

# **Community Day School & Independent Study**

Gary Rogers – Principal

## **Board Report**

4/26/16

Ready or not, the doors of the Community Day School (CDS) opened on the first day school. Students starting at CDS showed up for various reasons including: being expelled, on probation, truancy, or eighth grade non-promotes. Historically, these students have not been successful in the traditional school setting, and face many challenges in all aspects of their lives. Our mission is to get these students the help they need, either academically or social-emotionally, and assist them to get back on track or change their view of their education so they can experience success.

Despite the trials of starting a new program, the staff of CDS was up for the challenge. They were able to use staff articulation time to build and fine tune a program that would benefit all students. During the first semester, the staff began to prepare for the implementation of Positive Behavioral Interventions and Supports (PBIS). With PBIS, the staff was able to layout the expectations of student behavior, develop interventions, and provide rewards and incentives. CDS wants students to RISE by having **Respect**, **Integrity**, being **Safe**, and showing **Effort**. Students who demonstrate these qualities during the school day can receive a RISE card from staff to enter a raffle for various prizes at the end of each week. In addition, students are also recognized each month and throughout the quarter with various prizes and incentives. Focusing on the positive is a vital component of our program, since many of the students at CDS have not experienced academic success or been recognized for their accomplishments.

The school day at CDS is separated into two parts. The morning hours are designed to give students instruction in the core academic areas. The afternoon hours are designed to focus on the academic support the students need in Math and ELA. This time is also used for enhancing study skills and participation in PE. High school students who are in need of credit recovery are able to utilize the afternoon time to work on recovering credits. This provides them the opportunity to get back on track, which will increase their ability to graduate on time from high school. Students also have the option of utilizing CyberHigh. CyberHigh is an online class format that allows students to work at their own pace and from home and earn high school credits.

As a means of supporting the social-emotional needs of students, CDS was able to provide counseling services with our part-time counselor as well as a partnership with Sutter-Yuba Mental Health Prevention Services to provide Anger Regression Training and Life Skills classes for students. These weekly classes helped students develop skills to deal with some of the issues that have been impeding their education. In a continuing effort to continue to meet the needs of our students, we continue to seek out local agencies to provide the vital supplementary support for our students. These needs include counseling, bereavement, mentoring, and career readiness.

The CDS staff uses a variety of strategies to help students succeed on a daily basis including restorative practices, conscious classroom management, and trauma informed care. Despite these programs, no strategy can replace the time and effort the staff of CDS puts into getting to know their students and creating a safe, supportive, and caring environment for them.

As a result of these efforts, the staff has been able to serve 100+ students over the span of the school year. Of the 8<sup>th</sup> grade non-promotes that came to CDS, ten were re-established in a traditional high school program at semester and earned an average 2.0 GPA at third quarter grades. Additionally, a few students requested to complete their freshman year at CDS as a means of continuing with the success they experienced in the first semester. Ten expelled students were able to meet the requirements for reinstatement and were able to return to a comprehensive program without major incidents of discipline.

This school year has been a learning experience for all the staff at CDS. Starting a new program is never an easy task, but it is one that all of the staff at CDS have stepped up to the plate to take on. We continue to learn from our successes and failures and are busy planning for next year so we can help even more students.



## MEMORANDUM OF UNDERSTANDING FOR SERVICES

This agreement made and entered this 26<sup>th</sup> day of April, 2016 between **Be GLAD™ LLC**, hereinafter referred to as the “*Contractor*”, and **Marysville Joint Unified School District**, hereinafter referred to as the “*District*”.

### WITNESSETH:

1. The *Contractor* agrees to render the following services listed below on the times and dates herein stated in accordance with the directions stipulated by the *District* or a person delegated by them (Lennie Tate).

a) Training in the Project G.L.A.D.® (Guided Language Acquisition Design) Model and strategies for two days conducted by a Certified G.L.A.D.® Key Trainer. This service consists of only the **2-Day Workshop** of information regarding the G.L.A.D.® Model, research, and strategies. The trainings will occur over two consecutive days for District during business hours, typically 8:00 AM to 3:00 PM. This service will be provided in 2016 on:

**June 9 & 10, 2016 (50 minimum total)**

b) Training in the Project G.L.A.D.® (Guided Language Acquisition Design) Model and strategies for four days. This service will consist of four consecutive days of **Classroom Demonstration** taught by the trainers in the G.L.A.D.® strategies and techniques with students in the morning. The grade level will be determined at least 3 weeks prior to the training. The afternoon of the four days will consist of a debriefing & collaboration period. Only participants who have attended a 2-Day Workshop in the G.L.A.D.® Model may attend. The trainings are to occur during school hours, typically 8 AM to 3 PM. This service must be scheduled & provided within 6 months of the 2-Day Workshop. The participants will attend the classroom demonstration in a cohort group. Only participants who have attended a 2-Day Workshop in the GLAD (Guided Language Acquisition Design) Model may attend. Participants will attend in 3 cohort groups according to grades. The trainings are to occur during school hours, typically 8 AM to 3 PM. Participants will attend in cohort groups according to grades. This service will be provided in 2016 on:

**August 1-4, 2016 (two sessions with 25/cohorts)**

c) **Follow up Coaching sessions and/or Gladiator Sessions Training** in the Project G.L.A.D. (Guided Language Acquisition Design) model and strategies for one day. This service consists of one day of Follow-Up conducted by a Certified GLAD Trainer for participants who *have* completed the full 6 day GLAD (Guided Language Acquisition Design) training. Follow-up is designed and customized for each day such as to refine strategies, create content standard-based ELA/ELD units, building academic literacy (reading and writing), observation or demonstration of strategies, and/or implementation with school adoptions. The training is to occur during school hours, typically 8 AM to 3PM. Dates for this service have not been scheduled at this time.

District initials \_\_\_\_\_ Contractor NA

Page 1 of 3

2. The *District* agrees to compensate the *Contractor* for services rendered as follows:
- a & b) 2-Day Workshop and Classroom Demonstration in the amount of \$1,200.00 per participant, with a minimum of 50 participants. The total number of participants attending to be 50. Total compensation for the 50 registered participants will be \$60,000.00. Any additional *District* participants will be charged at a rate of \$1,200.00/participant per for attending any portion of the training. Such amount(s) to be paid within thirty, (30), calendar days after services of the 2-Day Workshop are rendered and the receipt of the invoice. Administrators who will be attending the full 6 days of GLAD Training (2-Day Workshop and 4 day Classroom Demonstration) will be charged \$1,200.00 per person. Administrators who are only attending the 2-Day Workshop will be charged a discounted rate of \$475 per person. Administrators are not eligible to attend only the classroom demonstration without completing the 2-Day Workshop. ~~A ten percent, (10%), late charge will apply for any payments received after the payment due date.~~ Invoices will be submitted to the *District* after day 1 of each 2-Day Workshop. *po*
  - c) The *District* agrees to compensate the *Contractor* for services rendered as follows: Follow up Coaching sessions and/or Gladiator Sessions are to be compensated at a rate of \$1,500 per day for one Certified GLAD trainer. Such amount(s) to be paid within thirty, (30), calendar days after services are rendered and the receipt of the invoice. Only participants who have previously completed the full 6 day training in the GLAD (Guided Language Acquisition Design) Model may attend the Follow up/Gladiator sessions, Maximum 30 people. No dates have been scheduled at this time.
3. The *District* agrees to provide textbooks and teacher editions required by *School* staff. The *District* agrees to provide access to the training room at 6:30am the morning of each training date so the *Contractor* can set-up for the trainings. The *District* understands that the *Contractor* may rearrange the furniture in the classroom that is used during the demonstration to make adequate space for the observing teacher participants. District agrees to inform Contractor about any changes in the number of participants and provide finalized list of participants for each cohort training by May 1, 2016. The *Contractor* has the liberty to register individuals independently for training sessions; the *District* will not be responsible for payments for individuals outside the *District*. The *District* agrees to provide full list of participants and address location(s) of all trainings at least 30 days prior to the scheduled training sessions.
4. The *Contractor* will provide all training materials, classroom materials, and any materials utilized by presenters. The *District* agrees to provide full list of participants and address location(s) of all trainings at least 30 days prior to the scheduled training sessions. The *Contractor* has the liberty to register individuals independently for training sessions; the *District* will not be responsible for payments for individuals outside the *District*.

5. It is agreed that the *Contractor*, is acting as an independent contractor and not as an agent or employee of **Marysville Joint Unified School District**.
6. This Contract may be cancelled by either party through written notification at least forty-five, (45), calendar days prior to the date of service.

*Noshaba Afzal*

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Gay Todd  
Superintendent  
**Marysville Joint Unified School District**  
1919 B Street  
Marysville, CA 95901  
Phone: (530) 749-6102  
Fax: (530) 741-7893

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Noshaba Afzal  
Director of Trainings  
**Be GLAD LLC**  
3141 Stevens Creek Blvd. suite #353  
San Jose, CA 95117  
Phone: (408) 439-6597  
Fax: (408) 457-7556



## MEMORANDUM OF UNDERSTANDING

Agreement EMS #0937

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "**SCOE**," and **Marysville Joint Unified School District** hereinafter referred to as "**District**."

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **District** in regards to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of **SCOE**.

### **SCOE agrees to:**

1. Provide a primary contact person and service provider(s) for all work under this MOU.  
MOU Contact: Services provided by:  
Tamara Wilson Monica Abeyta  
916.228.2350 916.228.2559  
[twilson@scoe.net](mailto:twilson@scoe.net) [mabeyta@scoe.net](mailto:mabeyta@scoe.net)
2. Provide four (4), 3-hour Get Techie With Google workshops for a maximum of 30 participants per session.  
June 6-7, 2016  
8:00 a.m. to 11:00 a.m. and 12:00 p.m. to 3:00 p.m. each day.
3. Location of the service  
Yuba Gardens Intermediate School  
1964 11<sup>th</sup> Avenue  
Olivehurst, CA 95961
4. Provide an evaluation of services.
5. Provide training materials. All instructional materials provided by **SCOE** are copyrighted.
6. Invoice **District** upon completion of services to:  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

### **District agrees to:**

1. Provide a primary contact person for all work under this MOU.  
Amy Stratton, Coordinator of TK-12 Educational Programs  
530-749-6903  
[astratton@mjusd.com](mailto:astratton@mjusd.com)

Business Services Department  
Approval: 

Date: 3/31/16

**MEMORANDUM OF UNDERSTANDING, Agreement EMS #0937**

2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility, insurance, and indemnification.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

**Total Fee: \$4,500.00**

**Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

SCOE and District shall monitor this agreement to oversee implementation of services.

