



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 04/26/2016 (Insert Board meeting date or ratification date), by and between Mid Pacific Engineering, 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:

ten thousand nine hundred fifty five and 00/100 Dollars (\$ 10955.00)

(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: CE 69299 Exp 06/30/2016 eng/surveyin (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 04/26/2016 (Insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by August 30, 2016.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



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NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

X 27-2104110
Employer Identification Number

License No: 69299 Classification: C5 Expiration Date: 6/30/2016

(District Use Only: License verified by CD Date: 3/2/16)
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: Mld Pacific Engineering, Inc.

Contractor Address: 2915 Innsbrook rive, Ste A
Redding, CA 96003

Phone: 530.246.9499

Email: _____

Print Name: Ryan DiGiullo

Title: Asst. superintendent, Business Services

Authorized Signature: _____

District Acceptance: _____
Ryan DiGiullo, Assistant Superintendent of Business Services

Date: 04/28/2016
Board Approval Date



Department of Consumer Affairs
Board for Professional Engineers, Land Surveyors,
and Geologists

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License Search for Professional Engineers and Land Surveyors

Licensee Name: POTESIO DOMINIC JAMES
License Type: CIVIL ENGINEER
License Number: 66299
License Status: CLEAR Definition
Expiration Date: June 30, 2016
Address: 92 MONTROSE DR
City: OROVILLE
State: CA
Zip: 95966
County: BUTTE
Actions: No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: MAR-21-2016

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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):
X JEFF BUDELLI
X BRIAN GUNDERSON
X FRANK HYETT
X STEVEN BUDELLI
X ANDREW YOUNG

Name(s) of employee(s):
DAVID CHATFIELD
MARTIN OSIER
JOHN WHITMAN
OSCAR MARTINEZ
TROY SUMMERS

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

X Dated: 3-23-16 Mid Pacific Engineering, Inc. (Company)
X [Signature] (Authorized Signature)
X KEN FRITZ (Print Name)
X V.P. CONSULTANTS COR. (Title)

(Complete only if pertinent)



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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).

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-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 compiling 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 3061.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



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

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

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3108 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 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 20104) of part 3 of the Public Contract Code.

Revised 08-22-2015

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 CONTRACT IS SUBJECT TO 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.

X 
Signature, Contractor's Authorized Representative

X KGW FRITZ
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.: 8129 Arboga Legacy Project between the
Marysville Joint Unified School District ("District" or "Owner") and Mid Pacific Engineering, Inc.
("Contractor" or "Bidder").

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

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

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

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

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

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

☒ Name: Cynthia Jensen / Jack Campbell

☒ Title: Director / Project Inspector

☒ 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: JEFF BUDULLI

☒ Tax ID Number (if applicable – do NOT include Social Security Numbers).
27-2104110

_____ 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:

X Signature: Cynthia Jones Title: DIRECTOR Date: 3/22/2011
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.: 8129 Arboga Legacy Project
between Marysville Joint Unified School District (the "District" or the "Owner") and
Mid Pacific Engineering, 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.

X Date: MARCH 23, 2016
X Proper Name of Contractor: MID PACIFIC ENGINEER, INC.
X Signature: [Signature]
X Print Name: KEN FRITZ
X Title: VP CONSTRUCTION SERVICES

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

ATTACHED

State of California
APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION AFFIDAVIT
DEPARTMENT OF INDUSTRIAL RELATIONS

PWCR NUMBER: 1000001317

CONTRACTOR INFORMATION

Contractor Name: MID PACIFIC ENGINEERING, INC.

Trade Name(s): MID PACIFIC ENGINEERING, INC.

License Type Number(s): OTHR -- MP4920

Contractor Mailing Address:
PO BOX 492067

REDDING CA 96049

COUNTY: SHASTA

Contractor Physical Address:
2915 INNSBRUCK DRIVE, SUITE A

REDDING CA 96003

COUNTY: SHASTA

INFORMATION

Type: Renewal
Fiscal Year: 2016

Email Address: TROYKAMISKY@MIDPACIFICENG.COM

WORKERS COMPENSATION

PROFESSIONAL EMPLOYER ORGANIZATION (PEO)

Do you lease employees through Professional Employer Organization? ☐ Yes ☒ No

INSURED BY CARRIER

Policyholder Name: MID PACIFIC ENGINEERING, INC.

Insurance Carrier: NATIONAL FIRE INSURANCE COMPANY OF HARTFORD

Policy Number: WC429378734

Inception Date: 03/20/2013

Expiration Date: 03/19/2016

CERTIFICATION

- ☒ Yes ☐ No I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award.
- ☒ Yes ☐ No I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- ☐ Yes ☒ No Section 1725.5 requires all contractors, as defined by California Labor Code section 1722.1, to be registered prior to bidding on public works projects on or after March 1, 2015, or for all public works projects awarded on or after April 1, 2015. Have you bid on a public works project after March 1, 2015, or were you awarded a public works project after April 1, 2015, without first being registered with the Department of Industrial Relations?
- ☒ Yes ☐ No I certify, where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code CSLB.

I, TROY KAMISKY the undersigned, am SECRETARY TREASURER, MID PACIFIC ENGINEERING, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information could result in the certification being canceled.

I certify this on: 07/09/2015

226

PWCR NUMBER: 1000001317

LEGAL ENTITY INFORMATION

LEGAL ENTITY TYPE: CORPORATION

Corporation Number: 27-2104110

President: TODD KAMISKY

Vice President: KEN FRITZ

Treasurer: TROY KAMISKY

Secretary: TROY KAMISKY

CEO:

Agent of Service

MID PACIFIC ENGINEERING

2015 INNSBRUCK DRIVE, SUITE A

REDDING

CA 96003

227



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

| YEAR | | Withholding Exemption Certificate | | CALIFORNIA FORM 590 | |
|--|--|--|--|---|--|
| 2016 | | (This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18552. 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 MID PACIFIC ENGINEERING, INC. | | Vendor/Payee's <input type="checkbox"/> SSN no. <input type="checkbox"/> Social security number <input type="checkbox"/> 906 no. <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN 27-2104110 | | Note: Failure to furnish your identification number will make this certificate void. | |
| Vendor/Payee's address (number and street) P.O. Box 492067 | | APT no. | | Private Mailbox no. | |
| City PERRIS | | State CA | | Vendor/Payee's daytime telephone no. (570) 246-9499 | |
| ZIP Code 91049 | | | | | |
| <p>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:</p> <p><input type="checkbox"/> 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.</p> <p><input checked="" type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> | | | | | |

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)

KEN FRIT FOR MPE, INC.

Vendor/Payee's signature

[Signature]

Date 3-23-16



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.
MID PACIFIC ENGINEERING, 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-corporation, S-corporation, P-partnership) in the space below the box.
☐ Other (see instructions) in the space below the box.

