Room/Chiller	14-6222-0000	425.00
P16-02055	DIVISION OF STATE ARCHITECT	8150 MCAA Portable Project	09-6223-0000	4,725.00
P16-02090	APPEAL DEMOCRAT	8155: Legal Notice, Bid 16-1017	01-5890-6230	2,714.80
P16-02099	TWIN CITIES TREE SERVICE	8075 Lindhurst Sidewalk (Quad/Gas Line)	01-6229-0010	5,500.00
P16-02116	WILLIAMS+PADDON ARCHITECTS PLANNERS, INC	8129 Arboga ADA Upgrades and Play Structure	01-6175-0010	20,500.00
P16-02118	SIGNATURE REPROGRAPHICS	Lindhurst HVAC 8151	01-5890-0010	1,200.00
P16-02151	NWN CORPORATION	#8150 MCAA Portable Projectors	09-4410-0000	2,451.00
P16-02152	Findley Iron Works	Olivehurst Fence and Gate	01-5801-1100	4,760.00
P16-02158	RAINFORTH, GRAU ARCHITECTS	8075 LHS Gas Line/Concrete Walk Replacement	01-6175-0010	250,000.00
Total Location				292,275.80
Location Foothill Intermediate (35)				
P16-01986	FISHER SCIENTIFIC	Science Storage Cabinet	01-4300-0004	491.21
P16-02000	OFFICE DEPOT B S D	FHS - student body	01-4300-9010	400.00
P16-02115	PERMA BOUND	Library	01-4200-0003	1,500.00
			01-4200-0004	114.00
			01-4200-9010	13.70
P16-02123	PERMA BOUND	Library	01-4200-3010	5,002.11
Total Location				7,521.02
Location Indian Education (108)				
P16-02006	Floral Native Nursery	Open PO	01-4300-4510	175.00
			01-4300-4511	175.00
P16-02007	THE CANING SHOP	Cultural Projects Supplies	01-4300-4510	300.00
P16-02149	TURTLE BAY EXPLORATION PARK %JAN DEHATE	Turtle Bay Redding st conf	01-5890-4510	120.00
Total Location				770.00
Location Instruction (IMC) (110)				
P16-02153	Talking Teaching Foundation	Talking Teaching Network	01-4300-4035	7,427.00
Location Johnson Park Elementary (15)				
P16-02010	SCHOLASTIC	Mrs. Pal	01-4300-0003	26.22

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Location Johnson Park Elementary (15) (continued)				
P16-02062	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental	01-5621-0003	1,000.00
			01-5630-0003	1,254.12
P16-02085	AMAZON.COM	Computer supplies	01-4300-0003	92.12
P16-02098	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN.	Lexia Reading Core5 Program	01-5801-0003	9,350.00
Total Location				11,722.46
Location Kynoch Elementary (17)				
P16-01959	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies	01-4300-0003	21.49
P16-01961	MIDDLE MOUNTAIN FOUNDATION	Field trip payment	01-5890-9010	700.00
P16-01997	REALLY GOOD STUFF	SUPPLIES	01-4300-0003	21.04
P16-02131	Pitsco, Inc.	SUPPLIES	01-4300-1100	1,688.82
Total Location				2,431.35
Location Linda Elementary (19)				
P16-02022	MYERS-STEVENSON & CO INC	short term insurance for 6th grade	01-5890-9010	162.75
P16-02103	CAPSTONE	Library books	01-4200-0004	1,994.86
Total Location				2,157.61
Location Lindhurst High (43)				
P16-01987	MYERS-STEVENSON & CO INC	TLC	01-5890-1100	175.00
P16-01988	AMAZON.COM	Flag	01-4300-0004	33.85
P16-02041	iParadigms, LLC	turnitin	01-5801-1100	1,795.00
P16-02042	JUNIOR LIBRARY GUILD	Library Books	01-4200-0003	164.79
P16-02043	AMAZON.COM	Classroom Supplies	01-4300-0003	22.54
P16-02054	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TC-Building Heaters	01-4300-1100	331.80
P16-02067	NASPAA	ROP Classroom Supplies/Spangler	01-4300-0004	77.29
			01-5801-0004	144.00
P16-02076	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TC-Building Heaters	01-4300-1100	1,554.19
P16-02077	Western Pacific Mechanical Svc	Ice Machine Repair	01-5641-0000	548.39
P16-02078	Western Pacific Mechanical Svc	Ice Machine Repair 11-9-15	01-5641-0000	148.86
Total Location				4,995.71
Location Loma Rica Elementary (21)				
P16-01983	AMAZON.COM	Special Ed Supplies	01-4300-6500	36.69