**Sacramento County Office of Education**  
Mark Vigario, Assistant Superintendent  
Educational Services

**Marysville Joint Unified School District**  
Ryan DiGiulio, Assistant Superintendent

Signature \_\_\_\_\_ Date 3/8/16

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Grant Award Notification

### GRANTEE NAME AND ADDRESS

Gay Todd, Superintendent  
Marysville Joint Unified  
1919 B Street  
Marysville, CA 95901-3731

### Attention

Gay Todd

### Program Office

Office of the Superintendent

### Telephone

530-741-6000

### Name of Grant Program

Carl D. Perkins Career and Technical Education Improvement Act of 2006

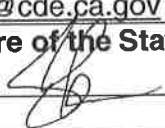

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$105,387	\$7,553	\$112,940	1	July 1, 2015	June 30, 2016
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.048A	V048A150005	Carl D. Perkins Career and Technical Education Improvement Act of 2006			Department of Education	

This is to inform you that the award for the Carl D. Perkins Career and Technical Education Improvement Act of 2006 has been amended to reflect an increase in available funds.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Andrea Guenthart, Associate Governmental Programs Analyst  
Career Technical Education Administration and Management Office  
California Department of Education  
1430 N Street, Suite 4202  
Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> R. Mary Gallet		<b>Job Title</b> Education Programs Consultant	
<b>E-mail Address</b> MGallet@cde.ca.gov		<b>Telephone</b> 916-445-5723	
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 		<b>Date</b> February 8, 2016	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.			
<b>Printed Name of Authorized Agent</b> Gay Todd		<b>Title</b> Superintendent	
<b>E-mail Address</b> gtodd@mjustd.com		<b>Telephone</b> 530-749-6101	
<b>Signature</b> 		<b>Date</b> 4/26/2016	

Jami  
MJUSD SUPT OFFICE  
MAR 22 2016  
RECEIVED/ld



**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 American Eagle Enterprises hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Nine thousand Nine hundred Fifty and No/100 Dollars (\$ 9,950.00 )

**(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: C11 (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/CheckLicense/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 Sixty ( 60 ) 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)



# 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:

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

### TYPE OF BUSINESS ENTITY

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

### TAX IDENTIFICATION

Employer Identification Number \_\_\_\_\_

License No: 511101 Classification: C11 Expiration Date: 5/31/2017

(District Use Only: License verified by Julie Brown Date: 3/26/2016)  
 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: American Eagle Enterprises

Contractor Address:  
1535 N Main Street Suite 230  
Walnut Creek, CA 94596

Phone: 916-434-6561

Email: jerrykincanon@gmail.com

Print Name: Jerry Kincanon

Title: 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):

Justin Waddridge  
Christian Wark  
Mike Doran

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:

4/7/16

American Eagle (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.dir.ca.gov](http://www.dir.ca.gov)).

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

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

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

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

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

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

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

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



## 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 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



## Marysville Joint Unified School District

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 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**



## Contractor's License Detail for License # 511101

**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 3/29/2016 2:03:45 PM

Business Information

KINCANON ENTERPRISES INC  
dba AMERICAN EAGLE ENT

1535 N MAIN ST STE 230  
WALNUT CREEK, CA 94596  
Business Phone Number: (916) 434-6561

Entity Corporation  
Issue Date 05/22/1987  
Expire Date 05/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR  
C-8 - CONCRETE  
C-61 / D34 - PREFABRICATED EQUIPMENT

Bonding InformationContractor's Bond

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

Bond Number: 91026313

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

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

Effective Date: 03/29/2007

Workers' Compensation

MIDWEST

Policy Number: 57WEC PK9392

Effective Date: 01/01/2016

Expire Date: 01/01/2017

Workers' Compensation History

Other

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

Attachment C  
contd.



**Marysville Joint Unified School District**

**ATTACHMENT C**

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

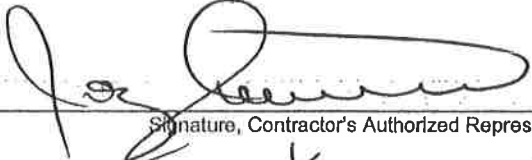

Labor Code section 3700 in relevant part provides:

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.: Gym Bleacher repairs between the Marysville Joint Unified School District ("District" or "Owner") and American Eagle Enterprises ("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:

Title:

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

**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: Mike Dore

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

☒ In accordance with Education Code Section 45125.1, subdivision o, 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.: Gym Bleacher repairs  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
American Eagle Enterprises (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:

4/7/16

Proper Name of Contractor:

American Eagle

Signature:

[Handwritten Signature]

Print Name:

Jerry Kivcaun

Title:

President

(Remainder of page left blank intentionally)



Attachment F

Press Release | Contact DIR | Contact Us

Go to Search

[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)

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:

Current Fiscal Year: 2015/16 ▼

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

example: ABC COMPANY

[Contractor License Lookup](#)

License Number:

511101

1000605615 Contractor Details

County:

Select County

Search

Contractor Information

Legal Entity Information

Workers' Compensation

## Legal Name

KINCANON ENTERPRISES INC

## Legal Entity Type

CORPORATION

## Trade Name

AMERICAN EAGLE ENTERPRISES

## License Number(s)

CSLB :511101

## Mailing Address

1535 N MAIN STREET SUITE 230

WALNUT CREEK, CA 94596

## Physical Address

1535 N MAIN STREET SUITE 230

WALNUT CREEK, CA 94596

## Email Address

AEBLEACHERS@GMAIL.COM

## Search Results

One registered contractor found. 1

Details: Legal Name

View KINCANON ENTERPRISES INC

[About DIR](#)[Who we are](#)[DIR Divisions, Boards & Commissions](#)[Contact DIR](#)[Conditions of Use](#)

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**Marysville Joint Unified School District**

**ATTACHMENT F**

**PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR**

**INSERT OR ATTACH HERE**



# Marysville Joint Unified School District

## ATTACHMENT G

### WITHHOLDING EXEMPTION CERTIFICATE – CA FORM 590

YEAR <b>2016</b>		<b>Withholding Exemption Certificate</b>		CALIFORNIA FORM <b>590</b>	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. 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		
Vendor/Payee's name <b>American Eagle Out.</b>			Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN <b>68-011-6649</b>		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <b>1535 Main St #230</b>			APT. no. Private Mailbox no. Vendor/Payee's daytime telephone no. <b>(916) 434-6561</b>		
City <b>Walnut Creek CA</b>		State <b>94596</b>		ZIP Code	

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)

Vendor/Payee's signature

Date

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>KincanonEnterorises Inc.</b>	
Business name/disregarded entity name, if different from above <b>American Eagle Ent.</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) <b>1535 N. Main St. #230</b> City, state, and ZIP code <b>Walnut Creek Ca 94596</b>	Requester's name and address (optional)
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
			-				-	

Employer identification number								
6	8	-	0	1	1	6	6	4

## 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 <b>2/14/13</b>
-----------	--	---------------------

## General Instructions

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

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

### Purpose of Form

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

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

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

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

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

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

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

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

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2016

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).

<b>PRODUCER</b> Albrecht Insurance Services 915 Highland Pointe Dr. Ste. 250  Roseville CA 95678	<b>CONTACT NAME:</b> Brian Albrecht <b>PHONE (A/C, No, Ext):</b> (916) 645-2926 <b>E-MAIL ADDRESS:</b> brian@albrechtins.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SCOTTSDALE INS CO <b>INSURER B:</b> OHIO SECURITY INS CO <b>INSURER C:</b> HARTFORD INS CO OF THE MIDWEST <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Kincanon Enterprises, Inc. 1535 N Main St # 230  Walnut Creek CA 94596	<b>NAIC #</b> 41297 24082 37478

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:  <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X		CPS2341906	03/04/2016	03/04/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	57WECPK9392	01/01/2016	01/01/2017	PER STATUTE 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 is listed as an additional insured as it pertains to written contract.

**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

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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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):

See attached (6) pages

Attachment J

# American Eagle Enterprises



1535 N. Main St. Suite 230  
Walnut Creek CA. 94596  
Phone 916-434-6561 ◆ Fax 916-434-6562  
E-mail: jerrykincanon@gmail.com  
CA# 511101 NV# 41471 OR# 110129

March 29, 2016

8 units, 8 rows  
Universal Bleachers

**"WORK TO BE PERFORMED"**

~~Lindhurst High School~~

1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.
2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.
3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.
4. Adjust and plumb all vertical frame uprights. Re-weld where needed.
5. Replace or repair upper alignment cable assemblies.
6. Replace front row brake trip assemblies with manual trip assemblies.
7. Lubricate upper and lower glide assemblies.
8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.
9. Repair or replace apron board hinges.
10. Adjust all tier catches, straighten or replace where needed.
11. Repair or replace all row arm stop channels.
12. Service power tractor.
13. A 1 year warranty is provided on all work performed, except where abuse was the cause.

Repair price: ~~\$2,450.00~~

Last service: Jan. 2014 (1 years)

Attachment J

## American Eagle Enterprises

◆◆◆  
1535 N. Main St. Suite 230  
Walnut Creek CA. 94596  
Phone 916-434-6561 ◆ Fax 916-434-6562  
E-mail: jerrykincanon@gmail.com  
CA# 511101 NV# 41471 OR# 110129

March 29, 2016

4 units, 9 rows  
Hussey Bleachers

**"WORK TO BE PERFORMED"**

**McKenney Middle School**

1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.
2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.
3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.
4. Adjust and plumb all vertical frame uprights. Re-weld where needed.
5. Replace or repair upper alignment cable assemblies.
6. Replace front row brake trip assemblies with manual trip assemblies.
7. Lubricate upper and lower glide assemblies.
8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.
9. Repair or replace apron board hinges.
10. Adjust all tier catches, straighten or replace where needed.
11. Repair or replace all row arm stop channels.
12. Service and adjust motors
13. A 1 year warranty is provided on all work performed, except where abuse was the cause.

**Repair price \$1,850.00**

*Last service: Jan. 2015 (1 years)*

Attachment J

## American Eagle Enterprises



1535 N. Main St. Suite 230  
Walnut Creek CA. 94596  
Phone 916-434-6561 ◆ Fax 916-434-6562  
E-mail: jerrykincanon@gmail.com  
CA# 511101 NV# 41471 OR# 110129

March 29, 2016

4 units, 9 rows  
Hussey Bleachers

**"WORK TO BE PERFORMED"**  
**Yuba Gardens Middle School**

1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.
2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.
3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.
4. Adjust and plumb all vertical frame uprights. Re-weld where needed.
5. Replace or repair upper alignment cable assemblies.
6. Replace front row brake trip assemblies with manual trip assemblies.
7. Lubricate upper and lower glide assemblies.
8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.
9. Repair or replace apron board hinges.
10. Adjust all tier catches, straighten or replace where needed.
11. Repair or replace all row arm stop channels.
12. Service and adjust motors

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Attachment J

## American Eagle Enterprises



1535 N. Main St. Suite 230  
Walnut Creek CA. 94596  
Phone 916-434-6561 ◆ Fax 916-434-6562  
E-mail: jerrykincaon@gmail.com  
CA# 511101 NV# 41471 OR# 110129

13. A 1 year warranty is provided on all work performed, except where abuse was the cause.

Repair price: ~~\$1,850.00~~

Last service: Jan. 2015 (1 years)

Attachment J

# American Eagle Enterprises



1535 N. Main St. Suite 230  
Walnut Creek CA. 94596  
Phone 916-434-6561 ♦ Fax 916-434-6562  
E-mail: jerrykincanon@gmail.com  
CA# 511101 NV# 41471 OR# 110129

March 29, 2016

4 units, 3 rows  
Hussey Bleachers

**"WORK TO BE PERFORMED"**

**Edgewater Middle School**

1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.
2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.
3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.
4. Adjust and plumb all vertical frame uprights. Re-weld where needed.
5. Replace or repair upper alignment cable assemblies.
6. Replace front row brake trip assemblies with manual trip assemblies.
7. Lubricate upper and lower glide assemblies.
8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.
9. Repair or replace apron board hinges.
10. Adjust all tier catches, straighten or replace where needed.
11. Repair or replace all row arm stop channels.
12. Service and adjust motors
13. A 1 year warranty is provided on all work performed, except where abuse was the cause.

**Repair price: \$1,350.00**

*Last service : Jan 2015 (1 years)*

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**American Eagle Enterprises**

1535 N. Main St. Suite 230  
Walnut Creek CA. 94596  
Phone 916-434-6561 ◆ Fax 916-434-6562  
E-mail: jerrykincanon@gmail.com  
CA# 511101 NV# 41471 OR# 110129

March 29, 2016

10 units, 9 rows  
Universal Bleachers

**"WORK TO BE PERFORMED"**

**Marysville High School**

1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.
2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.
3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.
4. Adjust and plumb all vertical frame uprights. Re-weld where needed.
5. Replace or repair upper alignment cable assemblies.
6. Replace front row brake trip assemblies with manual trip assemblies.
7. Lubricate upper and lower glide assemblies.
8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.
9. Repair or replace apron board hinges.
10. Adjust all tier catches, straighten or replace where needed.
11. Repair or replace all row arm stop channels.
12. Service power tractor.
13. A 1 year warranty is provided on all work performed, except where abuse was the cause.