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

5 Address (number, street, and apt. or suite no.)
P.O. Box 492067

6 City, state, and ZIP code
Reading CA 96049

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Notes. 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 | | | | | | | | |
| 27 | - | 2 | 1 | 0 | 4 | 1 | 1 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here _____
Signature of U.S. person

Date **3-23-16**

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/irb.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1098-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.



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

**Attach two (2) pages at minimum naming Marysville Joint Unified School District
as Additional Insured**

(Remainder of page left blank intentionally)

ATTACHED



MIDPACI-01

KDODDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2016

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 George Petersen Insurance Agency, Inc. 416 E Street Eureka, CA 95502 | CONTACT NAME: Kimberlynne Dodds, CIC PHONE (A/C, No, Ext): E-MAIL: kdodds@gpils.com ADDRESS: | FAX (A/C, No): (707) 442-7281 |
| INSURED Mid Pacific Engineering, Inc. 2915 Innsbruck Dr. Ste A Redding, CA 96003 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Continental Casualty Company | |
| | INSURER B: Transportation Insurance Co. | |
| | INSURER C: National Fire Insurance Company of Hartford | |
| | INSURER D: Admiral Insurance Company | |
| | INSURER E: | |
| INSURER F: | | |
| NAIC # | | |
| 20443 | | |
| 20494 | | |
| 20478 | | |
| 24856 | | |

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.

| INSTR | TYPE OF INSURANCE | ADDL SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|-------|---|-----------|----------------|--------------|--------------|---|
| LTR | | INSO WVD | | (MM/DD/YYYY) | (MM/DD/YYYY) | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | B4031044379 | 03/19/2016 | 03/19/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | PRODUCTS - COMPROP AGG \$ 2,000,000 |
| | | | | | | \$ |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| | OTHER: | | | | | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | | | |
| | <input checked="" type="checkbox"/> ANY AUTO | | 4031044382 | 03/19/2016 | 03/19/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | 4031049775 | 03/19/2016 | 03/19/2017 | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | \$ |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | WC429378734 | 03/19/2016 | 03/19/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Errors & Omissions | | EO000028403-02 | 03/26/2016 | 03/26/2017 | ded \$5,000 2,000,000 |
| A | Equipment Floater | | B4031044379 | 03/19/2016 | 03/19/2017 | Rented Leased 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Arboga Elementary School Arboga Elementary School - 02183-01 Olivehurst, CA Testing and Inspections
Marysville Joint Unified School District as additional insured as per attached

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSURED

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

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due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This Insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY - DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D - Liability and Medical Expenses Limits of Insurance.

20C00079403 10443765345



Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;

- (3) Any manager, if you or an additional insured is a limited liability company;

- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

- (5) Any trustee, if you or an additional insured is a trust; or

- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions**, item 14. **Personal and Advertising Injury**, in the **Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

- a. The insured; or

- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, **Section B.**:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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8109 Arboga attachment J

MPE

MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

March 21, 2016

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

Proposal – Earthwork Testing and Inspection Services
ARBOGA ELEMENTARY SCHOOL – ADA UPGRADE & PLAY STRUCTURE
1686 Broadway Road
Olivehurst, California
MPE No. 16-0100

Mid Pacific Engineering, Inc. is pleased to submit this proposal to provide earthwork observation and testing services for the Arboga Elementary School ADA Upgrade & Play Structure project to be constructed in Olivehurst, California. Our scope of services will include performance of earthwork testing and observation required by the project plans and specifications, as well as written documentation of compliance with their criteria.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. Based on our review of the project plans prepared by Williams and Paddon Architects and Planners, Inc., dated December 18, 2015, and our experience with similar projects, our estimated fees for this project are \$10,955. We should review the final plans and construction schedule, when available, to verify our proposed work scope and fees, and to determine the need for any revisions.

Please note that the amount of time spent on this project by our representatives is dependent on the rate and quality of work performed by the various contractors, as well as the number of required site visits. Therefore, actual billing will be based on the work performed and determined using the attached schedule of fees; however, we will only bill for work actually performed on your project. We assume this project is subject to Prevailing Wage Law. If this is not the case, please contact our office so we can revise our fees accordingly.

Written reports of our findings and test results will be provided upon completion of each phase of work. Copies of daily field reports will be left on site upon request.

2915 INNSBRUCK DRIVE, SUITE A, REDDING, CALIFORNIA 96003
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605

1810716 238

Proposal – Earthwork Testing and Inspection Services
ARBOGA ELEMENTARY SCHOOL - ADA UPGRADE & PLAY STRUCTURE
MPE No. 16-0100
March 21, 2016

Page 2

To ensure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please issue the appropriate authorization documents as our formal authorization to proceed.

We look forward to working with you on this project. Please contact me with any questions regarding our proposal or work scope. We welcome the opportunity to answer any questions you may have regarding this proposal.

Mid Pacific Engineering, Inc.



Ken Fritz
Vice President of Construction Services



Dominic J. Potestio
Project Engineer
CE 69299, Exp. 6-30-16

Attachments: Budget Estimate
General Conditions
Schedule of Fees

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MPE

MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

Project Name / Job Number: Arboga Elementary School

Proposal #: 16-0100

Prepared by: KF

Date: 3-16-16

Fee Schedule: 2015 DSA Prevailing Wage Fee Schedule

DSA File #:

DSA Application #: 02-113198

Item Codes

Earthwork, Materials Testing and Inspection Services

| Earthwork Grading Inspection and Testing | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|---|--|------|------|-------|----------|-----------|------|-------------|
| | Demolition | 1 | | | 1 | | hr. | \$ - |
| 3452-3453 | Building Pad(s) Preparation | 1 | | | 0 | | hr. | \$ - |
| 3452 | Construction Testing Grading Observation and Testing | 1 | | | 0 | | hr. | \$ - |
| 3453 | Construction Testing Finish Pad Testing | 1 | | | 0 | | hr. | \$ - |
| | Field Sample Collection | | | | | | | |
| 3520 | Construction Testing Sample Pickup and Delivery | 1 | | | 0 | | hr. | \$ - |
| Foundation and Ground Improvements Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| | Foundation Inspection | | | | | | | |
| 2233 | Geotechnical Foundation Construction Observation | 1 | | | 0 | | hr. | \$ - |
| 3451 | Construction Testing Foundation Construction Observation | 1 | | | 0 | | hr. | \$ - |
| | Drilled Pier Inspection | | | | | | | |
| 2231 | Geotechnical Drilled Pier Observation | 1 | | | 0 | | hr. | \$ - |
| 3441 | Construction Testing Drilled Pier Observation | 1 | | | 0 | | hr. | \$ - |
| | Driven Pile Inspection | | | | | | | |
| 3440 | Construction Testing Driven Pile Observation | 1 | | | 0 | | hr. | \$ - |
| Underground Utility Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3460 | Sewer Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| 3462 | Storm Drain Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| 3461 | Water Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| 3463 | Dry Utility Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| Street/Roadway Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3455 | Street/Roadway Subgrade Preparation | 1 | | | 0 | | hr. | \$ - |
| 3454 | Chemical Treatment Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3456 | AB Placement Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3457 | AC Placement Observation | 1 | | | 0 | | hr. | \$ - |
| Parking Lot | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3455 | Subgrade Preparation | 1 | | | 0 | | hr. | \$ - |
| 3456 | AB Placement Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3454 | Chemical Treatment Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3457 | AC Placement Observation | 1 | | | 0 | | hr. | \$ - |
| Concrete Flatwork | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3458 | Subgrade Preparation Testing and Inspection | 1 | 6 | 5 | 30 | \$ 95.00 | hr. | \$ 2,850.00 |
| 3458 | Construction Testing Exterior Flatwork Subgrade | 1 | | | 0 | | hr. | \$ - |
| 3457 | AB Placement Testing and Inspection | 1 | 6 | 5 | 30 | \$ 95.00 | hr. | \$ 2,850.00 |
| | | | | | Quantity | Rate | Unit | Total |
| 6320 | ASTM 1557A | | | | 1 | \$ 235.00 | ea. | \$ 235.00 |