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Location Loma Rica Elementary (21) (continued)				
P16-02124	NWN CORPORATION	LRE Color Printer	01-4300-1100	435.97
Total Location				472.66
Location Maintenance (63)				
P16-01963	GAMETIME INC	MAINTENANCE/CEDAR LANE	01-4300-1100	1,694.82
P16-01966	KING CLOTHING	MAINTENANCE	01-4300-8150	2,658.74
P16-02015	CARPET CLEARANCE CENTER	MAINTENANCE/OLIVEHURST CAFE	01-4300-8150	314.70
P16-02016	J.W. WOOD COMPANY, INC	MAINTENANCE	01-4300-8150	404.20
P16-02037	SUN GRO HORTICULTURE	MAINTENANCE/LINDA SCHOOL	01-4300-8150	8,929.58
P16-02039	FRENCH'S FLOOR FASHIONS	MAINTENANCE/CORDUA RM#3	01-5801-8150	5,050.00
P16-02080	GOLDEN BEAR ALARMS	MAINTENANCE/LOMA RICA	01-5801-8150	450.00
P16-02081	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE/STOCK	01-4300-8150	49.15
P16-02082	SLAKEY BROS	MAINTENANCE/KYNOCH RM 26, 27	14-4410-0000	4,512.85
P16-02083	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE/LHS	01-4300-8150	150.50
P16-02084	L & H AIRCO	MAINTENANCE/MCKENNEY	01-4300-8150	569.79
P16-02091	APPLIED ENGINEERING & GEOLOGY	MAINTENANCE	01-5801-8150	1,967.00
P16-02106	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE	01-5801-8150	7,475.00
P16-02107	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/OLIVEHURST	01-5801-8150	425.00
P16-02108	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE	01-4300-8150	46.18
P16-02145	SIEMENS BUILDING TECHNOLOGIES	MAINTENANCE/YUBA GARDENS	01-5801-8150	1,786.00
Total Location				36,483.51
Location Marysville High (45)				
P16-01960	FRIENDS OF UC DAVIS ARBORETUM	ROP Landscaping	01-4300-0004	180.00
P16-01976	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	ROP Landscaping	01-4300-0004	227.00
P16-01989	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	FFA Leadership	01-4300-7010	1,864.50
P16-01994	NWN CORPORATION	MHS Samsung Toner for ML4020ND	01-4300-1100	146.19
P16-02045	MYERS-STEVENS & CO INC	Field Trip Insurance	01-5890-1100	140.00
P16-02048	MYERS-STEVENS & CO INC	Every 15 Minutes	01-5890-9010	35.00
P16-02068	MYERS-STEVENS & CO INC	Every 15 Minutes Meetings	01-5890-9010	105.00
P16-02069	MYERS-STEVENS & CO INC	UC Davis	01-5890-9023	47.25
P16-02074	MARYSVILLE HIGH SCHOOL STUDENT BODY	Security Jackets	01-4300-6690	170.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P16-02113	HP Inc. Attn: Public Sector Sales	MHS Admin Computer - Gayle	01-4410-1100	884.43
P16-02119	AMAZON.COM	classroom supplies	01-4300-0004	891.00
P16-02122	DICK BLICK COMPANY	Candice Jimenez classroom supplies	01-4300-0004	57.21
Total Location				4,747.58
Location McKenney Intermediate (37)				
P16-01995	AMAZON.COM	MARTINEZ	01-4200-3010	309.21
P16-01999	AMAZON.COM	BEYMER	01-4300-9010	150.44
			01-4410-9010	573.51
P16-02004	Live Wire Media	HUTCHINSON	01-4300-6690	415.22
P16-02021	CADA Central	CADA DUES	01-5310-1100	250.00
P16-02060	GOVCONNECTION, INC.	MCK ELPLP42 Lamps	01-4300-0003	1,506.46
P16-02094	AMAZON.COM	SELKEN	01-4300-1100	85.23
P16-02111	GOPHER SPORT	PE DEPT	01-4300-0003	3,185.91
P16-02135	APPLE COMPUTER INC	MCK Macbook Pro	01-4410-3010	1,697.43
P16-02140	AMAZON.COM	SELKEN	01-4300-1100	234.35
Total Location				8,407.76
Location Nutrition Services (73)				
P16-01964	TYSON FOODS	Food Order	13-9325-5310	10,204.52
P16-01965	ADVANCE PIERRE FOODS	Food Order	13-9325-5310	7,943.47
P16-02001	Rich Chicks, LLC	Food Order	13-9325-5310	14,781.20
P16-02002	TRI-L MANDARIN RANCH	Mandarin Order	13-4716-5310	15,000.00
P16-02014	GOVCONNECTION, INC.	Toner	13-4300-5310	114.19
P16-02017	PRO PACIFIC FRESH	Craisins Order	13-9325-5310	2,722.50
P16-02018	Aqua Clean Solutions	Kitchen Hood Cleaning	13-5641-5310	5,000.00
P16-02023	EAST BAY RESTAURANT SUPPLY, INC.	Spigot Assembly	13-4300-5310	193.85
P16-02024	Whaley Foodservice Repairs C/O BB&T	LHS Half Warmer On/Off Toggle Replacement	13-4300-5310	46.64
P16-02025	Jeronimo Lopez Quintero	Student Refund	13-5892-5310	21.50
P16-02026	INTEGRATED FOOD SERVICES	Food Order	13-9325-5310	11,175.69
P16-02027	SYSCO FS OF SACRAMENTO INC.	Soy Milk	13-9325-5310	955.20
P16-02056	DANIELSEN COMPANY	Yeast Order	13-9325-5310	105.38