**Repair price:** \$8,000.00  
*Last service: Jan. 2015 (1 years)*



**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 [redacted] (Insert Board meeting date or ratification date), by and between **FREMOUW ENVIRONMENTAL SERVICES, 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:

ELEVEN thousand THREE hundred SEVENTEEN and 50/100 Dollars (\$ 11,317.50 )

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C21 (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/CheckLicense/CheckLicense.aspx>).

4. This contract shall commence upon Board approval as of [redacted] (insert date after Board approval date or ratification date) with work to be completed within Ninety ( 90 ) consecutive days and/or by [redacted], 20114.

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:

- ☒ Noncollusion Affidavit
- ☒ ATTACHMENT A - Contractor Certification Form
- ☒ ATTACHMENT B - Terms and Conditions (5 pages)
- ☒ ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation
- ☒ ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate
- ☒ ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification

- ☒ ATTACHMENT F - Proof of Contractor Annual Registration with DIR
- ☒ ATTACHMENT G - Withholding Exemption Certificate - CA Form 590
- ☒ ATTACHMENT H - W9 Form
- ☒ ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
- ☒ ATTACHMENT J - Scope of Work
- \_\_\_\_\_ Purchase Order No. \_\_\_\_\_

### TYPE OF BUSINESS ENTITY

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Other

### TAX IDENTIFICATION

76-0748634  
Employer Identification Number

License No: \_\_\_\_\_ Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(District Use Only: License verified by DIR Brown Date: 4-14-16)  
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: Fremouw Environmental Services Inc

Contractor Address:  
6940 Tremont Road  
Dixon, CA 95620

Phone: 707-448-3700

Email: lfremouw@hazwasteremov

Print Name: Theodore H. Fremouw

Title: President/CEO

Authorized Signature: Theodore H. Fremouw

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):

Eric Felsch  
Marty Mosley  
Armando Martinez  
Mike Futch

Name(s) of employee(s):

Tua Lino  
Devin Kulman  
Jermey Poore  
Alex Meye

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

Dated: 4-13-2016

Fremont Environmental Services (Company)

Theodore H. Fremont (Authorized Signature)

Theodore H. Fremont (Print Name)

President/CEO (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.dir.ca.gov](http://www.dir.ca.gov)).

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

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1773.8.

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

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

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



## 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 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 protect 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



## Marysville Joint Unified School District

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

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

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.8 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

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

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

**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.

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

Signature, Contractor's Authorized Representative

The handwritten name "Theodore Freeman" is written in black ink.

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.: Civil Road USD between the  
Marysville Joint Unified School District ("District" or "Owner") and Fremont  
("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: Errol Felsen / Marty Mosley  
Title: Project Manager

☐ 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: \_\_\_\_\_

Tax ID Number (if applicable - do NOT include Social Security Numbers).  
\_\_\_\_\_

✓ 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:

work to be performed from public street

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.: Covillaud USTbetween Marysville Joint Unified School District (the "District" or the "Owner") and  
Fremouw Environmental Services 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:

4.14.16

Proper Name of Contractor:

Fremouw Environmental Services Inc

Signature:

A handwritten signature in black ink, appearing to read "Ted Fremouw", written over a horizontal line.

Print Name:

Ted Fremouw

Title:

President

(Remainder of page left blank intentionally)

Your PWCR registration and payment were submitted on . If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

December 16, 2016

**PWC Registration Number:** 1000013758

**Contractor Legal Name:** FREMOUW ENVIRONMENTAL SERVICES, INC.

**Contractor Legal Entity:** Corporation

**Payment Amount:** \$300.00

**Payment Method:** VISA

**Payment Confirmation Number:** AYSYWPFD5SPC1

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## Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank  
**Fremouw Environmental Services, 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) ▶  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Other (see instructions) ▶

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.

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

5 Address (number, street, and apt. or suite no.)  
**6940 Tremont Road**

6 City, state, and ZIP code  
**Dixon, CA 95620**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
7	6		0	7	4	8	6	3 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 *[Signature]* Date **4/13/16**

### 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](http://www.irs.gov/fw9).

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
04/14/2016

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).

<b>PRODUCER</b> John O. Bronson Co. A Division of HUB International / #0757776 3636 American River Drive, Suite 200 Sacramento, CA 95864 916-974-7800	<b>CONTACT NAME:</b> Carol Dunn <b>PHONE (A/C, No, Ext):</b> 916-480-4182 <b>FAX (A/C, No):</b> 916-993-7282 <b>E-MAIL ADDRESS:</b> Carol.Dunn@hubinternational.com														
<b>INSURED</b> Fremouw Environmental Services, Inc.  6940 Tremont Road Dixon, CA 95620	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nautilus Insurance Company (EUS, Birmingham, AL)</td> <td></td> </tr> <tr> <td>INSURER B: Great Divide Insurance Co (EUS, Birmingham, AL)</td> <td></td> </tr> <tr> <td>INSURER C: Colony Insurance Company (EUS, Birmingham, AL)</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company (EUS, Birmingham, AL)		INSURER B: Great Divide Insurance Co (EUS, Birmingham, AL)		INSURER C: Colony Insurance Company (EUS, Birmingham, AL)		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 21169

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ECPO20149481020	6/04/15	6/04/16	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			BAP2014944510	6/04/15	6/04/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EX0303512	6/04/15	6/04/16	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA201494410	6/04/15	6/04/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Pollution Liability Errors & Omissions			ECP20149481020 Agg is Policy Agg GL/CPL/E&O	6/04/15	6/04/16	\$ 1,000,000 Occurrence/\$2,000,000 Aggregate \$ 1,000,000 Each Claim/\$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Triple Rinse and Cleaning of UST Tank located at 629 F Street, Marysville, CA

Add'l Interests: Marysville Joint Unified School District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of the District are additional insured where required by written contract

Forms: ECP1004 0410, ECP1021 1006, ENV2004 0906

## CERTIFICATE HOLDER

## CANCELLATION

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT PURCHASING DEPARTMENT 1919 B ST MARYSVILLE, CA 95901  <div style="text-align: center; font-size: 2em;">50</div>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Paul J. Bystranski</i></p>
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Policy Number: ECPO20149481020

Named Insured: Fremouw Environmental Services, Inc.

**ENDORSEMENT**

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT****SCHEDULE****Designated Construction Projects:**

Blanket basis when required by written contract.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
  2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGE A** regardless of the number of:
    - a. Insureds;
    - b. Claims made or **suits** brought; or
    - c. Persons or organizations making claims or bringing **suits**.
  3. Any payments made under **SECTION I – COVERAGE A** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below.
  4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
  5.
    - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in **1.** and **2.** above.
    - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project General Aggregate is \$5,000,000.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A** which cannot be attributed only to ongoing operations as shown in the schedule above:
1. Any payments made under **SECTION I – COVERAGE A** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

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# Attachment I

- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



**FREMOUW ENVIRONMENTAL SERVICES, INC**

February 09, 2016 / UPDATED 04/06/16

Travis Barnett  
Marysville JUSD  
1919 B Street  
Marysville, CA 95901  
Office (530) 788-8927  
Cell (530) 749-6184  
Fax  
Email tbarnett@mjud.

Proposal for 500g - 1000g UST last containing Fuel Oil for Heating this will be Triple Rinsed and Cleaned / Disposal in Drums  
(PREVAILING WAGE APPLIES)

Fremouw Environmental Services Inc. is pleased to provide Marysville JUSD with the following pricing for the labor, material, transportation and disposal from the Triple Rinse and Cleaning of UST Tank located at:  
629 F Street, Marysville, CA.  
The cost estimate is based on information from you over the phone.

Activities Provided by Fremouw Environmental Services, Inc. (FES)  
FES activities are based on scope of work identified:

- Classification of all materials where applicable
- FES to provide labor, material & supplies to Triple Rinse and Clean Tank in preparation for the close in place.
- FES will provide all paper work in accordance with DOT regulations (49 CFR)
- FES will transport and dispose of all waste and tanks to FES and/or EPA approved disposal facilities.

Activities to be Provided by Marysville JUSD:

- Active EPA ID # for site

Fremouw Environmental Services, Inc. payment terms: Invoices are due and payable within 15 days (Fifteen Days) from invoice date. Interest of 1.5% per month will be charged on past due accounts. The foregoing price proposal is firm, provided that the materials covered by the proposal conform to the descriptions and quantities listed. In the event that the quantity or the nature of the material differs from the description listed in this document, additional or lesser charges may apply. This proposal is valid for 30 days. Any Applicable taxes are not included in this proposal for any supplies or materials needed.

Your written direction to Fremouw Environmental Services, Inc. to begin the work covered by this proposal will constitute your agreement with Fremouw Environmental Services, Inc. prices for that work.

If you require any additional information regarding the evaluation of this proposal or to schedule, please feel free to call or email me.

Ted Fremouw  
Owner  
Fremouw Environmental Service, Inc.

Dina Barron  
Technical Service Supervisor  
Fremouw Environmental Services, Inc.

Fremouw Environmental Services, Inc.  
6940 Fremouw Road  
Dixon, CA 95620  
Tel: (707) 448-3700  
Fax: (707) 448-3499

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*Fremouw Environmental Services, Inc.*

**Page 2 – Marysville JUSD Proposal for 500g – 1000g UST last containing Fuel Oil for Heating this will be Triple Rinsed and Cleaned (PREVAILING WAGE APPLIES)**

<u>Equipment, Labor, Transportation and Disposal</u>	<u>(estimate for hours and disposal amount generated)</u>	
A) Project Manager		
16 hours	(@ \$ 125.00/per hr)	\$ 2,000.00
B) Haz Technician		
12 hours	(@ \$ 115.00/per hr)	\$ 1,380.00
C) Admin Fee: manifesting, profiling and etc / Job Preparation		
2 hour	(@ \$ 95.00/per hr)	\$ 190.00
D) Special Service Truck with Lift Gate		
2 x Each	(@ \$ 375.00/each)	\$ 750.00
E) Vac Drummer		\$ 475.00
F) Industrial Hot Water Pressure Washer / 2 Gun includes Soap		
1 day		\$ 475.00
G) DeCon Package / Washout Vac Drummer & Hoses		\$ 375.00
H) Triple Rinse Certificates		\$ 25.00
I) PPE / Personal Protective Equipment		
3 x Sets	(@ \$ 45.00/per set)	\$ 135.00
J) Non-RCRA Hazardous Waste, Liquid (Oily Water) (FES will generate approx. 300 gals of Water from Tank Cleaning)		
12 x 55 drums (estimated)	(@ \$ 295.00/per dm )	\$ 3,540.00
K) Non-RCRA Hazardous Waste, Solid (Oily Debris)		
1 x 55g drum (estimated)	(@ \$ 275.00/per dm)	\$ 275.00
L) 55g drums / supply / to put waste into		
12 x 55g drums (estimated)	(@ \$ 52.50/per dm + tax)	\$ 630.00 + tax
M) Visqueen		\$ 100.00

A Variable Energy and Insurance Recovery Fee

\$ 967.50

Estimated Total: \$ 11,317.50 + tax

**PLEASE NOTE: IF THE OILY WATER GALLON AMOUNT EXCEEDS 600 GALLONS AS A RESULT OF THE TANK BEING LARGER THAN ANTICIPATED – INVOICE TOTAL NOT TO EXCEED \$13,000.00**

**Please Note:**

If this Tank Cleaning requires Fremouw Environmental Services, Inc. to clean tank on off hours, after school or on a Saturday which Fremouw Env Svs, Inc. recommends because of the potential odors and nature of work to be performed add an additional 15%

\* Please note that the final invoice will reflect the actual amount of materials, labor, transportation and waste disposal at the completion of the project.

If, as a result of this proposal, Marysville JUSD requires Fremouw Environmental Services, Inc. (FES) to provide Marysville JUSD with Additional Insured status on FES' insurance policies Marysville JUSD must provide FES with a service contract or agreement requiring the Additional Insured status and detailing all requirements of the status.