AS OF

3/21/2016

M:\Proposal Files\2016 Proposals\16-0100 Arboga ES ADA Upgrade and Play Structure T&O\ Budget Estimator Template with Item Codes

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of 4

M 30416

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MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

| | | | | | | | |
|--|--|---|--|--|-----------|-----|-----------|
| 6320 ASTM 1557C | | 1 | | | \$ 235.00 | ea. | \$ 235.00 |
| R-Value | | | | | | ea. | \$ - |
| 6430 Laboratory Resistance Value - Untreated ASTM D2844 / CT 301 | | | | | | ea. | \$ - |
| 6431 Laboratory Resistance Value - Treated with Cement or Lime ASTM D2844 / CT 301 | | | | | | ea. | \$ - |
| 6810 Gradation Soil/Aggregate | | | | | | ea. | \$ - |
| 6312 P.I. | | | | | | ea. | \$ - |
| 6350 E.J. | | | | | | ea. | \$ - |
| 6410 Laboratory Soil Moisture Test | | | | | | ea. | \$ - |

| Concrete Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|--|----------------|------|------|-------|----------|----------|------|-------------|
| 6810 Concrete Mix Design | | | | | 0 | | ea. | \$ - |
| Field Observation, Batch Plant Observation | | | | | | | | |
| 3542 Batch Plant Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3540 Casting of Concrete Specimens | ASTM C192 | 1 | 3 | 6 | 18 | \$ 95.00 | hr. | \$ 1,710.00 |
| 3541 Concrete Cylinder Transport | ASTM C192 | 1 | 3 | 3 | 9 | \$ 95.00 | hr. | \$ 855.00 |
| Compression Tests | | | | | | | | |
| 6510 Concrete | ASTM C39 | 1 | | | 15 | \$ 30.00 | cyl. | \$ 450.00 |
| 6515 Concrete Sample Hold | | | | | 0 | | cyl. | \$ - |
| 6514 Concrete Core Including Trimming | ASTM C39/C42 | | | | 0 | | cyl. | \$ - |
| 6516 Shotcrete Concrete Cores | ASTM C1140 | | | | 0 | | cyl. | \$ - |
| 6511 High Strength Grout cubes | ASTM 109 | | | | 0 | | cube | \$ - |
| 6545 Flexural Strength | ASTM C78/C293 | | | | 0 | | beam | \$ - |
| 6540 Unit Weight of Hardened Concrete | ASTM C567/C495 | | | | 0 | | ea. | \$ - |
| 6546 Splitting Tensile Strength | ASTM C496 | | | | 0 | | ea. | \$ - |
| 6541 Drying Shrinkage Test (set of 3) | ASTM C157 | | | | 0 | | ea. | \$ - |
| 3545 Rebar Locating (Includes Pachometer) | | 1 | | | 0 | | hr. | \$ - |
| Concrete Rebound Number | ASTM C805 | 1 | | | 0 | | hr. | \$ - |
| 3550 Windsor Probe Testing | ASTM C803 | 1 | | | 0 | | hr. | \$ - |
| Test Shot | | | | | 0 | | shot | \$ - |
| 3551 Floor Slab Moisture Emission Test | ASTM F1869 | 1 | | | 0 | | hr. | \$ - |
| Calcium Chloride Test Kit | | | | | 0 | | kit | \$ - |
| 3546 Construction Testing Post-Tension Placement Observation | | 1 | | | 0 | | hr. | \$ - |
| 3547 Construction Testing Post-Tension Stressing | | 1 | | | 0 | | hr. | \$ - |

| Structural Steel Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|---|-----------|------|------|-------|----------|------|------|-------|
| 3560 High Strength Bolt Observation and Testing | | 1 | | | 0 | | hr. | \$ - |
| 3565 Shop Welding Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3566 Shop Welding Inspection (UT, MT, PT) | | 1 | | | 0 | | hr. | \$ - |
| 3561 Field Welding Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3562 Field Welding Inspection (UT, MT, PT) | | 1 | | | 0 | | hr. | \$ - |
| 6540 High Strength Bolt Hardness Testing | ASTM E18 | | | | 0 | | ea. | \$ - |
| 6640 Bolt Tensile Strength Testing | ASTM F606 | | | | 0 | | ea. | \$ - |
| 6630 Structural Steel Tensile Test (1-7 samples) | ASTM A370 | | | | 0 | | ea. | \$ - |
| 6631 Structural Steel Tensile Test (8-14 samples) | ASTM A370 | | | | 0 | | ea. | \$ - |
| Machining of Test Specimens | | | | | 0 | 20% | cost | \$ - |
| 3544 Field Sampling and Tagging Steel | | 1 | | | 0 | | hr. | \$ - |
| 3564 Fireproofing Observation and Testing | | 1 | | | 0 | | hr. | \$ - |
| 6620 Fireproofing Unit Weight | ASTM E605 | | | | 0 | | ea. | \$ - |

| Rebar, Epoxy Doweling and Expansion Anchor | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|--|--|------|------|-------|----------|------|------|-------|
| 3543 Rebar Placement Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3531 Epoxy Dowel Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3530 Torque Testing Screws and Wedge Anchors | | 1 | | | 0 | | hr. | \$ - |
| 3532 Pull Testing Dowels and Anchors | | 1 | | | 0 | | hr. | \$ - |

| Reinforcement Materials Testing | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|---------------------------------|-----------|-------|------|-------|----------|------|------|-------|
| Rebar Tensile Tests | | | | | | | | |
| 6630 Up to #7 bar | ASTM A370 | AS OF | | | 0 | | ea. | \$ - |