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P16-02057	SYSCO FS OF SACRAMENTO INC.	Sysco	13-9325-5310	1,075.90
			13-9326-5310	367.89
P16-02146	GOODMAN FOODS DBA: DON LEE FARMS	Food Order	13-9325-5310	8,385.30
P16-02147	LA TAPATIA TORTILLERIA, INC	Chip Order	13-9325-5310	568.00
P16-02148	GOLD STAR FOODS	Food Order	13-9325-5310	4,738.05
P16-02159	JENNIE-O-TURKEY STORE	Food Order/Warehouse Stores	13-9325-5310	8,728.85
P16-02160	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Food Delivery for Warehouse (& Distribution)	13-4716-5310	260.00
			13-9325-5310	2,025.40
P16-02161	HOME DEPOT	Supplies for Nutrition Services	13-4300-5310	154.66
P16-02162	Fat Cat Scones	Scones	13-9325-5310	5,670.00
			Total Location	100,238.19
Location Olivehurst Elementary (25)				
P16-01978	SIGMAnet	OLV Dell Chromebooks	01-4300-0003	38,773.21
P16-01984	PERMA BOUND	CLASSROOM SET BOOKS	01-4300-0003	969.97
P16-02040	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS (SHADY CREEK		01-5890-9010	1,955.00
P16-02059	LEARNING A-Z	CLASSROOM MATERIALS	01-5801-0003	1,799.50
P16-02114	GENERAL BINDING CORP	MATERIALS	01-4410-0004	1,477.33
			Total Location	44,975.01
Location Personnel (113)				
P16-01968	BAUDVILLE	RECEIVED GOODS	01-4300-0000	55.31
Location Print Shop (67)				
P16-02155	CLARKE'S PRESS TECHNOLOGY	Press Repair Service	01-5641-0000	270.00
Location Pupil Services (202)				
P16-01985	AMAZON.COM	OT Supplies for J.K.	01-4300-6500	132.98
P16-02086	SUPER DUPER PUBLICATIONS DEPT SD 2004	Order for H. E.	01-4300-6500	61.20
			Total Location	194.18
Location Purchasing (104)				
P16-01996	POSTMASTER	ANNUAL PERMITS D/O 15-16 S.Y.	01-5910-0000	450.00
P16-02063	AMAZON.COM	File Folders	01-4300-0000	24.64

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Location Purchasing (104) (continued)				
P16-02092	EGP Business Solutions	Tax Forms	01-4300-0000	891.62
P16-02096	MOORE WALLACE, AN RR DONNELLEY COMPANY	D.O /WHS for Tech	01-4300-0000	1,296.54
			Total Location	2,662.80
Location South Lindhurst (47)				
P16-01980	AMAZON.COM	SLHS	01-4300-0003	1,158.85
P16-02011	SIGMAAnet	SLHS Dell Chromebooks	01-4300-3010	3,549.66
P16-02012	SIGMAAnet	SLHS Dell Chromebooks	01-4300-0003	20,205.76
P16-02031	TROXELL COMMUNICATIONS INC	SLHS Chromebook Cart	01-4410-3010	1,424.38
P16-02032	TROXELL COMMUNICATIONS INC	SLHS Chromebook Carts	01-4410-0003	4,273.13
P16-02104	OFFICE DEPOT B S D	SLHS	01-4300-1100	500.00
P16-02142	US MARKERBOARD	displays	01-4300-6690	877.24
			01-4410-6690	1,621.66
			Total Location	33,610.68
Location Technology (102)				
P16-02044	AMAZON.COM	Cell Phone Accessories	01-4300-0000	38.66
P16-02064	AMAZON.COM	ChromeBit Chip	01-4300-0000	456.82
P16-02075	Survey Monkey, Inc.	Survey Monkey	01-5801-0000	780.00
P16-02132	AMAZON.COM	Bar Code Scanner	01-4300-0000	53.74
P16-02134	HP Inc. Attn: Public Sector Sales	DO Admin Computer - Darrick Thomas	01-4410-0000	676.18
P16-02136	Amplified IT, LLC	Tech Remote Support	01-5801-0000	2,250.00
			Total Location	4,255.40
Location Transportation (69)				
P16-02008	WALKER'S OFFICE SUPPLIES	Transportation office furniture	01-4410-0230	4,667.20
P16-02038	LAKEVIEW PETROLEUM	TRANSPORTATION	01-4361-0230	75,000.00
P16-02109	HORIZON SAFETY DISTRIBUTING	TRANSPORTATION	01-4300-0230	150.00
			Total Location	79,817.20
Location Warehouse (71)				
P16-01967	Pope's Embroidery	Uniform Shirts	01-4300-0000	622.12
P16-02093	RAYVERN LIGHTING SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	1,415.13
P16-02097	SHADD JANITORIAL SUPPLY	Warehouse Stock 2015-16 S.Y.	01-9320-0000	78.42

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P16-02105	HILLYARD - SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	3,289.53
P16-02120	MUSICIANS FRIEND	Drum Key	01-4300-0000	14.51
P16-02156	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	1,279.79
P16-02163	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	46.18
Total Location				6,745.68
Location Yuba Feather K-6 (29)				
P16-02028	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather School	01-4300-9010	474.03
P16-02072	S & S WORLDWIDE	Yuba Feather School	01-4300-1100	813.77
P16-02101	Educational Disc Golf Exp.	Yuba Feather School	01-4300-9010	752.45
Total Location				2,040.25
Location Yuba Gardens Intermediate (39)				
P16-01956	HP Inc. Attn: Public Sector Sales	YGS Student Computers	01-4410-3010	3,380.88
P16-01957	NWN CORPORATION	Projectors	01-4300-3010	2,499.38
P16-01958	TROXELL COMMUNICATIONS INC	YGS Elmos	01-4410-3010	1,812.45
P16-01982	5-Star Students, LLC	JONES/GATES	01-4300-3010	2,805.75
P16-02003	MUSICIANS FRIEND	REILEY/GATES	01-4300-0003	83.85
P16-02052	CLOSE LUMBER	ROE/GATES	01-4300-0003	312.56
P16-02066	APPLE COMPUTER INC	YGS iPads	01-4300-3010	15,379.90
P16-02100	AMAZON.COM	BOWMAN/GATES	01-4300-0003	56.99
P16-02117	GOVCONNECTION, INC.	YGS Attendance receipt printers	01-4300-0004	695.87
P16-02143	TROXELL COMMUNICATIONS INC	YLST/GATES	01-4300-0004	42.57
Total Number of POs				208
Total Location				27,070.20
Total				736,734.80