***We Work Hard. We Provide Good Service. We Appreciate Your Business.***

The signature below indicates that the customer has read and understands the proposed quotation and applicable charges.

Company Name: \_\_\_\_\_

Company Representative Name: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Purchase Order: \_\_\_\_\_

EPA ID #: \_\_\_\_\_

Fremouw Environmental Services, Inc.  
6940 Tramount Road  
Dixon, CA 95620  
Tel: (707) 448-3700  
Fax: (707) 448-3499

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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 \_\_\_\_\_ (Insert Board meeting date or ratification date), by and between SUPERTINTS hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

Two thousand Nine hundred Fifty Two and no/100 Dollars (\$2,952.00)

(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: C17 (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 Ninety (90) 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)



## 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:

✓ Noncollusion Affidavit

✓ ATTACHMENT A - Contractor Certification Form

✓ ATTACHMENT B - Terms and Conditions (5 pages)

✓ ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation

✓ ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate

✓ ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification

✓

ATTACHMENT F - Proof of Contractor Annual Registration with DIR

✓

ATTACHMENT G - Withholding Exemption Certificate - CA Form 590

✓

ATTACHMENT H - Wa Form

✓

ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement

✓

ATTACHMENT J - Scope of Work

✓

Purchase Order No. \_\_\_\_\_

**TYPE OF BUSINESS ENTITY**

\_\_\_\_ Individual  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
\_\_\_\_ Corporation  
\_\_\_\_ Other

**TAX IDENTIFICATION**

80-0332768  
Employer Identification Number

License No: 955535 Classification CG/D65 Expiration Date: 12/31/2016

(District Use Only: License verified by Brown

Date: 4-12-16

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: Supertints

Contractor Address:  
1450 Oro Dam Blvd Ste A  
Oroville, CA 95965

Phone: 530-533-9846

Email: ltnshine@sbccolocal.net

Print Name: Richard T. Tacuessa

Title: Owner

Authorized Signature: Richard T. Tacuessa

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):

Jeffrey Nicol  
Dustin Fulbright  
Alejandro Linares  
Micah Tacuessa

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: 4/11/16 Supertints (Company)

Richard T. Tacuessa (Authorized Signature)

Richard T. Tacuessa (Print Name)

Owner (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.dir.ca.gov](http://www.dir.ca.gov)).

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

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

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate 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 craft or trade 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 journeyman 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 journeyman.

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 journeyman 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



## 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 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





## Marysville Joint Unified School District

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 protocol 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



## Marysville Joint Unified School District

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 3100 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 those 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  
Richard T. Tacuessa  
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.: Lindhurst High School Window Tinting between the Marysville Joint Unified School District ("District" or "Owner") and Supertints ("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):

pl 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

pl 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

pl 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: Richard Lacusse

Title: Owner

pl 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**

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# Marysville Joint Unified School District

## ATTACHMENT D Continued

### SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

*pl* 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).

*pl* 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)

*pl* Installation of physical barrier at the work site to limit contact with pupils.

*pl* Surveillance of employees of the Contractor by school personnel.

*pl* 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: Richard T. Tacuessa

Tax ID Number (If applicable - do NOT include Social Security Numbers).

80-0332768

*pl* 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:

*pl* 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.: Lindhurst High School Window Tinting  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Supertints (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:

4/11/16

Proper Name of Contractor:

Supertints

Signature:

Richard T. Iacussa

Print Name:

Richard T. Iacussa

Title:

Owner

(Remainder of page left blank intentionally)

## Attachment F



## CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 955535

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

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

Data current as of 2/22/2016 3:17:55 PM

Business Information

SUPERTINTS  
1450 ORO DAM BOULEVARD SUITE A  
OROVILLE, CA 95965  
Business Phone Number:(530) 533-9846

Entity Partnership  
Issue Date 12/10/2010  
Expire Date 12/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D65 - WEATHERIZATION AND ENERGY CONSERVATION

Bonding InformationContractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.  
Bond Number: 04WB014868  
Bond Amount: \$15,000  
Effective Date: 01/01/2016  
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE FARM GENERAL INSURANCE COMPANY  
Policy Number: 92CXP9725  
Effective Date: 04/07/2015  
Expire Date: 04/07/2016  
Workers' Compensation History



Attachment G

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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

Richard T. Tacuessa

Payee

Name

Supertints

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

80-0332768

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

1450 Oro Dam Blvd East #A

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

Oroville, CA

State

ZIP Code

CA 95965

**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 the 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&amp;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) Richard T. Tacuessa Telephone (530) 533-9846

Payee's signature Richard T. Tacuessa Date 2/22/16



Attachment H

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**Form W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

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

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

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLO  
☐ Limited liability company. Enter the tax classification (C=corporation, S=s corporation, P=partnership) \_\_\_\_\_  
☐ Other (see instructions) \_\_\_\_\_  
☐ Corporation  
☐ S Corporation  
☒ Partnership  
☐ Trust/estate

Note: For a single-member LLO that is disregarded, do not check LLO; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 8):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
1450 Oro Dam Blvd. East #A

6 City, state, and ZIP code  
Oroville, CA 95965

7 List account number(s) here (optional) \_\_\_\_\_

8 Requester's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number  
  -   -

or  
 Employer identification number  
  -

80-0332768

**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 Richard T. Tacuessa Date 2/22/16

### 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/w9](http://www.irs.gov/w9).

### 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 filed-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
- Obtain 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 partner's share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

## Attachment I



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/13/2016

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	<b>CHRISTY LEE AGENCY</b> <b>17870 CASTLETON ST STE 128</b> <b>CITY OF INDUSTRY, CA 91748</b>	CONTACT NAME:		FAX (No.)	628-864-0059
		PHONE (No. Ext.):	628-864-5588	E-MAIL ADDRESS:	
INSURED	<b>IACUESSA, RICHARD</b> <b>DBA SUPERTINTS</b> <b>1450 ORO DAM BLVD E STE A</b> <b>OROVILLE CA 95965-5888</b>	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: State Farm General Insurance Company			28181
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	92-CD-J872-0	04/02/2016	04/02/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					UMBRELLA LIAB \$ EXCESS LIAB \$ DED \$ RETENTION \$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	92-EB-H543-8	04/07/2016	04/07/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER B.L. EACH ACCIDENT \$ 1,000,000 B.L. DISEASE - EA EMPLOYEE \$ 1,000,000 B.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)  
 LICENSE # 986639

## CERTIFICATE HOLDER

## CANCELLATION

CONTRACTOR STATE LICENSE BOARD  
 PO BOX 26000  
 SACRAMENTO, CA 95827

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  
 Nathan Bolos

Copy of policy must be retained for 3 years from date of issuance or 3 years from date of expiration, whichever is later.  
 Date: 04/13/16 10:53:18 -0700

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Feb.22.2016 02:25 PM SUPERTINTS

5305339846

PAGE. 4/ 4

# CALIFORNIA CONTRACTOR

LICENSE NUMBER

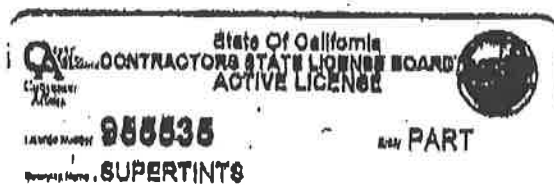
0955535

SUPERTINTS

BOND NUMBER

04WB014868

BOND EXPIRATION DATE 01/30/2017



License # 0955535

Expiration Date 12/31/2016

[www.cslb.ca.gov](http://www.cslb.ca.gov)



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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 \_\_\_\_\_ (Insert Board meeting date or ratification date), by and between **RICHARDS TREE SERVICE** hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

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

**TWO** thousand **EIGHT** hundred **—** and **NO**/100 Dollars (**\$2,800.00**)

(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: **C27** (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/CheckLicense/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 **SIXTY** (**60**) 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)



# 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:

- ☒ Noncollusion Affidavit
- ☒ ATTACHMENT A – Contractor Certification Form
- ☒ ATTACHMENT B – Terms and Conditions (5 pages)
- ☒ ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation
- ☒ ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate
- ☒ ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification

- ☒ ATTACHMENT F – Proof of Contractor Annual Registration with DIR
- ☒ ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
- ☒ ATTACHMENT H – W9 Form
- ☒ ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
- ☒ ATTACHMENT J – Scope of Work
- Purchase Order No. \_\_\_\_\_

### TYPE OF BUSINESS ENTITY

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

### TAX IDENTIFICATION

68-0212047  
Employer Identification Number

License No: 608859 Classification: C 27 Expiration Date: 1/31/2017

(District Use Only: License verified by Julie Brown Date: 4/14/16)  
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: Richard's Tree Service

Contractor Address:  
PO Box 3115  
Yuba City, CA 95992

Phone: 530-673-7993

Email: richtree@ps.net

Print Name: Fred A. Cox

Title: Secretary

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: \_\_\_\_\_ (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.dir.ca.gov](http://www.dir.ca.gov)).

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

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

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

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

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

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

- A 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 §1778 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 contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

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

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

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

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

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

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

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

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



## 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



## Marysville Joint Unified School District

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



## Marysville Joint Unified School District

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 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**



**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.: Arboga Elementary School between the  
Marysville Joint Unified School District ("District" or "Owner") and Richard's Tree Service  
("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: \_\_\_\_\_

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

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

**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: \_\_\_\_\_

Tax ID Number (if applicable - do NOT include Social Security Numbers).  
\_\_\_\_\_

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

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

\_\_\_\_\_ Other, describe:  
\_\_\_\_\_

Signature: [Signature] Title: DISTRICT Secretary Date: 4-15-16  
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.: Arboga Elementary School  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Richard's Tree Service (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:

4/15/14

Proper Name of Contractor:

Richard's Tree Service, Inc.

Signature:

[Handwritten Signature]

Print Name:

Fred A. Cox

Title:

Secretary

(Remainder of page left blank intentionally)



Attachment F



## CONTRACTORS STATE LICENSE BOARD



### Contractor's License Detail for License # 608859

**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 4/14/2016 12:47:13 PM

#### Business Information

RICHARD'S TREE SERVICE INC  
P O BOX 3115  
YUBA CITY, CA 95992  
Business Phone Number:(530) 673-7993

Entity Corporation  
Issue Date 01/08/1991  
Expire Date 01/31/2017

#### License Status

**This license is current and active.**

All information below should be reviewed.