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MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

| | | | | | |
|---------------------------------|-----------|---|------|----|--|
| 6681 #8 through #14 bar | ASTM A370 | 0 | ea. | \$ | |
| 6681 Bend Tests | ASTM A370 | 0 | ea. | \$ | |
| Machining of Specimens | | 0 | cost | \$ | |
| 3544 Field Sampling and Tagging | 1 | 0 | hr. | \$ | |

| Masonry Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|-------------------------------------|-----------|------|------|-------|----------|------|------|-------|
| 3570 Masonry Testing and Inspection | | 1 | | | 0 | | hr. | \$ |
| Compression Tests | | | | | | | | |
| 6511 Grout | | | | | 0 | | ea. | \$ |
| 6511 Mortar | | | | | 0 | | ea. | \$ |
| 6512 Concrete Masonry Units | ASTM C140 | | | | 0 | | ea. | \$ |
| 6512 Brick | ASTM C67 | | | | 0 | | ea. | \$ |

| Timber Element Inspection | | Quantity | Rate | Unit | Total |
|--|--|----------|------|------|-------|
| Glue Laminated Beam Inspection at Point of Manufacture | | 0 | | 0 | \$ |

| Miscellaneous Materials Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|--|--|------|------|-------|----------|------|------|-------|
| | | | | | 0 | | | \$ |
| | | | | | 0 | | | \$ |
| | | | | | 0 | | | \$ |
| | | | | | 0 | | | \$ |

| Professional Services | | Days | Hours | Quantity | Rate | Unit | Total |
|----------------------------|--|------|-------|----------|------|------|-------|
| 3410.11 Staff Engineer | | | | 0 | | hr. | \$ |
| 3410.12 Project Engineer | | | | 0 | | hr. | \$ |
| 3410.13 Senior Engineer | | | | 0 | | hr. | \$ |
| 3410.14 Principal Engineer | | | | 0 | | hr. | \$ |

| Project Management | | Quantity | Rate | Unit | Total |
|--|--|----------|-----------|---------|-----------|
| DSA Interim Verified Reports (Estimate/Variable) | | | | | |
| 3715 Construction Testing Interim Geotechnical Verified Report | | | | hr. | \$ |
| 3713 Construction Testing Interim Laboratory Verified Report | | | | hr. | \$ |
| Final Report | | | | | |
| 3714 Construction Testing Final Geotechnical Verified Report | | | | hr. | \$ |
| 3712 Construction Testing Final Laboratory Verified Report | | | | hr. | \$ |
| 3710 Construction Testing Special Inspection Final Report | | 1 | \$ 500.00 | hr. | \$ 500.00 |
| 1201 Dept. of Industrial Relations Wage Reporting | | 1 | \$ 150.00 | monthly | \$ 150.00 |

| Per Diem | | Quantity | Rate | Unit | Total |
|------------------------------------|---|----------|------|-------|-------|
| 1156 Per Diem/ Subsistence | 1 | 0 | | Daily | \$ |
| 3000 Construction Testing Per Diem | | 0 | | | \$ |

| Travel | | Days | Hours | Quantity | Rate | Unit | Total |
|--------------|--|------|-------|----------|---------|------|-------------|
| 1130 Mileage | | 20 | 80 | 1600 | \$ 0.70 | mile | \$ 1,120.00 |

| | | |
|------------------------------------|----|----------|
| Earthwork Grading | \$ | |
| Foundation and Ground Improvements | \$ | |
| Underground Utilities | \$ | |
| Street and Roadway | \$ | |
| Parking Lot | \$ | |
| Concrete Flatwork | \$ | 5,700.00 |
| Laboratory Soil Testing | \$ | 470.00 |

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MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

| | |
|--|-------------|
| Concrete Testing and Inspection | \$ 3,015.00 |
| Structural Steel Testing and Inspection | \$ - |
| Rebar, Epoxy Doweling and Expansion Anchors | \$ - |
| Reinforcement Materials Testing | \$ - |
| Masonry Testing and Inspection | \$ - |
| Timber Element Inspection | \$ - |
| Miscellaneous Materials Testing and Inspection | \$ - |
| Project Engineering | \$ - |
| Project Administration | \$ 650.00 |
| Per Diem Subsistence | \$ - |
| Vehicle Operation | \$ 1,120.00 |

| | |
|-----------------------|--------------|
| Total Project Summary | \$ 10,955.00 |
|-----------------------|--------------|

| | |
|----------------------------------|--------------|
| Estimated Project Billing Amount | \$ 10,955.00 |
|----------------------------------|--------------|

AS OF
3/21/2016

M:\Proposal Files\2016 Proposals\16-0100 Arboga ES ADA Upgrade and Play Structure\BWP T&O\Budget Estimator Template with Item Codes

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MPE

MID PACIFIC ENGINEERING, INC.

REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

GENERAL CONDITIONS

FOR

CONSTRUCTION TESTING SERVICES

WARRANTY OF AUTHORITY TO SIGN - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

LIMITATION OF LIABILITY - The Client agrees to limit the Consultant's liability to the client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractor's assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

STANDARD OF CARE - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

RESPONSIBILITY OF THE CONTRACTOR - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

DISTRIBUTION OF REPORTS - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

INSURANCE - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation Insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage or liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

SAMPLES - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

OWNERSHIP OF DOCUMENTS - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

TERMINATION - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

PAYMENT - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

MEDIATION - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

DISPUTES - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

2915 INNSBRUCK DRIVE, SUITE A, REDDING, CALIFORNIA 96003
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605

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MID PACIFIC ENGINEERING, INC.
2015 DSA Prevailing Wage Schedule of Fees - Sacramento Office

| LABOR | Rate per Hour |
|---|---------------|
| Field Testing and Inspection Technician | \$95 |
| Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry) | \$105 |
| Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry) | \$115 |
| Managing Technician | \$115 |
| Laboratory Technician | \$75 |
| Draftsperson | \$70 |
| Staff Engineer/Geologist | \$100 |
| Project Engineer/Geologist | \$125 |
| Senior Engineer/Geologist | \$150 |
| Principal Engineer | \$175 |