Fund Recap

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

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ESCAPE

ONLINE

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25

Includes Purchase Orders dated 12/01/2015 - 12/31/2015

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	153	606,584.31
09	Chrtr Schs	21	19,153.21
12	Child Dev	10	5,026.24
13	Cafeteria	21	100,238.19
14	Def Maint	2	4,937.85
25	Cap Fac	1	795.00
Total			736,734.80

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

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00075	1,600.00	01-5621	Gen Fund/Maint Cont	1,000.00-
P16-00215	3,000.00	01-4330	Gen Fund/Supp Vehic	1,000.00
P16-00249	10,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P16-00251	7,000.00	01-5641	Gen Fund/Equip Repa	2,000.00
P16-00253	20,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P16-00256	800.00	01-5801	Gen Fund/Contracts	500.00
P16-00330	1,800.00	01-4300	Gen Fund/Mat&Suppli	800.00
P16-00436	6,000.00	01-5641	Gen Fund/Equip Repa	1,000.00
P16-00657	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00818	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00820	5,500.00	09-5801	Chrtr Schs/Contracts	1,500.00
P16-00846	950.00	01-4300	Gen Fund/Mat&Suppli	400.00
P16-00926	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00960	1,986.75	01-4300	Gen Fund/Mat&Suppli	1,000.00
		01-5630	Gen Fund/Rents/Leas	120.00
			Total for P16-00960	1,120.00
P16-01225	2,021.00	01-5801	Gen Fund/Contracts	471.00
P16-01293	252.00	01-5890	Gen Fund/Other Serv	126.00
P16-01609	627.13	01-4300	Gen Fund/Mat&Suppli	227.13
P16-01742	233.75	01-4300	Gen Fund/Mat&Suppli	187.04-
P16-01917	222.89	01-4300	Gen Fund/Mat&Suppli	56.24
			Total PO Changes	20,513.33

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

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Cartwright (KATHY), Dec 29 2015

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Marysville Joint Unified School District

**1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on January 26, 2016 (Insert Board meeting date or ratification date), by and between Botánica Landscapes, 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 Fifty and no /100 Dollars (\$ 8,750.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-27 Landscaping (add applicable to trade).
3. (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>).
4. This contract shall commence upon Board approval as of 1/26/2016 (Insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by March 24th 2016.
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)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

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:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Noncollusion Affidavit | <input checked="" type="checkbox"/> ATTACHMENT F – Proof of Contractor Annual Registration with DIR |
| <input checked="" type="checkbox"/> ATTACHMENT A – Contractor Certification Form | <input checked="" type="checkbox"/> ATTACHMENT G – Withholding Exemption Certificate – CA Form 590 |
| <input checked="" type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages) | <input checked="" type="checkbox"/> ATTACHMENT H – W9 Form |
| <input checked="" type="checkbox"/> ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation | <input checked="" type="checkbox"/> ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement |
| <input checked="" type="checkbox"/> ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate | <input checked="" type="checkbox"/> ATTACHMENT J – Scope of Work |
| <input checked="" type="checkbox"/> ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification | Purchase Order No. _____ |

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

68-0443484
 Employer Identification Number

License No: 409125 Classification: C-27 Expiration Date: 5/31/2017

(District Use Only: License verified by HA Date: 1-7-2016)
 Fill at time of preparation – DISTRICT STAFF ONLY

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 has been convicted of a felony as defined in Education Code 45122.1

Contractor Name: United Landscape Resource Inc. dba Botanica Landscapes

Contractor Address:
P.O. Box 689
Yuba City, CA 95992

Phone: 530-617-1029

Email: 530-671-3326

Print Name: Bill Luach

Title: CEO

Authorized Signature: [Signature]

District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____ Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined per 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 in 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 as defined in Education Code Section 45122.1.

It is understood that by signing this document, Contractor agrees 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(s) of employee(s):

Joe Turner
Santos Figueroa
Juan Vena

Name(s) of employee(s):

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

Dated: 1/11/16

[Signature]

Bill Lucich
CEO

Botanica Landscapes (Company)

(Authorized Signature)

(Print Name)

(Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to web site (www.dlr.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 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.
- 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.
- A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime



Marysville Joint Unified School District

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

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the

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

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

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and



Marysville Joint Unified School District

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted

herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such



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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section Revised 09-22-2015

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 _____ (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21



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ATTACHMENT C

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

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

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

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



Signature, Contractor's 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.)