#### Classifications

C-61 / D49 - TREE SERVICE

#### Bonding Information

##### Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
Bond Number: SCR6319820  
Bond Amount: \$15,000  
Effective Date: 01/01/2016  
Contractor's Bond History

##### Bond of Qualifying Individual

The qualifying individual FRED ALAN COX certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
Effective Date: 01/08/1991

#### Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.  
Effective Date: 12/10/2014  
Expire Date: None  
Workers' Compensation History

85  
Other



# Marysville Joint Unified School District

## ATTACHMENT G

### WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR		Withholding Exemption Certificate		CALIFORNIA FORM	
2016		(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)		590	
File this form with your withholding agent. (Please type or print)		Withholding agent's name			
Vendor/Payee's name <u>Richards Tree Service, Inc</u>		Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN <u>68-0212047</u>		Note: Failure to furnish your identification number will make this certificate void.	
Vendor/Payee's address (number and street) <u>P.O. Box 3115</u>		APT. no.		Private Mailbox no.	
City <u>Yuba City</u>		State <u>CA</u>		ZIP Code <u>95992-3115</u>	
Vendor/Payee's daytime telephone no. <u>(530) 473-7993</u>					
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:					
<input type="checkbox"/> <b>Individuals — Certification of Residency:</b> 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.					
<input checked="" type="checkbox"/> <b>Corporations:</b> 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.					
<input type="checkbox"/> <b>Partnerships:</b> 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.					
<input type="checkbox"/> <b>Limited Liability Companies (LLC):</b> 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.					
<input type="checkbox"/> <b>Tax-Exempt Entities:</b> 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.					
<input type="checkbox"/> <b>Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:</b> The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.					
<input type="checkbox"/> <b>California Irrevocable Trusts:</b> 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.					
<input type="checkbox"/> <b>Estates — Certification of Residency of Deceased Person:</b> 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)

Vendor/Payee's signature ▶

Fred A. Cox, Secretary

Date

8/15/16



# Marysville Joint Unified School District

## ATTACHMENT H

### W-9 FORM

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Richard's Tree Service, 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  
☒ 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.)  
2906-B South Walton

6 City, state, and ZIP code  
Yuba City, CA 95993

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
68	-	02	12	04	7			

**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 ▶ [Signature]      Date ▶ 4/15/16

### 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/w9](http://www.irs.gov/w9).

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

Attachment "J"

**RICHARD'S**  
  
**TREE SERVICE**  
**(530) 673-7993**  
**"QUALITY SINCE 1957"**  
 Po Box 3115 ~ Yuba City ~ California ~ 95992  
 Website: www.richardstree.com ~ Email: richtree@jps.net  
 Fax: 530-674-5069

Expert Tree Care Throughout  
 Northern California  
 Over 50 Years of Quality Service  
 Industrial ~ Commercial ~  
 Residential  
 Fully Insured - Lic. #608859




Proposal To: Maurice Negueloua  
 Marysville Unified School Dist.  
 1919 B. Street  
 Marysville, CA 95901  
 Phone: (530) 682-0621  
 Email : mnegueloua@mjusd.com

Job Location: Arboga Elementary School  
 1686 Broadway Road  
 Olivehurst, CA

## Proposal

Date: 04-14-16

PAYMENT METHOD	JOB CONTACT	JOB PHONE NUMBER
Due on Receipt	Maurice	(530) 682-0621

JOB DESCRIPTION	AMOUNT
1. Cut down 1 large Eucalyptus tree (72" dbh and 70 ' tall) on west side of playground which lost large 24" dia. limb. Clean up brush and wood	\$2,800.00
Grind stump - stump grindings to remain on site	\$500.00
<b>OPTION :</b>	
Top tree down to approx. 15'. Clean up brush and wood.	\$1,900.00
** This quote is based on prevailing wage	
<b>Arborist Notes</b>	
This tree, along with the remaining row of Eucalyptus Trees, along the west side of the playground are high risk trees. There's a lot of very weakly attached limbs, decay throughout the canopy and main structure of the trees, and large deadwood. My recommendation is to remove all 9 Eucalyptus Trees.	
Customer Authorization Signature	 Fred A. Cox - Certified Arborist #WE-416A

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# Attachment I



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2016

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 have ADDITIONAL INSURED provisions or 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	<b>Oakview Insurance Services</b> <b>1670 Sierra Ave Suite 304</b> <b>Yuba City, CA 95993</b> <b>License #: 0F09599</b>	CONTACT NAME: <b>Josh Boyer</b>	PHONE (A/C No, Ext): <b>(530)674-5054</b>	FAX (A/C, No): <b>(530)674-5795</b>	
		E-MAIL ADDRESS: <b>josh@yourfavoriteagent.net</b>			
INSURED	<b>Richard's Tree Service, Inc</b> <b>PO Box 3115</b> <b>Yuba City, CA 95992</b>	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: <b>Northfield Insurance Company</b>			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

### COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		WS262521	08/22/2015	08/22/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

This form certifies proof of coverage for Richard's Tree Service, Inc. and names Marysville Joint Unified School District as an additional insured as required by contract.

Project name: Various Locations

### CERTIFICATE HOLDER

### CANCELLATION

<b>Marysville Joint Unified School District</b> <b>1919 B St.</b> <b>Marysville, CA 95901</b>	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 (JGB)
---	--

# Attachment I

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (CONTRACTORS)

\*This endorsement is **EFFECTIVE** 08/22/2015

\*and is part of Policy Number: WS262521

\*issued to: Richard's Tree Service Inc

\*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

##### NAME OF PERSON(S) OR ORGANIZATION(S):

Any person or organization as required by written contract

##### PROJECT/LOCATION OF COVERED OPERATIONS:

As required by written contract

1. **WHO IS AN INSURED - (SECTION II)** is amended to include the person or organization shown in the Schedule above, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE**.
- b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

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# Attachment C

- c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
- (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to **SECTION V - DEFINITIONS**:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
  - b. While that part of the contract or agreement is in effect; and
  - c. Before the end of the policy period.

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Includes Purchase Orders dated 03/01/2016 - 03/31/2016

Board Meeting Date April 26, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Accounting/Payroll (103)</b>				
P16-02793	BUTTE CO. OFFICE OF ED. FISCAL SERVICES	14-15 CHARTER SCHOOL IN LIEU TAXES	01-8096-0000	1,703.00
P16-02971	YUBA COUNTY OFFICE OF ED ATTN: RHONDA MARQUETTE	2015-16 PROG. SPECIAL ED. EST. EXCESS PRO. COSTS.	01-7142-6500	2,173,513.00
<b>Total Location</b>				<b>2,175,216.00</b>
<b>Location After School Program (107)</b>				
P16-02682	VERIZON WIRELESS	Samsung Convey 3 Dobbins 530-701-9646	01-4300-6010	11.25
<b>Location Arboga Elementary (01)</b>				
P16-02707	AMAZON.COM	Soccer Goals/PRESTON	01-4300-1100	439.47
P16-02736	TODAY'S CLASSROOM	SUPPLIES/PRESTON	01-4300-0003	482.21
P16-02737	AMAZON.COM	Supplies/PRESTON	01-4300-0003	482.14
P16-02739	AMAZON.COM	Supplies/PRESTON	01-4300-3010	742.77
P16-02744	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HOLT	01-4300-1100	109.59
P16-02747	AMAZON.COM	Supplies/OFFICE	01-4300-1100	55.94
P16-02811	PERMA BOUND	PermaBound/WEST	01-4200-0003	1,808.50
P16-02816	CDW-G COMPUTER CENTER	ARB HP Chromebooks	01-4300-0004	17,245.20
P16-02838	SCHOOL SPECIALTY	Supplies/PRESTON	01-4300-0003	10.77
<b>Total Location</b>				<b>21,376.59</b>
<b>Location Browns Valley Elementary (03)</b>				
P16-02817	CDW-G COMPUTER CENTER	BVS HP Chromebooks	01-4300-0004	5,748.40
P16-02881	NWN CORPORATION	BVS MF Printer	01-4300-0004	341.85
<b>Total Location</b>				<b>6,090.25</b>
<b>Location Business Services (106)</b>				
P16-02963	NCSIG	Claim #1401260-01 02/26/14 Bodily Injury	01-5451-0000	3,000.00
<b>Location Cedar Lane Elementary (05)</b>				
P16-02655	STARFALL	Office	01-5801-0003	270.00
P16-02761	VERIZON WIRELESS	iPad Air 2 Jill Segner	01-4410-1100	687.74
P16-02762	VERIZON WIRELESS	iPad Air 2 64 GB Monica Reyna	01-4410-1100	687.74
P16-02772	AMAZON.COM	CLE Jill	01-4300-0003	48.26
P16-02818	CDW-G COMPUTER CENTER	CLE HP Chromebooks	01-4300-0004	23,814.80
P16-02876	THE TRAVELING LANTERN	Monica	01-5801-1100	495.00

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



001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Mar 31 2016 4:58PM

ESCAPE

ONLINE

Page 1 of 16



Includes Purchase Orders dated 03/01/2016 - 03/31/2016				Board Meeting Date April 26, 2016	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
<b>Location Charter Academy For Fine Arts (42)</b>				<b>Total Location</b>	<b>26,003.54</b>
P16-02685	Amanda Davis	Dance Instruction	09-5801-0000	250.00	
P16-02696	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	75.25	
P16-02698	RESULTS RADIO KKYC COUNTRY/KMJE MAGIC 101.5	Radio Advertisement	09-5890-0000	250.00	
P16-02705	SARTA MEMBERSHIP	Elly Award	09-5890-0000	60.00	
P16-02741	NWN CORPORATION	MCAA Toner	09-4300-0000	447.74	
P16-02745	AMAZON.COM	Supplies - Dance	09-4300-9010	963.54	
P16-02746	PLATT ELECTRIC SUPPLY	Supplies - Auditorium	09-4300-9010	250.26	
P16-02815	MAGNATAG	Supplies - Office	09-4300-0000	729.93	
P16-02832	CDW-G COMPUTER CENTER	MCAA HP Chromebooks	01-4300-0000	14,781.60	
P16-02883	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Supplies - Drama	09-4300-9010	484.82	
P16-02886	KRISTIN R. VANDER PLOEG	Production Choreography	09-5801-9010	750.00	
P16-02920	MYERS-STEVENSON & CO INC	Insurance Coverage	09-5890-0000	35.00	
<b>Location Child Development (51)</b>				<b>Total Location</b>	<b>19,078.14</b>
P16-02773	AMAZON.COM	Kathy Woods Supplies	12-4300-6105	13.68	
P16-02845	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Preschool Supplies Isabel Martinez Room 303	12-4300-6105	2,261.80	
P16-02859	PAGES, INC.	Parent Pages Newsletter	12-4410-6105	536.43	
P16-02860	TEC-COM	Arboga Preschool AV touch screen replacements	12-4300-6105	361.13	
P16-02891	INSECT LORE	Preschool Supplies	12-4300-6105	593.44	
P16-02930	AMAZON.COM	Linda Preschool Supplies- Linda Duenas	12-4300-6105	279.29	
P16-02943	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Room A Supplies Griselda	12-4300-6105	140.46	
P16-02944	COMMUNITY PLAYTHINGS	Covillaud Pre Room A Supplies Griselda	12-4300-6105	165.51	
P16-02945	KAPLAN SCHOOL SUPPLY	Covillaud Preschool Room A Griselda	12-4300-6105	741.75	
P16-02946	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre Supplies Carmen Mota	12-4300-6105	146.64	
<b>Location Community Day School (54)</b>				<b>Total Location</b>	<b>113.79</b>
P16-02819	CDW-G COMPUTER CENTER	CDS HP Chromebooks	01-4300-0004	5,748.40	
P16-02919	MYERS-STEVENSON & CO INC	Field Trip to NU Generation Bowling	01-5890-1100	35.00	