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

| LABORATORY TESTING | Rate per Test |
|--|---------------|
| Soil and Aggregate | |
| Absorption of Sand or Gravel | \$65 |
| Aggregate Unit Weight | \$60 |
| Aggregate Crushed Particles | \$105 |
| Atterberg Limits | \$165 |
| Compaction Curve | \$235 |
| Consolidation Test | \$560 |
| Corrosion Testing | \$155 |
| Direct Shear Test | \$150 |
| Durability | \$175 |
| Expansion Index | \$175 |
| Grain Size Analysis - Total Sieve (200, Fine and Coarse) | \$230 |
| Grain Size Analysis - Fine or Coarse Sieve | \$110 |
| Grain Size Analysis - Soils Finer than No. 200 | \$100 |
| Grain Size Analysis - Hydrometer | \$165 |
| Moisture Content | \$35 |
| Permeability | \$275 |
| Resistance Value - Untreated | \$325 |
| Resistance Value - Treated with Lime or Cement | \$375 |
| Sand Equivalent | \$150 |
| Specific Gravity | \$120 |
| Triaxial Shear - Undisturbed | \$370 |
| Triaxial Shear - Remolded | \$450 |
| Unconfined Compression Test | \$120 |
| Unit Weight and Moisture Content - Undisturbed Sample | \$40 |
| Unit Weight and Moisture Content - Loose Sample | \$65 |
| Concrete and Masonry | |
| Compression Testing - Concrete 4x8 or 6x12 | \$30 |
| Compression Testing - Grout, Mortar or CLSM | \$40 |
| Compression Testing - Masonry Unit or Brick | \$60 |
| Compression Testing - Masonry Prism | \$185 |
| Compression Testing - Concrete Core Including Trimming | \$50 |
| Compression Testing - Shotcrete Core | \$55 |
| Compression Testing - Hold Sample | \$25 |
| Masonry Unit Linear Shrinkage, Absorption and Moisture | \$525 |
| Unit Weight of Hardened Concrete | \$60 |
| Reinforcing and Structural Steel | |
| Anchor Bolt or Prestressing Strand Tensile Strength | \$80 |
| Fire Proofing Unit Weight | \$55 |
| Rebar Tensile and Bend 1 - 7 bar | \$115 |
| Rebar Tensile and Bend 8 - 14 bar | \$165 |
| Structural Bolt Set Tensile and Hardness | \$350 |
| Please contact our office for laboratory testing not listed on the this fee schedule | Quote |

| | |
|---|-------------|
| MISCELLANEOUS | |
| Mileage - Billed Portal to Portal | \$0.70/mile |
| Per Diem | \$135/day |
| Outside Services | Cost +20% |
| Interim Verified Report | \$300 |
| Final Verified Report | \$525 |
| Department of Industrial Relations Wage Reporting | \$150/month |

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MPE



MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

March 21, 2016

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

Proposal – Earthwork Testing and Inspection Services
ARBOGA ELEMENTARY SCHOOL – ADA UPGRADE & PLAY STRUCTURE
1686 Broadway Road
Olivehurst, California
MPE No. 16-0100

Mid Pacific Engineering, Inc. is pleased to submit this proposal to provide earthwork observation and testing services for the Arboga Elementary School ADA Upgrade & Play Structure project to be constructed in Olivehurst, California. Our scope of services will include performance of earthwork testing and observation required by the project plans and specifications, as well as written documentation of compliance with their criteria.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. Based on our review of the project plans prepared by Williams and Paddon Architects and Planners, Inc., dated December 18, 2015, and our experience with similar projects, our estimated fees for this project are \$10,955. We should review the final plans and construction schedule, when available, to verify our proposed work scope and fees, and to determine the need for any revisions.

Please note that the amount of time spent on this project by our representatives is dependent on the rate and quality of work performed by the various contractors, as well as the number of required site visits. Therefore, actual billing will be based on the work performed and determined using the attached schedule of fees; however, we will only bill for work actually performed on your project. We assume this project is subject to Prevailing Wage Law. If this is not the case, please contact our office so we can revise our fees accordingly.

Written reports of our findings and test results will be provided upon completion of each phase of work. Copies of daily field reports will be left on site upon request.

2915 INNSBRUCK DRIVE, SUITE A, REDDING, CALIFORNIA 96003
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605

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To ensure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please issue the appropriate authorization documents as our formal authorization to proceed.

We look forward to working with you on this project. Please contact me with any questions regarding our proposal or work scope. We welcome the opportunity to answer any questions you may have regarding this proposal.

Mid Pacific Engineering, Inc.



Ken Fritz
Vice President of Construction Services



Dominic J. Potestlo
Project Engineer
CE 69299, Exp. 6-30-16

Attachments: Budget Estimate
General Conditions
Schedule of Fees

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MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

Project Name / Job Number: Arboga Elementary School

Proposal #: 16-0100

Prepared by: KF

Date: 3-16-16

Fee Schedule: 2015 DSA Prevailing Wage Fee Schedule

DSA File #:

DSA Application #: 02-113198

Item Codes

Earthwork, Materials Testing and Inspection Services

| Earthwork Grading Inspection and Testing | | | | | | | |
|---|------|------|-------|----------|-----------|------|-------------|
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| Demolition | 1 | | | 1 | | hr. | \$ - |
| 3452-3453 Building Pad(s) Preparation | 1 | | | 0 | | hr. | \$ - |
| 3452 Construction Testing Grading Observation and Testing | 1 | | | 0 | | hr. | \$ - |
| 3453 Construction Testing Finish Pad Testing | 1 | | | 0 | | hr. | \$ - |
| Field Sample Collection | | | | | | | |
| 3520 Construction Testing Sample Pickup and Delivery | 1 | | | 0 | | hr. | \$ - |
| Foundation and Ground Improvements Inspection | | | | | | | |
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| Foundation Inspection | | | | | | | |
| 2233 Geotechnical Foundation Construction Observation | 1 | | | 0 | | hr. | \$ - |
| 3451 Construction Testing Foundation Construction Observation | 1 | | | 0 | | hr. | \$ - |
| Drilled Pier Inspection | | | | | | | |
| 2231 Geotechnical Drilled Pier Observation | 1 | | | 0 | | hr. | \$ - |
| 3441 Construction Testing Drilled Pier Observation | 1 | | | 0 | | hr. | \$ - |
| Driven Pile Inspection | | | | | | | |
| 3449 Construction Testing Driven Pile Observation | 1 | | | 0 | | hr. | \$ - |
| Underground Utility Testing and Inspection | | | | | | | |
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3460 Sewer Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| 3462 Storm Drain Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| 3461 Water Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| 3463 Dry Utility Trench Backfill | 1 | | | 0 | | hr. | \$ - |
| Street/Roadway Testing and Inspection | | | | | | | |
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3455 Street/Roadway Subgrade Preparation | 1 | | | 0 | | hr. | \$ - |
| 3454 Chemical Treatment Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3456 AB Placement Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3457 AC Placement Observation | 1 | | | 0 | | hr. | \$ - |
| | | | | | | | |
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3455 Subgrade Preparation | 1 | | | 0 | | hr. | \$ - |
| 3456 AB Placement Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3454 Chemical Treatment Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| 3457 AC Placement Observation | 1 | | | 0 | | hr. | \$ - |
| | | | | | | | |
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 3458 Subgrade Preparation Testing and Inspection | 1 | 6 | 5 | 30 | \$ 95.00 | hr. | \$ 2,850.00 |
| 3458 Construction Testing Exterior Flatwork Subgrade | 1 | | | 0 | | hr. | \$ - |
| 3457 AB Placement Testing and Inspection | 1 | 6 | 5 | 30 | \$ 95.00 | hr. | \$ 2,850.00 |
| | | | | | | | |
| | Tech | Days | Hours | Quantity | Rate | Unit | Total |
| 6320 ASTM 1557A | | | | 1 | \$ 235.00 | ea. | \$ 235.00 |