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Olivehurst School Landscape between the Marysville Joint Unified School District ("District" or "Owner") and Botanica Landscapes ("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 have been convicted of a felony as defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name:

Bill Luch

Title:

CEO

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

ATTACHMENT D Continued on Next Page



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.

Supervisor's Name: _____

Bill Lucich

Tax ID Number (if applicable – do NOT include Social Security Numbers).

68-0443484

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

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

_____ Other, describe:

Signature _____

Maria Aguilar

DISTRICT

Title: _____

Grounds Supervisor

Date: _____

1/15/16

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 page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Olivehurst School Landscape
between Marysville Joint Unified School District (the "District" or the "Owner") and
Botanica Landscapes (the "Contractor" or the "Bidder").

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

Date:

11/11/16

Proper Name of Contractor:

Botanica Landscapes

Signature:

[Signature]

Print Name:

Bill Lucich

Job Title:

CEO

(Remainder of page left blank intentionally)



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 409125

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

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

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

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

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

Data current as of 1/6/2016 12:41:28 PM

Business Information

UNITED LANDSCAPE RESOURCE INC
dba BOTANICA LANDCAPES

P O BOX 569
YUBA CITY, CA 95992-0569
Business Phone Number: (530) 671-1029

Entity Corporation
Issue Date 07/17/1981
Reissue Date 05/11/2001
Expire Date 05/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.

Bond Number: 5115118

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) LUCICH BILL EUGENE 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: 05/11/2001

Workers' Compensation

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY

Policy Number:SWC1089591

Effective Date: 10/01/2015

Expire Date: 10/01/2016

Workers' Compensation History

Miscellaneous Information

05/11/2001 - LICENSE REISSUED TO ANOTHER ENTITY

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate**590**

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

Withholding Agent (Type or print)

Name

Payee

Name

United Landscape Resource, Inc. DBA. Botanica Landscapes

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.
 6 8 - 0 4 4 3 4 8 4

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

PO Box 569

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

Yuba City

 State ZIP Code
 CA 95992
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:**

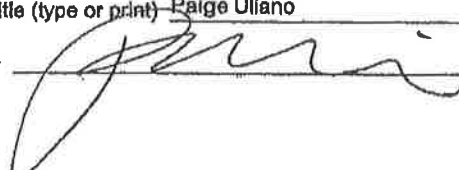
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

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) Paige UlianoTelephone (530) 671-1029

Payee's signature ▶

Date 01/05/2016

**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.
United Landscape Resource, Inc.

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ 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) ▶ _____

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.)
PO Box 569

6 City, state, and ZIP code
Yuba City, CA 95992

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
____ - ____ - ____


or
Employer identification number
6 8 - 0 4 4 3 4 8 4

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 ▶ **1/5/2016**

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/irb.

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.



UNITLAN-01

JLOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2016

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-Affiant Insurance Services, Inc. 1949 W Kettleman Ln Ste 200 Lodi, CA 95242	CONTACT NAME: Kristen Solarl PHONE (A/C, No, Ext): (209) 333-1136 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED United Landscape Resource Inc DBA Botanica Landscapes P O Box 569 Yuba City, CA 95992-0569	INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: Security National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25011 19879

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 type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		WPP1097804 02	05/09/2015	05/09/2016	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 - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		WPP1097804 02	05/09/2015	05/09/2016	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"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SWC1089591	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: Job #43363, Olivehurst Elementary, Landscape & Irrigation, 1778 McGowan Parkway, Olivehurst, CA 95961. Marysville Joint Unified School District, its officers, directors and employees are additional Insured with regards to GL & Auto per the attached endorsements.

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



Marysville Joint Unified School District

ATTACHMENT J

SCOPE OF WORK

INSERT OR ATTACH HERE

(Inserted scope or attached proposal must state at prevailing wage for all services
\$1,000 or above but under \$15,000):

Olivehurst Elementary School landscape project

Install automatic sprinkler systems

Amend soil

Planting and install grass

Repair existing lanscape

One year guarantee on workmanship

See Exhibit A, attached



"EXHIBIT A"

COMMERCIAL • RESIDENTIAL

12-02-2015

MAURICE NEGUELOUA - MJUSD, SUPERVISOR OF GROUNDS
Re: OLIVEHURST SCHOOL LANDSCAPE
mnegueloua@mjUSD.com
P: (530) 749-6185

LANDSCAPE & IRRIGATION PROPOSAL

THIS PROJECT **INCLUDES** THE FOLLOWING ITEMS, AS LISTED BELOW:

- Automatic pop-up irrigation per Botanica landscapes recommendation. Mainline and wire to be brought appx. 180' to 40' x 80' proposed landscape from nearest control valve. Includes bore under existing 5' sidewalk. Irrigation also includes (12) Hunter I-20 rotors, (2) 1.5" Hunter ICV control valves installed below grade in valve box with double station Decoder for (E) Hunter ACC controller, 1.5" schedule 40 mainline with solvent weld fittings, and PVC pipe/fittings as required. A simple irrigation design will be submitted prior to installation. Plan to be modified/redlined as installed and submitted as an as-built after construction.
- Amend soil with compost and fertilizer, (3) CY compost and (20) pounds Best 6-24-24 commercial fertilizer per 1,000 SF. Finish grading as required.
- Planting includes (8) 15 gallon size trees staked and tied. District to select tree variety.
- Install 90/10 Fescue/Bluegrass mix sod lawn over entire area.
- Repair of existing landscape due to trenching operations included.
- California state prevailing wage.
- One year guarantee on quality of workmanship.