Includes Purchase Orders dated 03/01/2016 - 03/31/2016

Board Meeting Date April 26, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Cordua Elementary (07)</b>			<b>Total Location</b>	<b>5,783.40</b>
P16-02607	SHADD JANITORIAL SUPPLY	Cordua	01-4300-0004	128.89
P16-02726	SCHOOL MATE	CORDUA	01-4300-3010	375.02
P16-02769	TROXELL COMMUNICATIONS INC	COR Chromebook Cart	01-4410-0003	1,424.38
P16-02770	CLASSROOM DIRECT COM ORDER ENTRY	Headphones	01-4300-0003	343.27
P16-02802	WEST MUSIC	CORDUA DONATION	01-4300-9010	709.33
P16-02810	AMAZON.COM	CORDUA LOTTERY	01-4300-1100	57.57
P16-02820	CDW-G COMPUTER CENTER	COR HP Chromebooks	01-4300-0004	4,106.00
P16-02882	NWN CORPORATION	COR MF Printer	01-4300-0004	341.85
P16-02892	LAKESHORE LEARNING MATERIALS	CORDUA SCHOOL	01-4300-3010	1,388.51
P16-02893	HP Inc. Attn: Public Sector Sales	COR CPUs	01-4410-3010	10,698.40
P16-02928	CURRICULUM ASSOCIATES	CORDUA	01-4300-3010	295.76
P16-02929	AMAZON.COM	CORDUA	01-4300-0003	71.90
<b>Total Location</b>			<b>Total Location</b>	<b>19,940.88</b>
<b>Location Covillaud Elementary (09)</b>				
P16-02814	OFFICE DEPOT B S D	COV Student supplies	01-4300-0004	66.01
P16-02821	CDW-G COMPUTER CENTER	COV HP Chromebooks	01-4300-0004	18,066.40
P16-02843	AMAZON.COM	COV Library	01-4300-0003	21.29
<b>Total Location</b>			<b>Total Location</b>	<b>18,153.70</b>
<b>Location Dobbins Elementary (11)</b>				
P16-02822	CDW-G COMPUTER CENTER	DOB HP Chromebooks	01-4300-0004	2,463.60
P16-02863	AMAZON.COM	Laptop replacement screen	01-4300-0003	70.34
P16-02950	UNITED HEALTH SUPPLIES, INC dba: EVERYTHING MEDICAL	DOB Recovery Couch Paper	01-4300-1100	16.16
<b>Total Location</b>			<b>Total Location</b>	<b>2,550.10</b>
<b>Location Edgewater Elementary (12)</b>				
P16-02823	CDW-G COMPUTER CENTER	EDG HP Chromebooks	01-4300-0004	18,066.40
P16-02850	PERMA BOUND	EDG Library	01-4200-0003	5,098.00
<b>Total Location</b>			<b>Total Location</b>	<b>23,164.40</b>
<b>Location Ella Elementary (13)</b>				
P16-02688	WALKER'S OFFICE SUPPLIES	Ella B/B/F Pedestals	01-4300-1100	674.03

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Ella Elementary (13) (continued)</b>				
P16-02748	WAL-MART COMMUNITY BRC	Wal-Mart P.O.	01-4300-1100	100.00
P16-02824	CDW-G COMPUTER CENTER	ELLA HP Chromebooks	01-4300-0004	18,887.60
P16-02949	Jones School Supply Co., Inc.	Medals	01-4300-3010	363.49
<b>Total Location</b>				<b>20,025.12</b>
<b>Location Facilities (66)</b>				
P16-02631	NATIONAL ANALYTICAL LABORATORIES, INC	LHS Gym and E Building	01-6222-0010	765.00
P16-02690	NATIONAL ANALYTICAL LABORATORIES, INC	LHS G Building	01-6230-0010	615.00
P16-02749	DEPARTMENT OF TOXIC SUBSTANCES CONTROL/ACCOUNTING	8085 HAMMONTON SMARTVILLE DTSC CLEANUP AGREEMENT	23-6171-9010	56.25
P16-02759	RAINFORTH, GRAU ARCHITECTS	8171: LHS HVAC Replacement	01-6220-0010	180,000.00
P16-02783	SIGNATURE REPROGRAPHICS	Linda HVAC 8155	01-5890-6230	900.00
P16-02784	DIVISION OF STATE ARCHITECT	LHS- Plan check fee Project 8173	01-6173-0010	1,150.00
P16-02794	UNION LUMBER COMPANY	Facilities PO- Supplies	01-4300-0000	34.78
P16-02852	ALAN SAMUEL BROOKS	8173: LHS Shade Canopy	01-6174-0010	3,000.00
P16-02856	UNION LUMBER COMPANY	8151: LHS HVAC Increment 1	01-4300-0010	219.99
P16-02858	DIVISION OF STATE ARCHITECT	8075:LHS Sidewalk & Gas line Replacement	01-6173-0010	500.00
P16-02953	ZYtech Solutions, Inc.	Power Supply	01-4300-0000	127.62
<b>Total Location</b>				<b>187,368.64</b>
<b>Location Foothill Intermediate (35)</b>				
P16-02672	AMAZON.COM	FHS	01-4300-0004	40.22
P16-02673	Timothy Manasterski	FHS	01-4410-0003	799.18
P16-02674	AMAZON.COM	FHS	01-4320-0000	138.68
P16-02722	TROXELL COMMUNICATIONS INC	FHS Elmo	01-4410-3010	604.15
P16-02825	CDW-G COMPUTER CENTER	FHS HP Chromebooks	01-4300-0004	11,496.80
P16-02888	Today's Classroom	fhs	01-4300-0003	621.20
P16-02926	AMAZON.COM	FHS	01-4300-0004	352.49
P16-02932	MID-VALLEY OFFICIALS ASSOC.	Sports	01-5801-0000	34.00
P16-02965	TROXELL COMMUNICATIONS INC	FHS	01-4410-3010	2,848.75
<b>Total Location</b>				<b>16,935.47</b>
<b>Location Grounds (65)</b>				
P16-02785	BOTANICA LANDSCAPES	MAINTENANCE/JOHNSON PARK, OLIVEHURST	01-5801-0000	998.00

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**Location Indian Education (108)**

P16-02727	Richard Flittie Drum Maker	Hand Drum Culture Class	01-5801-4510	650.00
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**Location Instruction (IMC) (110)**

P16-02660	DJEMBE DIRECT	K-6 Music for S Grigoruk	01-4300-0004	1,004.66
P16-02670	Houghton Mifflin Harcourt	Gr4 Go Math! TE and RTI for JPE	01-4100-0004	519.55
P16-02675	WEST MUSIC	K-6 Music for E Pelfrey	01-4300-0004	289.74
			01-4410-0004	715.18
P16-02676	Sam Ash Music	K-6 Music for D Wiseman 4	01-4300-0004	171.51
P16-02691	PLACER CO OFFICE OF EDUCATION	PBIS Multi-School 2016	01-5220-0004	24,000.00
			01-5801-0004	8,000.00
P16-02708	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder ARB	01-4100-0004	.01
P16-02709	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder BVE	01-4100-0004	.01
P16-02710	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder CLE	01-4100-0004	.01
P16-02711	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder COR	01-4100-0004	.01
P16-02712	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder COV	01-4100-0004	.01
P16-02713	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder DOB	01-4100-0004	.01
P16-02714	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder EDG	01-4100-0004	.01
P16-02715	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder ELA	01-4100-0004	.01
P16-02716	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder JPE	01-4100-0004	.01
P16-02717	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder KYN	01-4100-0004	.01
P16-02718	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder LIN	01-4100-0004	.01
P16-02719	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder LRE	01-4100-0004	.01
P16-02720	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder OLV	01-4100-0004	.01
P16-02721	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder YFS	01-4100-0004	.01
P16-02735	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder DO	01-4100-0004	.01
P16-02742	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder FHS	01-4100-0004	.01
P16-02743	Houghton Mifflin Harcourt	K-6 Go Math! 2016/17 Reorder MCK	01-4100-0004	.01
P16-02866	RENAISSANCE LEARNING, INC	Renaissance Learning for Community Day	01-5801-0004	1,834.60
P16-02867	RENAISSANCE LEARNING, INC	Renaissance Learning for Independent Study	01-5801-0004	2,254.60

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<b>Location Instruction (IMC) (110) (continued)</b>				
P16-02898	SCHOLASTIC INC ORDER PROCESSING	Gr.K - Benchmark Assessment	01-4300-0000	584.37
P16-02899	AMAZON.COM	Hand Truck Ed. Services	01-4300-0000	257.77
P16-02907	MPS Attn: High School Order Entry	AP Macroeconomics LHS	01-4100-0004	5,126.18
P16-02916	McGraw-Hill School Education	AP American History MHS	01-4100-0004	6,306.19
P16-02917	VISTA HIGHER LEARNER	AP Spanish Language and Culture	01-4100-0004	6,289.40
<b>Total Location</b>				<b>57,353.92</b>
<b>Location Johnson Park Elementary (15)</b>				
P16-02826	CDW-G COMPUTER CENTER	JPE HP Chromebooks	01-4300-0004	17,245.20
P16-02853	Follett School Solutions, Inc.	JPE Scanner	01-4300-1100	287.60
P16-02889	JUNIOR ACHIEVEMENT OF SACRAMEN	Jr. Achievement	01-4300-9010	537.50
<b>Total Location</b>				<b>18,070.30</b>
<b>Location Kynoch Elementary (17)</b>				
P16-02695	BAUDVILLE	Supplies	01-4300-1100	136.54
P16-02699	MCCUMBER'S GLASS	Security Door	01-5801-1100	2,334.32
P16-02754	U.S. SCHOOL SUPPLY	Classroom Supplies for rm 18 Sanchez	01-4300-0003	89.44
P16-02755	REALLY GOOD STUFF	Supplies for rm 18 Sanchez	01-4300-0003	58.80
P16-02763	CLASSROOM DIRECT COM ORDER ENTRY	Headphones for rm 7 Younggren	01-4300-0003	72.40
P16-02799	PERMA BOUND	Books for the library	01-4200-9010	1,056.22
P16-02803	NWN CORPORATION	Samsung Toner for ML3712nd printer	01-4300-1100	403.13
P16-02827	CDW-G COMPUTER CENTER	KYN HP Chromebooks	01-4300-0004	27,920.80
P16-02910	HP Inc. Attn: Public Sector Sales	KYN CPUs	01-4410-3010	30,757.90
P16-02911	HP Inc. Attn: Public Sector Sales	KYN Admin Computers	01-4410-1100	1,753.80
P16-02921	KING CLOTHING	Student incentive t-shirts	01-4300-0004	4,789.60
P16-02938	KING CLOTHING	PBIS Teacher Shirts	01-4300-0004	529.61
P16-02952	CAROLINA BIOLOGICAL SUPPLY CO	Supplies	01-4300-0003	72.04
P16-02961	AMAZON.COM	Supplies	01-4300-1100	420.02
<b>Total Location</b>				<b>70,394.62</b>
<b>Location Linda Elementary (19)</b>				
P16-02693	AMAZON.COM	Fax Machine	01-4300-1100	246.18
P16-02723	NWN CORPORATION	LIN Samsung Printers	01-4300-0003	506.54

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Linda Elementary (19) (continued)</b>				
P16-02724	NWN CORPORATION	LIN Samsung Printers	01-4300-3010	506.54
P16-02740	MYERS-STEVENSON & CO INC	2nd grade insurance for 3/1/2016 field trip	01-5890-9010	169.75
P16-02757	CDW-G COMPUTER CENTER	LIN HP Chromebooks	01-4300-0003	11,606.00
P16-02758	CDW-G COMPUTER CENTER	LIN HP Chromebooks	01-4300-3010	11,606.00
P16-02771	AMAZON.COM	The Homework Myth By Alfie Kohn	01-4300-1100	138.25
P16-02792	DISCOVERY MUSEUM	Entrance fee to Discovery Museum 5-6-16 3rd grade	01-5890-9010	920.00
P16-02804	ACP DIRECT	chromebook headphones	01-4300-0003	1,098.11
P16-02828	CDW-G COMPUTER CENTER	LIN HP Chromebooks	01-4300-0004	26,278.40
P16-02865	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN	Reading Plus 1 year Subscription	01-5801-0004	1,950.00
P16-02875	GOVCONNECTION, INC.	LIN ELP60 Lamps	01-4300-3010	627.69
<b>Total Location</b>				<b>55,653.46</b>