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3/21/2016

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MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

| | | | | | |
|--|---|-----------|-----|----|--------|
| 6320 ASTM 1557C | 1 | \$ 235.00 | ea. | \$ | 235.00 |
| R-Value | | | ea. | \$ | - |
| 6430 Laboratory Resistance Value - Untreated ASTM D2844 / CT 301 | | | ea. | \$ | - |
| 6431 Laboratory Resistance Value - Treated with Cement or Lime ASTM D2844 / CT 301 | | | ea. | \$ | - |
| 6810 Gradation Soil/Aggregate | | | ea. | \$ | - |
| 6312 P.I. | | | ea. | \$ | - |
| 6350 E.I. | | | ea. | \$ | - |
| 6410 Laboratory Soil Moisture Test | | | ea. | \$ | - |

| Concrete Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|--|----------------|------|------|-------|----------|----------|------|-------------|
| 6810 Concrete Mix Design | | | | | 0 | | ea. | \$ - |
| Field Observation, Batch Plant Observation | | | | | | | | |
| 3542 Batch Plant Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3540 Casting of Concrete Specimens | ASTM C192 | 1 | 3 | 6 | 18 | \$ 95.00 | hr. | \$ 1,710.00 |
| 3541 Concrete Cylinder Transport | ASTM C192 | 1 | 3 | 3 | 9 | \$ 95.00 | hr. | \$ 855.00 |
| Compression Tests | | | | | | | | |
| 6510 Concrete | ASTM C39 | 1 | | | 15 | \$ 30.00 | cyl. | \$ 450.00 |
| 6515 Concrete Sample Hold | | | | | 0 | | cyl. | \$ - |
| 6514 Concrete Core Including Trimming | ASTM C39/C42 | | | | 0 | | cyl. | \$ - |
| 6516 Shotcrete Concrete Cones | ASTM C1140 | | | | 0 | | cyl. | \$ - |
| 6511 High Strength Grout cubes | ASTM 109 | | | | 0 | | cube | \$ - |
| 6545 Flexural Strength | ASTM C78/C293 | | | | 0 | | beam | \$ - |
| 6540 Unit Weight of Hardened Concrete | ASTM C567/C495 | | | | 0 | | ea. | \$ - |
| 6546 Splitting Tensile Strength | ASTM C496 | | | | 0 | | ea. | \$ - |
| 6541 Drying Shrinkage Test (set of 3) | ASTM C157 | | | | 0 | | ea. | \$ - |
| 3545 Rebar Locating (Includes Pachometer) | | 1 | | | 0 | | hr. | \$ - |
| Concrete Rebound Number | ASTM C805 | 1 | | | 0 | | hr. | \$ - |
| 3550 Windsor Probe Testing | ASTM C803 | 1 | | | 0 | | hr. | \$ - |
| Test Shot | | | | | 0 | | shot | \$ - |
| 3551 Floor Slab Moisture Emission Test | ASTM F1869 | 1 | | | 0 | | hr. | \$ - |
| Calcium Chloride Test Kit | | | | | 0 | | kit | \$ - |
| 3546 Construction Testing Post-Tension Placement Observation | | 1 | | | 0 | | hr. | \$ - |
| 3547 Construction Testing Post-Tension Stressing | | 1 | | | 0 | | hr. | \$ - |

| Structural Steel Testing and Inspection | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|---|-----------|------|------|-------|----------|------|------|-------|
| 3560 High Strength Bolt Observation and Testing | | 1 | | | 0 | | hr. | \$ - |
| 3565 Shop Welding Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3566 Shop Welding Inspection (UT, MT, PT) | | 1 | | | 0 | | hr. | \$ - |
| 3561 Field Welding Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3562 Field Welding Inspection (UT, MT, PT) | | 1 | | | 0 | | hr. | \$ - |
| 6540 High Strength Bolt Hardness Testing | ASTM E18 | | | | 0 | | ea. | \$ - |
| 6640 Bolt Tensile Strength Testing | ASTM F606 | | | | 0 | | ea. | \$ - |
| 6630 Structural Steel Tensile Test (1-7 samples) | ASTM A370 | | | | 0 | | ea. | \$ - |
| 6631 Structural Steel Tensile Test (8-14 samples) | ASTM A370 | | | | 0 | | ea. | \$ - |
| Machining of Test Specimens | | | | | 0 | 20% | cost | \$ - |
| 3544 Field Sampling and Tagging Steel | | 1 | | | 0 | | hr. | \$ - |
| 3564 Fireproofing Observation and Testing | | 1 | | | 0 | | hr. | \$ - |
| 6620 Fireproofing Unit Weight | ASTM E605 | | | | 0 | | ea. | \$ - |

| Rebar, Epoxy Doweling and Expansion Anchor | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|--|--|------|------|-------|----------|------|------|-------|
| 3543 Rebar Placement Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3531 Epoxy Dowel Inspection | | 1 | | | 0 | | hr. | \$ - |
| 3530 Torque Testing Screws and Wedge Anchors | | 1 | | | 0 | | hr. | \$ - |
| 3532 Pull Testing Dowels and Anchors | | 1 | | | 0 | | hr. | \$ - |

| Reinforcement Materials Testing | | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|---------------------------------|-----------|-------|------|-------|----------|------|------|-------|
| Rebar Tensile Tests | | | | | | | | |
| 6630 Up to #7 bar | ASTM A370 | AS OF | | | 0 | | ea. | \$ - |

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MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

| | | | | | |
|---------------------------------|-----------|---|------|----|---|
| 6631 #8 through #14 bar | ASTM A370 | 0 | ea. | \$ | - |
| 6631 Bend Tests | ASTM A370 | 0 | ea. | \$ | - |
| Machining of Specimens | | 0 | cost | \$ | - |
| 3544 Field Sampling and Tagging | 1 | 0 | hr. | \$ | - |

| Masonry Testing and Inspection | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|-------------------------------------|-----------|------|-------|----------|------|------|-------|
| 3570 Masonry Testing and Inspection | 1 | | | 0 | | hr. | \$ - |
| Compression Tests | | | | | | | |
| 6511 Grout | | | | 0 | | ea. | \$ - |
| 6511 Mortar | | | | 0 | | ea. | \$ - |
| 6512 Concrete Masonry Units | ASTM C140 | | | 0 | | ea. | \$ - |
| 6512 Brick | ASTM C67 | | | 0 | | ea. | \$ - |

| Timber Elements Inspection | Quantity | Rate | Unit | Total |
|--|----------|------|------|-------|
| Glue Laminated Beam Inspection at Point of Manufacture | 0 | | 0 | \$ - |

| Miscellaneous Materials Testing and Inspection | Tech | Days | Hours | Quantity | Rate | Unit | Total |
|--|------|------|-------|----------|------|------|-------|
| | | | | 0 | | | \$ - |
| | | | | 0 | | | \$ - |
| | | | | 0 | | | \$ - |
| | | | | 0 | | | \$ - |