THIS PROJECT **EXCLUDES** THE FOLLOWING ITEMS, AS LISTED BELOW:

- Maintenance period. District to supply temporary construction fencing (orange snow fencing) to keep students off grass for a period of 30 days. Grass should be mowed at least twice during this time depending on weather/growing conditions.
- Temporary Construction Fencing, as described above.
- Extensive potholing to locate existing mainline. (E) Main to be in general location and distance as described in scope of work e-mail from Maurice Negueloua.
- Two (E) trees to remain. If trees are to be removed, removal of trees is excluded from base bid.

TOTAL COST FOR LABOR AND MATERIALS\$8,750.00

****Valid for (60) thirty calendar days**

Thank you for the opportunity to bid this project. If you have any questions regarding this estimate, please contact our office at (530) 671-1029. To approve this estimate and schedule a start date for the above work, please sign below and return a copy to us by fax or mail.

Thank you,
Ryan Jessen, Estimator

X _____
Authorized Signature

1/26/16 _____
Date

Business Services Department
Approval: RA
Date: 1/7/16



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 _____ (Insert Board meeting date or ratification date), by and between All Rite Roofing Inc. hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Fourteen thousand Nine hundred Fifty and 00/100 Dollars (\$ 14,950.00)

(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: C39 (add applicable to trade).
3. (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>).
4. This contract shall commence upon Board approval as of _____ (insert date after Board approval date or ratification date) with work to be completed within 120 weather permitting (120) consecutive days and/or by _____, 201 .
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)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)

Page 1 of 2

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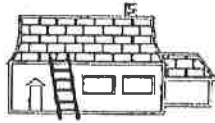
Business Services Department

Approval: [Signature]

Date: 1/19/16

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Proposal



**ALL RITE
ROOFING INC.**

CA Lic. #714523
3020 Industrial Drive, Suite A
YUBA CITY, CA 95993
Phone (530) 749-7483 Fax (530) 673-5030

PROPOSAL SUBMITTED TO Marysville Joint Unified School District		PHONE 749-6184	DATE 1/13/2016
STREET tbarnett@mjud.com		JOB NAME 628 F St. Multi purpose room	
CITY, STATE AND ZIP CODE		JOB LOCATION Marysville	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Installation of Elastomeric Roof System _____ dollars (\$ 14,950.00)

Payment to be made as follows:

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

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 15 days.

We hereby submit specifications and estimates for:

A). Installation of a Elastomeric coating on multi purpose building, flat section and wall.

1. Pressure wash entire roof surface.
2. Inspect all a/c curbs, reseal corners as needed.
3. Inspect all pipe and vent flashing, reseal and caulk as needed.
4. Raise perimeter flashing on slopes.
5. Install sealant under flashing and re secure with screws.
6. Mask around a/c units.
7. Install one coat Elastomeric base coat at a rate of 2 gallons per roof square.
8. Re Inspect roof surface for imperfections and seal as needed.
9. Install one coat Elastomeric top coat at a rate of 2 gallons per roof square.
10. Install solid pan under water cooler.
11. Clean up all debris caused by above work.
12. All Rite Roofing Inc., carries workman's compensation and liability insurance.

Note: Price includes coating of wall. Wall will be solid white when done.

"NOTICE TO OWNER"

(Section 7018,7019 - Contractors License Law)

Under the Mechanics' Lien Law, any contractor, sub contractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.
Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Acceptance of Proposal the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

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Marysville Joint Unified School District

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:

<input type="checkbox"/> Noncollusion Affidavit	<input checked="" type="checkbox"/> ATTACHMENT F – Proof of Contractor Annual Registration with DIR
<input checked="" type="checkbox"/> ATTACHMENT A – Contractor Certification Form	<input type="checkbox"/> ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
<input type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages)	<input type="checkbox"/> ATTACHMENT H – W9 Form
<input type="checkbox"/> ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/> ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
<input type="checkbox"/> ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate	<input checked="" type="checkbox"/> ATTACHMENT J – Scope of Work
<input type="checkbox"/> ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification	Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☒ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

68-0486657
 Employer Identification Number

License No: 714523 Classification: C39 Expiration Date: 8/31/2016

(District Use Only: License verified by Julie Brown Date: 1/14/2016)
 Fill at time of preparation – DISTRICT STAFF ONLY

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 has been convicted of a felony as defined in Education Code 45122.1

Contractor Name: All Rite Roofing Inc.

Contractor Address:
3020 Industrial Drive Ste A
Yuba City, CA 95993

Phone: 530-749-7483

Email: allriteroofinginc@yahoo.com

Print Name: Jon Dentenfeld

Title: owner / president

Authorized Signature: [Signature]

District Acceptance: _____

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____

Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined per 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 in 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 as defined in Education Code Section 45122.1.

It is understood that by signing this document, Contractor agrees 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(s) of employee(s):

Name(s) of employee(s):

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

Dated: 1-14-16

All Rite Roofing Inc (Company)

(Authorized Signature)

(Print Name)

(Title)

(Complete only if pertinent)

Revised 09-22-2015

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Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to web site (www.dlr.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 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.
- 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.
- A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime

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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-third of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and

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restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



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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:

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such

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change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section Revised 09-22-2015

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 judgment, 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 judgment.