**Location Lindhurst High (43)**

P16-02656	HP Inc. Attn: Public Sector Sales	LHS Classroom Computers w/ monitors	01-4410-3010	8,231.50
P16-02668	AMAZON.COM	Classroom Supplies/Lamas	01-4300-0003	197.50
P16-02669	JUNIOR LIBRARY GUILD	Library Books	01-4200-0003	1,453.19
P16-02671	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	36.28
P16-02677	UPSTART	Library Supplies	01-4300-0003	60.93
P16-02678	AMAZON.COM	Supplies	01-4300-0003	303.12
P16-02679	AMAZON.COM	Classroom Supplies/Wilkinson	01-4300-0003	58.05
P16-02681	Vanda King's Piano Showcase	Classroom Supplies/Sleigh	01-4300-1100	303.15
P16-02686	HP Inc. Attn: Public Sector Sales	LHS Classroom Computers w/ monitors	01-4410-3010	16,463.00
P16-02697	MYERS-STEVENSON & CO INC	KCRA Field Trip	01-5890-1100	54.25
P16-02725	HP Inc. Attn: Public Sector Sales	LHS Laptops	01-4410-3010	12,249.52
P16-02732	Grower's Supply	Classroom Supplies/Cummins	01-4300-7010	291.17
P16-02733	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	58.39
P16-02738	PASCO SCIENTIFIC	Classroom Supplies/Atkinson	01-4300-0003	603.40
P16-02764	AMAZON.COM	Classroom Supplies/Neiber	01-4200-0003	189.95
P16-02765	AMAZON.COM	Classroom Supplies/Oliver	01-4200-0003	154.78
P16-02768	OFFICE DEPOT B S D	LHS Teacher Chairs	01-4300-1100	300.46
P16-02791	Full Compass Systems Ltd.	Classroom Supplies/Sleigh	01-4300-0003	161.14

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Lindhurst High (43) (continued)</b>				
P16-02829	CDW-G COMPUTER CENTER	LHS HP Chromebooks	01-4300-0000	644.82
			01-4300-0004	43,699.98
P16-02924	ACADEMIC INNOVATIONS	Classroom Supplies/Eldridge	01-4300-0003	72.35
P16-02925	NWN CORPORATION	Samsung Toner	01-4300-0003	730.95
P16-02942	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-5801-0003	1,594.67
P16-02954	SMS TECH SOLUTIONS	Classroom Supplies/Spangler	01-5801-0003	7,449.00
P16-02955	TROXELL COMMUNICATIONS INC	LHS Gym Mobile Audio System	01-4300-0003	3,595.12
			01-4410-0003	739.60
P16-02956	TROXELL COMMUNICATIONS INC	LHS Gym Mobile Audio System	01-4300-0003	2,696.10
P16-02957	TROXELL COMMUNICATIONS INC	LHS Gym Mobile Audio System	01-4300-0003	555.78
P16-02958	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Classroom Supplies	01-4300-1100	259.40
P16-02959	CDW-G COMPUTER CENTER	LHS HP Chromebooks	01-4300-0003	7,390.80
P16-02960	TROXELL COMMUNICATIONS INC	LHS Chromebook Cart	01-4410-0003	1,424.38
P16-02962	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	938.98
		<b>Total Location</b>		<b>112,961.71</b>
<b>Location Loma Rica Elementary (21)</b>				
P16-02798	TROXELL COMMUNICATIONS INC	LRE Chromebook Cart	01-4410-0003	1,424.38
P16-02830	CDW-G COMPUTER CENTER	LRE HP Chromebooks	01-4300-0000	4,106.00
P16-02864	AMAZON.COM	Library Books	01-4200-9010	133.14
P16-02897	HANDWRITING WITHOUT TEARS	LRE	01-4300-3010	452.38
P16-02931	AMAZON.COM	Custodial Supplies	01-4320-0000	86.29
P16-02939	WAL-MART COMMUNITY BRC	Bean Bag Chairs	01-4300-9010	97.70
P16-02940	CLASSROOM DIRECT COM ORDER ENTRY	Headphones	01-4300-3010	724.01
P16-02941	POSITIVE PROMOTIONS	Reading award tags	01-4300-9010	39.67
		<b>Total Location</b>		<b>7,063.57</b>
<b>Location Maintenance (63)</b>				
P16-02753	CITY OF MARYSVILLE RECREATION DEPT	MAINTENANCE 2016/AG BARN	01-5890-8150	362.00
P16-02786	RICHALL ELECTRIC COMPANY	MAINTENANCE/SHORE POWER DENTAL VAN	01-5801-9014	12,912.95
P16-02787	AMERICAN VAN EQUIPMENT	MAINTENANCE/HVAC	01-4410-8150	1,067.29
P16-02788	HYDROTEC SOLUTIONS, INC.	MAINTENANCE/FOOTHILL/LOMA RICA	01-5801-8150	620.00

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<b>Location Marysville High (45)</b>				
P16-02872	KONE Inc.	MAINTENANCE/ELLA	01-5801-8150	500.00
P16-02877	SUN GRO HORTICULTURE	MAINTENANCE/JOHNSON PARK	01-4300-8150	4,683.76
P16-02878	TWIN CITIES EQUIPMENT RENTAL	MAINTENANCE/MHS POOL	01-4300-8150	114.98
P16-02895	THE UPHOLSTERY SHOP ROGELIO MARTINEZ	MAINTENANCE/LHS GYM	01-5641-8150	522.50
P16-02896	DECKER EQUIPMENT, INC.	MAINTENANCE/LHS/DTower	01-4300-8150	416.10
P16-02901	CAPITOL BUILDERS HARDWARE INC	MAINTENANCE/OLIVEHURST	01-4410-8150	4,656.27
P16-02902	MIKE'S CRANE SERVICE	MAINTENANCE/OLIVEHURST/KYNOCH	01-5801-8150	650.00
P16-02903	REFRIGERATION SUPPLIES DISTRIB	MAINTENANCE	01-4300-8150	607.75
P16-02904	W.V. ALTON	MAINTENANCE/LINDA SCHOOL	01-4300-8150	95.88
P16-02905	VOLTAGE SPECIALISTS	MAINTENANCE/MHS/EDGEWATER	01-5801-8150	1,050.00
<b>Total Location</b>				<b>28,259.48</b>
P16-02658	CONTINENTAL ATHLETIC SUPPLY	Football Helmet Reconditioning	01-5801-1100	4,652.29
P16-02692	HP Inc. Attn: Public Sector Sales	MHS Laptops rm G102	01-4410-0004	34,864.02
P16-02694	ADA BADMINTON & TENNIS	PE Supplies	01-4300-0004	392.14
P16-02706	PELTON'S PARTY	Graduation Chairs	01-5630-1100	367.65
P16-02731	MYERS-STEVENSON & CO INC	Myers-Stevens	01-5890-0004	64.75
P16-02775	UNION LUMBER COMPANY	Natural Resources Supplies	01-4300-0004	194.55
P16-02776	REDI-GRO	OH/Landscaping Supplies	01-4300-0004	1,113.49
P16-02777	SUTTER ORCHARD SUPPLY	Ag Supplies	01-4300-7010	75.14
P16-02800	AMAZON.COM	ROP Supplies	01-4300-0004	3,022.58
P16-02812	CDW-G COMPUTER CENTER	MHS HP Chromebooks	01-4300-0003	16,424.00
P16-02813	TROXELL COMMUNICATIONS INC	MHS Chromebook Carts	01-4410-0003	2,848.75
P16-02831	CDW-G COMPUTER CENTER	MHS HP Chromebooks	01-4300-0000	38,596.40
P16-02840	HASTIE'S CAPITOL SAND & GRAVEL	MHS Softball Field	01-4300-1100	1,032.00
P16-02841	HASTIE'S CAPITOL SAND & GRAVEL	MHS Softball Field	01-4300-1100	1,032.00
P16-02842	AMAZON.COM	Yearbook Supplies	01-4300-0004	163.40
P16-02844	AMAZON.COM	ROP Small Business	01-4300-0004	57.50
P16-02854	TROXELL COMMUNICATIONS INC	MHS Chromebook Carts	01-4410-3010	8,546.25
P16-02855	TROXELL COMMUNICATIONS INC	MHS Laptop Carts	01-4410-3010	2,358.55

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<b>Location Marysville High (45) (continued)</b>				
P16-02857	Online Labels, Inc.	ROP Small Business	01-4300-0004	123.57
P16-02861	Wayfair Attn: Orders	MHS AG RESOURCES MAGILL	01-4300-3550	300.89
P16-02862	CAL POLY SOIL JUDGING NATURAL RES. ENV. SCI. DEPT.	ROP Natural Resources	01-4300-7010	129.00
P16-02873	PERMA BOUND	English Department Novels	01-4200-3010	3,395.93
P16-02887	GOPHER SPORT	PE Supplies	01-4300-0004	299.02
P16-02894	APPLE COMPUTER INC	MHS iPads	01-4300-0003	24,625.50
P16-02908	HP Inc. Attn: Public Sector Sales	MHS Laptops	01-4410-3010	71,612.58
P16-02909	TROXELL COMMUNICATIONS INC	MHS Elmos	01-4410-3010	1,208.30
P16-02914	CDW-G COMPUTER CENTER	MHS HP Chromebooks Midthun	01-4300-0004	1,642.40
P16-02922	CAPITOL PLYWOOD INC.	Supplies for Woodshop	01-4300-9010	1,032.00
P16-02927	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Every 15 Minutes Supplies	01-4300-0004	100.00
<b>Total Location</b>				<b>220,274.65</b>
<b>Location McKenney Intermediate (37)</b>				
P16-02662	AMAZON.COM	SELKEN	01-4300-1100	76.05
P16-02663	AMAZON.COM	SELKEN - MINI GRANT	01-4300-9010	773.94
P16-02664	WARDS NATURAL SCIENCE	BEYMER	01-4300-0003	382.58
P16-02797	COMMITTEE FOR CHILDREN	MEG MURRAY	01-4300-6690	428.93
P16-02801	AMAZON.COM	OFFICE	01-4300-1100	11.16
P16-02805	AMAZON.COM	LIBRARY	01-4200-9010	391.07
P16-02833	CDW-G COMPUTER CENTER	MCK HP Chromebooks	01-4300-0000	19,708.80
P16-02868	SCHOLASTIC LIBRARY PUBLISHING	LIBRARY	01-4200-9010	254.78
P16-02912	Courthouse Cafe	NEW TEACHER INSERVICE	01-4300-1100	151.58
<b>Total Location</b>				<b>22,178.89</b>
<b>Location Nutrition Services (73)</b>				
P16-02653	WAWONA FROZEN FOODS	Food Order for Warehouse	13-9325-5310	3,557.30
P16-02654	SYSCO FS OF SACRAMENTO INC.	Supplies for Warehouse & Distribution	13-4300-5310	1,246.29
			13-9326-5310	750.16
P16-02680	TYSON FOODS	Food Order for Warehouse	13-9325-5310	17,478.53
P16-02700	INTEGRATED FOOD SERVICES	Food Order for Warehouse	13-9325-5310	10,749.66

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Nutrition Services (73) (continued)</b>				
P16-02701	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Food for Warehouse & Distribution	13-4716-5310	286.00
P16-02702	Rich Chicks, LLC	Food Order for Warehouse	13-9325-5310	2,826.20
P16-02703	ULINE.COM	Bags Nutrition Faire Arboga	13-9325-5310	13,527.72
P16-02704	GOLD STAR FOODS	Warehouse stores food order	13-4300-5310	43.10
P16-02778	LAND O'LAKES, INC	Food order for Warehouse	13-9325-5310	2,563.20
P16-02779	GOLD STAR FOODS	Food Order for Warehouse	13-9325-5310	4,909.20
P16-02780	ULINE.COM	Shrinkwrap for Warehouse	13-9325-5310	5,575.03
P16-02781	DANIELSEN COMPANY	Yeast order for warehouse	13-4300-5310	417.30
P16-02782	LA TAPATIA TORTILLERIA, INC	Chip order for Warehouse	13-9325-5310	105.38
P16-02789	Deanna Mackensen	Student Refund	13-9325-5310	284.00
P16-02796	GOODMAN FOODS DBA: DON LEE FARMS	Food Order for Warehouse	13-5892-5310	39.75
P16-02847	JENNIE-O-TURKEY STORE	Food Order for Warehouse	13-9325-5310	10,284.00
P16-02848	GOLD STAR FOODS	Food Order for Warehouse	13-9325-5310	6,892.06
P16-02869	EAST BAY RESTAURANT SUPPLY, INC.	Parts for Cambro Cruisers @ LIN	13-9325-5310	9,465.95
P16-02870	HEALTH EDCO	Nutrition Student Activities	13-4300-5310	49.51
P16-02879	CALIFORNIA DEPT OF EDUCATION CASHIER'S OFFICE	Processor Fee for 2015-2016 School Year	13-4300-5310	34.34
P16-02880	Annette Donley	Student Refund	13-4712-5310	4,277.35
P16-02947	Fat Cat Scones	Food Order to Warehouse	13-5892-5310	48.75
P16-02948	LA TAPATIA TORTILLERIA, INC	Chip order for warehouse	13-9325-5310	5,959.80
<b>Location Olivehurst Elementary (25)</b>			<b>Total Location</b>	<b>101,867.58</b>
P16-02756	WEST MUSIC	MINI GRANT	01-4300-9010	747.72
P16-02806	HeidiSongs	CLASSROOM MATERIALS	01-4300-0003	18.38
P16-02834	CDW-G COMPUTER CENTER	OLV HP Chromebooks	01-4300-0000	21,351.20
P16-02839	TFD Unlimited, LLC	OLV Earbuds	01-4300-0004	118.25
P16-02885	NWN CORPORATION	OLV Samsung Toner for ML4020ND	01-4300-0003	584.76
P16-02918	Teacher Synergy, Inc. Purchase Order Dept.	CLASSROOM SUPPLIES	01-4300-0004	41.93
<b>Location Personnel (113)</b>			<b>Total Location</b>	<b>22,862.24</b>