| Professional Fees | Days | Hours | Quantity | Rate | Unit | Total |
|----------------------------|------|-------|----------|------|------|-------|
| 3410.11 Staff Engineer | | | 0 | | hr. | \$ - |
| 3410.12 Project Engineer | | | 0 | | hr. | \$ - |
| 3410.13 Senior Engineer | | | 0 | | hr. | \$ - |
| 3410.14 Principal Engineer | | | 0 | | hr. | \$ - |

| DSA Interim Verified Reports (Estimate/Variable) | Quantity | Rate | Unit | Total |
|--|----------|-----------|---------|-----------|
| 3715 Construction Testing Interim Geotechnical Verified Report | | | hr. | \$ - |
| 3713 Construction Testing Interim Laboratory Verified Report | | | hr. | \$ - |
| Final Report | | | | |
| 3714 Construction Testing Final Geotechnical Verified Report | | | hr. | \$ - |
| 3712 Construction Testing Final Laboratory Verified Report | | | hr. | \$ - |
| 3710 Construction Testing Special Inspection Final Report | 1 | \$ 500.00 | hr. | \$ 500.00 |
| 1201 Dept. of Industrial Relations Wage Reporting | 1 | \$ 150.00 | monthly | \$ 150.00 |

| Per Diem | Quantity | Rate | Unit | Total |
|------------------------------------|----------|------|-------|-------|
| 1156 Per Diem/ Subsistence | 1 | | Daily | \$ - |
| 3690 Construction Testing Per Diem | | | | \$ - |

| Mileage | Days | Hours | Quantity | Rate | Unit | Total |
|--------------|------|-------|----------|---------|------|-------------|
| 1130 Mileage | 20 | 80 | 1600 | \$ 0.70 | mile | \$ 1,120.00 |

| | |
|------------------------------------|-------------|
| Earthwork Grading | \$ - |
| Foundation and Ground Improvements | \$ - |
| Underground Utilities | \$ - |
| Street and Roadway | \$ - |
| Parking Lot | \$ - |
| Concrete Flatwork | \$ 5,700.00 |
| Laboratory Soil Testing | \$ 470.00 |

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3/21/2016

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MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATOR

| | | |
|--|----|----------|
| Concrete Testing and Inspection | \$ | 3,015.00 |
| Structural Steel Testing and Inspection | \$ | - |
| Rebar, Epoxy Doweling and Expansion Anchors | \$ | - |
| Reinforcement Materials Testing | \$ | - |
| Masonry Testing and Inspection | \$ | - |
| Timber Element Inspection | \$ | - |
| Miscellaneous Materials Testing and Inspection | \$ | - |
| Project Engineering | \$ | - |
| Project Administration | \$ | 650.00 |
| Per Diem Subsistence | \$ | - |
| Vehicle Operation | \$ | 1,120.00 |

| | | |
|------------------------------|-----------|------------------|
| Total Project Summary | \$ | 10,955.00 |
|------------------------------|-----------|------------------|

| | | |
|---|-----------|------------------|
| Estimated Project Billing Amount | \$ | 10,955.00 |
|---|-----------|------------------|

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3/21/2016

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MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GENERAL CONDITIONS

FOR

CONSTRUCTION TESTING SERVICES

WARRANTY OF AUTHORITY TO SIGN - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

LIMITATION OF LIABILITY - The Client agrees to limit the Consultant's liability to the Client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractor's assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

STANDARD OF CARE - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

RESPONSIBILITY OF THE CONTRACTOR - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

DISTRIBUTION OF REPORTS - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

INSURANCE - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation Insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage of liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

SAMPLES - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

OWNERSHIP OF DOCUMENTS - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

TERMINATION - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

PAYMENT - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

MEDIATION - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

DISPUTES - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

2915 INNSBRUCK DRIVE, SUITE A, REDDING, CALIFORNIA 96003
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605

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MID PACIFIC ENGINEERING, INC.
2015 DSA Prevailing Wage Schedule of Fees - Sacramento Office

| LABOR | Rate per Hour |
|---|---------------|
| Field Testing and Inspection Technician | \$95 |
| Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry) | \$105 |
| Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry) | \$115 |
| Managing Technician | \$115 |
| Laboratory Technician | \$75 |
| Draftsperson | \$70 |
| Staff Engineer/Geologist | \$100 |
| Project Engineer/Geologist | \$125 |
| Senior Engineer/Geologist | \$150 |
| Principal Engineer | \$175 |

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

| LABORATORY TESTING | Rate per Test |
|--|---------------|
| Soil and Aggregate | |
| Absorption of Sand or Gravel | \$65 |
| Aggregate Unit Weight | \$60 |
| Aggregate Crushed Particles | \$105 |
| Atterberg Limits | \$165 |
| Compaction Curve | \$235 |
| Consolidation Test | \$560 |
| Corrosion Testing | \$155 |
| Direct Shear Test | \$150 |
| Durability | \$175 |
| Expansion Index | \$175 |
| Grain Size Analysis - Total Sieve (200, Fine and Coarse) | \$230 |
| Grain Size Analysis - Fine or Coarse Sieve | \$110 |
| Grain Size Analysis - Soils Finer than No. 200 | \$100 |
| Grain Size Analysis - Hydrometer | \$165 |
| Moisture Content | \$35 |
| Permeability | \$275 |
| Resistance Value - Untreated | \$325 |
| Resistance Value - Treated with Lime or Cement | \$375 |
| Sand Equivalent | \$150 |
| Specific Gravity | \$120 |
| Triaxial Shear - Undisturbed | \$370 |
| Triaxial Shear - Remolded | \$450 |
| Unconfined Compression Test | \$120 |
| Unit Weight and Moisture Content - Undisturbed Sample | \$40 |
| Unit Weight and Moisture Content - Loose Sample | \$65 |
| Concrete and Masonry | |
| Compression Testing - Concrete 4x8 or 6x12 | \$30 |
| Compression Testing - Grout, Mortar or CLSM | \$40 |
| Compression Testing - Masonry Unit or Brick | \$60 |
| Compression Testing - Masonry Prism | \$185 |
| Compression Testing - Concrete Core Including Trimming | \$50 |
| Compression Testing - Shotcrete Core | \$55 |
| Compression Testing - Hold Sample | \$25 |
| Masonry Unit Linear Shrinkage, Absorption and Moisture | \$525 |
| Unit Weight of Hardened Concrete | \$60 |
| Reinforcing and Structural Steel | |
| Anchor Bolt or Prestressing Strand Tensile Strength | \$80 |
| Fire Proofing Unit Weight | \$55 |
| Rebar Tensile and Bend 1 - 7 bar | \$115 |
| Rebar Tensile and Bend 8 - 14 bar | \$165 |
| Structural Bolt Set Tensile and Hardness | \$350 |

Please contact our office for laboratory testing not listed on the this fee schedule

Quote

| | |
|---|-------------|
| MISCELLANEOUS | |
| Mileage - Billed Portal to Portal | \$0.70/mile |
| Per Diem | \$135/day |
| Outside Services | Cost +20% |
| Interim Verified Report | \$300 |
| Final Verified Report | \$525 |
| Department of Industrial Relations Wage Reporting | \$150/month |

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PL60f16

MPE



MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT
1919 B ST
MARYSVILLE, CA 95901
RFP No. 17-1004
E-rate Hardware and
Accessories

PURCHASE AGREEMENT

AGREEMENT

Between

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

and

AMS.NET

PURSUANT TO FUNDING BY THE SCHOOLS AND LIBRARIES DIVISION

of

THE UNIVERSAL SERVICES CORPORATION

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 26th day of April 2016, by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT", and AMS.NET hereinafter called the "Bidder". For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both DISTRICT and Bidder. The capitalized term "Party" may refer to DISTRICT or Bidder interchangeably as applicable.