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 _____ (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21

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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[/her] employees.

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

Signature, Contractor's 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.)

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Roof Repair Covliand MultiPurpose Room between the Marysville Joint Unified School District ("District" or "Owner") and All Rite Roofing Inc. ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: John R. Rife

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.

ATTACHMENT D Continued on Next Page



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.

Supervisor's Name: Jim Debenfeld or Will Harris

Tax ID Number (if applicable – do NOT include Social Security Numbers).

069-0482657

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

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

☐ Other, describe:

DISTRICT

Signature: _____ Title: _____ Date: _____

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Roof Repair Covillaud MultiPurpose Room
between Marysville Joint Unified School District (the "District" or the "Owner") and
All Rite Roofing Inc. (the "Contractor" or the "Bidder").

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

Date: 1-14-16

Proper Name of Contractor: All Rite Roofing Inc.

Signature: [Signature]

Print Name: Jon Donenfeld

Title: owner / president

(Remainder of page left blank intentionally)

Attachment F


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Public Works

Public Works Contractor (PWC) Registration Search

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

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

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	ALL-RITE ROOFING, INC.	1000016406	SUTTER	YUBA CITY	06/17/2015	06/30/2016

v2.20160101

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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 20 12		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18682. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name MJUSD		
Vendor/Payee's name All Rite Roofing, Inc.			Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SSN 68-0486457		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 3020 Industrial Dr. Ste A			APT. no. _____ Private Mailbox no. _____		
City Yuba City			State CA		Vendor/Payee's daytime telephone no. (505) 682-5100
ZIP Code 75993					

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

- ☐ **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 inform the withholding agent. See Instructions for Form 590, General Information D, for the definition of a resident.
- ☒ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See Instructions for Form 590, General Information E, for the definition of permanent place of business.
- ☐ **Partnerships:**
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- ☐ **Limited Liability Companies (LLC):**
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- ☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- ☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Irrevocable Trusts:**
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- ☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) **Donenfeld**
Vendor/Payee's signature *[Signature]* Date **1-14-16**

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

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

All Rite Roofing 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.)

3020 Industrial Ave Suite A

6 City, state, and ZIP code

Yuba City, Ca 95993

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

6	8	-	0	4	8	6	6	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 ▶

1-13-16

General Instructions

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

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

Purpose of Form

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

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

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2016

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
Clinton Polley Insurance Group, Inc.
12150 Tributary Point Drive, Suite 200
Gold River CA 95670

CONTACT NAME: Clinton Polley Insurance Group, Inc.
PHONE (A/C, No., Ext): 916-984-3000 **FAX (A/C, No.):** 916-984-3100
E-MAIL ADDRESS: certificates@clintonpolley.com

INSURED
All Rite Roofing, Inc.
3420 S. Butte Rd.
Yuba City CA 95993

INSURER(S) AFFORDING COVERAGE
INSURER A: California Insurance Group
INSURER B: AmTrust International Ins Ltd
INSURER C: American Fire & Casualty Ins Co
INSURER D:
INSURER E:
INSURER F:

NAIC #

COVERAGES

CERTIFICATE NUMBER: 1006290432

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	ADDC SOBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PAL125605500	11/1/2015	11/1/2016	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 \$1,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAA (16) 56441212	12/1/2015	12/1/2016	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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 <input type="checkbox"/> N/A	46-842589-01-05	10/1/2015	10/1/2016	<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)

Marysville Joint Unified School District and District Inspector are named as additional insureds, and coverage applies on a primary and non-contributory basis with respect to General Liability per the attached endorsement.

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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Marysville Joint Unified School District

ATTACHMENT J

SCOPE OF WORK

INSERT OR ATTACH HERE

**(inserted scope or attached proposal must state at prevailing wage for all services
\$1,000 or above but under \$15,000):**

A) Installation of a Elastomeric coating on multi purpose room building Covillaud/Flat section and wall

1. Pressure wash entire roof surface

2. Inspect all A/C curbs, reseal corners as needed

3. Inspect all pipe and vent flashing, reseal and caulk as needed

4. Raise perimeter flashing on slopes

5. Install sealant under flashing and re secure with screws

6. Mask around A/C units

7. Install one coat Elastomeric base coat at a rate of 2 gallons per roof square

8. Re inspect roof surface for imperfections and seal as needed

9. Install one coat of Elastomeric top coat at a rate of 2 gallons per roof square

10. Install solid pan under water cooler

11. Clean all debris caused by above work

Attachment A



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 714523

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

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

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

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

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

Data current as of 1/14/2016 8:03:45 AM

Business Information

ALL - RITE ROOFING INC
3420 SOUTH BUTTE ROAD
YUBA CITY, CA 95993
Business Phone Number:(530) 749-7483

Entity Corporation
Issue Date 10/30/1995
Reissue Date 08/13/2002
Expire Date 08/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C39 - ROOFING

Bonding Information

Contractor's Bond

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

Bond Number: 100173891

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) DONENFELD JONATHON HUDSON certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying Individual is not required.