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Personnel (113)</b>				
P16-02933	APPEAL DEMOCRAT	Classified Job Ad - Plumber	01-5890-0000	174.85
<b>Location Print Shop (67)</b>				
P16-02767	HP Inc. Attn: Public Sector Sales	Computers for Print Shop	01-4410-0000	1,706.03
P16-02934	MailFinance Inc.	Equipment	01-4300-0000	1,911.35
			01-4450-0000	13,812.68
			<b>Total Location</b>	<b>17,430.06</b>
<b>Location Pupil Services (202)</b>				
P16-02659	PEARSON CUSTOMER SERVICE	Testing Materials for Y.C.	01-4300-6500	102.52
P16-02661	GLENDA H ANDERSON ENABLING SOLUTIONS	Assessment of Student	01-5801-6500	1,218.75
P16-02730	SUPER DUPEL PUBLICATIONS DEPT SD 2004	Supplies for N. H.	01-4300-6500	224.89
P16-02734	SCHOOL NURSE SUPPLY, INC	heart start defibrillator replacement parts	01-4300-0000	1,479.15
			<b>Total Location</b>	<b>3,025.31</b>
<b>Location Purchasing (104)</b>				
P16-02849	CAPITAL DATACORP	Printer Service/Repair	01-5641-0000	335.00
P16-02969	ADVANCED INTEGRATED PEST MANAGEMENT	Bat Service	01-5582-0000	1,393.00
P16-02970	SETON	Inventory Tags	01-4300-0000	3,311.00
			<b>Total Location</b>	<b>5,039.00</b>
<b>Location South Lindhurst (47)</b>				
P16-02657	AMAZON.COM	slhs	01-4200-0003	140.50
P16-02790	Gallup, Inc.	SLHS	01-4300-0003	4,402.30
P16-02835	CDW-G COMPUTER CENTER	SLHS HP Chromebooks	01-4300-0000	5,748.40
P16-02906	North State Screenprinting	Jerseys	01-4300-9010	370.07
P16-02913	AMAZON.COM	SLHS	01-4300-0003	230.11
P16-02915	BARCO PRODUCTS COMPANY	Bike Rack	01-4300-0004	345.34
			<b>Total Location</b>	<b>11,236.72</b>
<b>Location Student Discipline/Attendance (109)</b>				
P16-02966	WAL-MART COMMUNITY BRC	Open PO for misc. supplies	01-4300-0000	500.00
<b>Location Technology (102)</b>				
P16-02687	Development Group, Inc.	DGI	01-5801-0000	9,240.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Technology (102) (continued)</b>				
P16-02766	TEC-COM	tec-com LHS	01-4300-0000	719.18
P16-02884	Development Group, Inc.	DGI	01-5621-0000	51,914.60
P16-02890	AMAZON.COM	Memory Flash Cards	01-4300-0000	165.60
P16-02900	TEC-COM	KYN Electric Panic Door Cabling	01-5801-1100	450.00
P16-02923	NETWORK CONSULTING SERVICES INC.	Network Consulting Services	01-5801-0000	458.64
P16-02951	Amplified IT, LLC	Amplified Google Aps training (Ruda)	01-5801-0000	299.00
<b>Total Location</b>				<b>63,247.02</b>
<b>Location Transportation (69)</b>				
P16-02871	LAKEVIEW PETROLEUM	TRANSPORTATION	01-4361-0230	75,000.00
P16-02935	MID VALLEY SOUND	TRANSPORTATION	01-4410-0240	656.24
P16-02968	MSC Industrial Supply Co.	TRANSPORTATION/PRESS	01-4410-0230	3,074.23
<b>Total Location</b>				<b>78,730.47</b>
<b>Location Warehouse (71)</b>				
P16-02665	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock	01-9320-0000	234.62
P16-02666	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	418.73
P16-02667	THE TREE HOUSE	Warehouse Stock 15-16 S.Y.	01-9320-0000	345.78
P16-02683	CANNON SPORTS INC.	Warehouse Stock 15-16 S.Y.	01-9320-0000	43.77
P16-02684	MOHINDER SPORT INC	Warehouse Stock 15-16 S.Y.	01-9320-0000	188.08
P16-02689	US GAMES	Warehouse Stock 15-16 S.Y.	01-9320-0000	496.38
P16-02750	Monarch Leasing Inc.	New Refrig. Truck	01-6500-0010	113,851.93
P16-02751	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	484.13
P16-02795	HILLYARD - SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	2,803.65
P16-02846	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock	01-9320-0000	11,833.60
P16-02964	HILLYARD - SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	2,866.41
P16-02967	HOME DEPOT	Warehouse Stock 2015-16 S.Y.	01-9320-0000	270.63
<b>Total Location</b>				<b>133,837.71</b>
<b>Location Yuba Feather K-6 (29)</b>				
P16-02729	HARBOR FREIGHT TOOLS	Rock Tumbler	01-4300-3010	66.10
P16-02760	GOVCONNECTION, INC.	Epson 485w lamps	01-4300-3010	360.02
P16-02807	PEARSON CUSTOMER SERVICE	Yuba Feather School	01-4300-6500	156.74

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Yuba Feather K-6 (29) (continued)</b>				
P16-02836	CDW-G COMPUTER CENTER	YFS HP Chromebooks	01-4300-0000	5,748.40
<b>Total Location</b>				<b>6,331.26</b>
<b>Location Yuba Gardens Intermediate (39)</b>				
P16-02728	AMAZON.COM	STRICKLAND/YLST	01-4300-0004	167.68
P16-02774	AMAZON.COM	MULTI TEACHERS/GATES	01-4300-0003	161.53
P16-02808	VANDEN CORPORATION	JONES/GATES	01-4300-6690	759.63
P16-02809	AMAZON.COM	WATERS/GATES	01-4300-3010	438.65
			01-4410-3010	537.46
P16-02837	CDW-G COMPUTER CENTER	YGS HP Chromebooks	01-4300-0000	27,099.60
P16-02851	MUSICIAN'S FRIEND	RILEY/GATES	01-4300-0003	370.88
P16-02936	GOVCONNECTION, INC.	YGS ELPLP42 Lamps	01-4300-3010	627.69
P16-02937	AMAZON.COM	Pencil Sharpeners and calendar	01-4300-0004	100.04
<b>Total Number of POs</b>			<b>319</b>	
<b>Total Location</b>				<b>30,263.16</b>
<b>Total</b>				<b>3,618,455.38</b>

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	274	3,506,881.09
09	Chtrr Schs	11	4,296.54
12	Child Dev	10	5,353.92
13	Cafeteria	23	101,867.58
23	MJ G BND9P	1	56.25
<b>Total</b>			<b>3,618,455.38</b>

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## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00033	8,000.00	01-5555	Gen Fund/Clock&Alar	1,000.00
P16-00064	1,268.25	01-5890	Gen Fund/Other Serv	42.75
P16-00138	3,000.00	01-4300	Gen Fund/Mat&Suppli	370.75
P16-00139	600.00	01-5621	Gen Fund/Maint Cont	300.00
P16-00156	1,000.00	01-5801	Gen Fund/Contracts	500.00
P16-00176	7,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P16-00178	19,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00184	10,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P16-00192	3,500.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P16-00205	2,700.00	01-5801	Gen Fund/Contracts	700.00
P16-00218	20,500.00	01-4364	Gen Fund/Tools/Part	2,000.00
P16-00220	35,000.00	01-4364	Gen Fund/Tools/Part	4,482.03
P16-00229	5,000.00	01-4364	Gen Fund/Tools/Part	5,000.00-
P16-00234	2,000.00	01-4364	Gen Fund/Tools/Part	4,000.00-
P16-00236	1,100.00	01-4364	Gen Fund/Tools/Part	1,000.00
P16-00238	3,000.00	01-4330	Gen Fund/Supp Vehic	500.00
P16-00251	12,000.00	01-5641	Gen Fund/Equip Repa	4,915.00
P16-00271	180.00	01-4300	Gen Fund/Mat&Suppli	30.00
P16-00275	5,600.00	01-4300	Gen Fund/Mat&Suppli	1,990.68
P16-00303	75,000.00	01-5510	Gen Fund/Heating Fu	15,000.00
P16-00359	13,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P16-00388	15,000.00	01-5641	Gen Fund/Equip Repa	4,000.00
P16-00394	4,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00395	3,100.00	01-4300	Gen Fund/Mat&Suppli	600.00
P16-00415	22,000.00	13-5641	Cafeteria/Equip Repa	13,000.00
P16-00436	11,000.00	01-5641	Gen Fund/Equip Repa	5,000.00
P16-00501	5,000.00	01-5890	Gen Fund/Other Serv	2,500.00
P16-00528	12,000.00	13-5641	Cafeteria/Equip Repa	8,000.00
P16-00530	12,500.00	13-5641	Cafeteria/Equip Repa	3,000.00
P16-00678	4,000.00	01-4364	Gen Fund/Tools/Part	565.12

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## PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00731	3,250.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P16-00735	2,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00738	5,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P16-00752	1,000.00	09-4300	Chtr Schs/Mat&Suppli	500.00
P16-00756	4,400.00	01-4300	Gen Fund/Mat&Suppli	600.00
P16-00791	14,500.00	09-5801	Chtr Schs/Contracts	2,500.00
P16-00820	9,500.00	09-5801	Chtr Schs/Contracts	1,000.00
P16-01317	650.00	01-4300	Gen Fund/Mat&Suppli	50.00
P16-02002	15,615.00	13-4716	Cafeteria/Produce	615.00
P16-02019	281.14	09-4300	Chtr Schs/Mat&Suppli	9.09
P16-02184	29,500.00	14-6220	Def Maint/Architect	250.00-
P16-02294	84,570.47	01-5801	Gen Fund/Contracts	1,900.46
P16-02316	59,864.49	01-5801	Gen Fund/Contracts	7,601.84
P16-02393	22,805.52	01-5801	Gen Fund/Contracts	12,036.42
P16-02421	231.06	01-4300	Gen Fund/Mat&Suppli	53.74-
P16-02422	231.06	01-4300	Gen Fund/Mat&Suppli	53.74-
P16-02446	600.00	01-4300	Gen Fund/Mat&Suppli	300.00
P16-02510	340.35	01-4300	Gen Fund/Mat&Suppli	16.97
P16-02582	315.00	13-4300	Cafeteria/Mat&Suppli	36.57
P16-02625	1,300.72	01-4200	Gen Fund/Oth Ref Bk	73.07
P16-02636	14,657.42	13-4300	Cafeteria/Mat&Suppli	38.83
Total PO Changes				100,917.10

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