Effective Date: 08/13/2002

Workers' Compensation

This license has workers compensation insurance with the CALIFORNIA INSURANCE COMPANY

Policy Number: 4684258901

Effective Date: 10/01/2012

Expire Date: 10/01/2016

Workers' Compensation History

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Marysville Joint Unified School District

END OF DOCUMENT

Revised 09-22-2015

66

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Category

(a)	Personnel/Salaries (250 hours of tutoring @ \$10.85 per hour)	<u>\$ 2,700.00</u>
(b)	Fringe Benefits	<u>\$ 300.00</u>
(c)	Travel	<u>\$ 0.00</u>
(d)	Equipment*	<u>\$ 0.00</u>
(e)	Supplies**	<u>\$ 947.00</u>
(f)	Consultants/Contractual Services	<u>\$ 1,000.00</u>
(g)	Space Cost	<u>\$ 0.00</u>
(h)	Indian Education Committee costs	<u>\$ 0.00</u>
(I)	List other needs by category	<u>\$ 2,000.00</u>
	Cultural Workshops for parents and students	
	Registration, Lodging, Meals, Transportation	
	Annual State Indian Conference (4 parents, 6 students)	
	Registration, Lodging, Meals, Transportation	
	Education Programs	
	Spring Pow Wow	
	SUB TOTAL	<u>\$7,847.00</u>
	Indirect cost rate used to calculate contract support funds. (6.82%)	<u>\$ 562.00</u>
	TOTAL	<u>\$8,409.00</u>

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(a) PERSONNEL

1.1	Tutors - hired on temporary basis as needed to meet the individual needs of Indian students. Duties include: tutoring, counseling, outreach, liaison services. Pay rate established by the District pay range, \$10.00 per hour for high school tutors and \$10.85 per hour for classified adult tutors.	\$2,700.00
-----	---	------------

TOTAL (a)		\$2,700.00
-----------	--	------------

(b) FRINGE BENEFITS (AS DETERMINED BY LEA POLICIES)

PERS Teachers and Instructional Assistants
OASDI Teachers and Instructional Assistants
HEALTH Teachers and Instructional Assistants
DENTAL Teachers and Instructional Assistants
SUI Teachers and Instructional Assistants
COMP Teachers and Instructional Assistants
LIFE INSURANCE
ALTERNATIVE TO SOCIAL SECURITY

TOTAL (b)		\$ 314.00
-----------	--	-----------

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(c)	TRAVEL	\$ 0.00
(d)	EQUIPMENT	\$ 0.00
(e)	SUPPLIES Supplies necessary to support cultural events and activities	\$ 947.00
(f)	CONSULTANTS / CONTRACTUAL Consultants hired as needed to provide instruction in cultural activities.	\$ 1,000.00
(g)	COST OF SPACE	\$ 0.00
(h)	INDIAN EDUCATION COMMITTEE COSTS	\$ 0.00
(i)	OTHER NEEDS	
1.1	Cultural Workshops - open to parents and older students who are willing to teach traditional skill to the other students in the Program. Registration, Lodging, Meals, Transportation.	
1.2	Annual State Indian Conference - 2 parents and 2 students will attend and participate as presenters. Registration, Lodging, Meals and Transportation.	
1.3	Pow Wow - year-end culmination of Program functions. The Pow Wow is used to honor all American Indian students, but, especially those students who have excelled during the school year. Consultant fees, Supplies.	
1.4	JOM Summer School Program - Provides summer activities for American Indian students, e.g. American Indian Youth Leadership Camp and American Indian Summer Academic/Cultural Summer School.	
	TOTAL	\$ 2,900.00
	TOTAL DIRECT CHARGES	\$ 7,847.00
	TOTAL INDIRECT CHARGES (7.16%)	\$ 562.00
	TOTAL BUDGET	\$ 8,409.00

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION
TUTOR**

I. DEFINITION

- A. Hired on temporary basis, as needed, to meet the individual needs of American Indian students.

II. EXAMPLES OF DUTIES*

- A. Tutoring
- B. Counseling
- C. Outreach Liaison Services

III. EXPERIENCE

- A. Sufficient experience to show the ability to maintain simple clerical records, and to organize and direct simple youth activities and programs.

IV. EDUCATION

- A. Equivalent to graduation from high school.
- B. Either 48 College Units or passing of the Para-educators test.

- * Employees that are funded from consolidated application funds and who are assigned to school sites will perform duties which directly benefit applicable program participants. An activity log will be kept by all such employees to ensure that the program(s) are properly charged for actual services provided.

The Yuba County Tobacco Education Coalition wants **YOU!!**

Let's work together to promote a
TOBACCO FREE COMMUNITY!!!

We have the power to make a
difference for a healthier future!

Join us for Quarterly Tobacco Coalition Meetings:

Tuesday, September 2, 2015; 2:00 p.m. to 3:30 p.m.

Hosted at Center of Education. 1104 E Street, Marysville, CA

Wednesday, December 2, 2015; 2:00 p.m. to 3:30 p.m.

Hosted at Yuba County Health and Human Services.

5730 Packard Ave, Marysville, CA

Wednesday, March 2, 2016; 2:00 p.m. to 3:30 p.m.

Hosted at Center of Education. 1104 E Street, Marysville, CA

Wednesday, May 11, 2016; 2:00 p.m. to 3:30 p.m.

Hosted at Yuba County Health and Human Services.

5730 Packard Ave, Marysville, CA



In compliance with the Americans with Disabilities Act, the facility for this event is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this event, please contact Yuba County Health & Human Services at (530)749-6366 or fax (530)749-6397. Requests must be made two full business days before the start of the event.