RECITALS

WHEREAS, DISTRICT is a union high school DISTRICT organized and existing under the California Education Code;

WHEREAS, Bidder has received notice of an award pursuant to Group I – School Site Routers of RFP No. 17-1004 for the work of related under Bid Form and referenced under the Bid Proposal. True and correct copies are attached and incorporated in this Agreement as Exhibits "A" and "B", respectively;

WHEREAS, DISTRICT desires to purchase Cisco Routers including installation for \$399,856.65 Dollars (Three-hundred ninety-nine thousand eight-hundred fifty-six DOLLARS and 65/100) contingent upon funding approval by the Schools and Libraries Division ("SLD") the Universal Services Administrative Corporation ("USAC"); and,

WHEREAS, the Bidder agrees to provide the Service in accordance with this Agreement, and

Attachments hereto and made a part hereof; and,

WHEREAS, Bidder declares that it is engaged in the same or similar activities for other clients and that the DISTRICT is not Contractor's sole client or customer; and,

WHEREAS, DISTRICT evaluated all proposals responding to the DISTRICT's Request for Proposals and posting of its requirements of the SLD web site and determined, based upon lowest cost as the primary factor, that Contractor's Proposal was the best and most responsive; and,

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

1. SERVICES TO BE RENDERED BY VENDORS

Bidder agrees to sell, install or provide the Service, and the DISTRICT agrees to purchase (\$399,856.65)

2. TERM

The Bidder shall provide the Service upon written notice from the DISTRICT and shall proceed in accordance with the Implementation Schedule. All Service, except for maintenance and warranty obligations, if any, shall be concluded no later than September 30, 2017, or 180 days after funding is approved by the SLD, whichever is later. Acceptance or rejection of the Service by the DISTRICT shall be given to Bidder in writing, and shall specify the corrections that need to be made by the Contractor.

3. COMPENSATION AND PAYMENT SCHEDULE

In consideration for provision of the commercially available (Service(s)), the DISTRICT agrees to pay to Bidder between ten and twenty percent (10%-20%) of the amount due for the Service identified in this Agreement, which is dependent on funding by the SLD. This ten to twenty percent payment will be paid to the Bidder within sixty (60) days of receipt of the Contractor's invoice for the Service(s) identified in the Attachment. The additional eighty to ninety percent (80-90%) payment due shall be paid directly to the Bidder by the SLD as provided by the Telecommunications Act of 1996, Federal Communications Commission and SLD rules and regulations. Upon completion of the work and invoice by the DISTRICT, the DISTRICT will file an FCC Form 486 or other appropriate form to pay the Contractor. The price for the order placed by the DISTRICT for Service will be the Contractor's then current published price less any applicable discount. The Bidder understands and agrees that 80-90% of the funds used to purchase the Contractor's Services are provided through the SLD, and that such funds are fixed and not subject to increases by the DISTRICT once such SLD funds are made available to the DISTRICT. Therefore, the Bidder shall not increase said prices during the funding year. SLD funds (also known as Educational rate or "E-Rate" funds) are those funds made available to the DISTRICT by the SLD of the USAC to purchase commercially available telecommunications Equipment and Services. FCC Form 471 will be filed by the DISTRICT to identify the Bidder that executed this Agreement with the DISTRICT to provide the commercially available telecommunications Equipment and/or Services. Before payment is made by the Schools and Libraries Division to the Contractor, the DISTRICT must certify on the "Receipt of Service Notification Form" when the Equipment and/or Service is operational. Upon receipt of the form (Form 486), the Schools and Libraries Division will implement the discount process (payment). The payment(s) will be made directly to the Contractor, provided, however; that the Bidder

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shall reimburse the DISTRICT for any overpayment for Service provided, work performed or Equipment delivered and installed. Such reimbursement shall be no later than five (5) calendar days after the DISTRICT notifies the Bidder of such-overpayment. If the DISTRICT is not reimbursed within five (5) calendar days, then the DISTRICT may at its discretion, recover any overpayment(s) through offsets to future payments, or through such other means at law or in equity, or by notification to the Schools and Libraries Division to suspend or revoke the Contractor's Service Provider Identification Number ("SPIN"). The DISTRICT will specify that the work to be performed will be in phases, provided that the DISTRICT has the right to change its schedule of work that will be performed or delivery of Service upon five (5) days prior written notice.

NOTICE

The DISTRICT shall be liable only for payment of ten to twenty percent (10%-20%) of the amount due for Services(s); it is further provided that in the event that the SLD does not approve funding for the DISTRICT to purchase the Service(s) identified in this Agreement, then this Agreement may be immediately terminated without any further notice whatsoever and neither the DISTRICT nor any member thereof shall have any further obligation under this Agreement.

No guarantee can be given that any or all items of the bid will be purchased, or that the stated amounts will be reached, or that they will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with the actual requirements throughout the contract period.

Due to budget considerations or that the E-rate program is cancelled, Marysville Joint Unified School District reserves the right to re-negotiate costs with the selected vendors. This may also include canceling services and /or scaling back on services, equipment, or bandwidth. Marysville Joint Unified School District reserves that the billable services approved for funding shall not begin until July 1, 2016.

In the event that the DISTRICT may consider to not to expend matching funds after the 2016 budgets have been completed, an FRN may not be requested for one or more of the services requested in this RFP.

Bidder agrees that when duplicate or overpayments are received, said duplicate or overpayments shall be remitted to the DISTRICT. Remittance of overpayment shall take place no later than five (5) calendar days of receipt of such overpayment or within five (5) calendar days of notice by the DISTRICT to Bidder that the overpayment has occurred. Remittance shall be in the form of a check or credit at the DISTRICT's option.

Notwithstanding any other provision, the DISTRICT has the right to terminate this Agreement for business reasons if termination notice is given to Bidder prior to any service being provided.

4. SUBJECT MATTER AND SCOPE OF AGREEMENT.

- A. Bidder agrees to Bidding Sheet of the Bid Form which is included among the Contract Documents, as defined below.
- B. The Bidder (Contractor) shall not proceed with work until the DISTRICT has issued the Bidders a written notice to proceed specifying the date and time.
- C. Bidder shall also comply with the labor provision set forth under Exhibit "C" of this Agreement.

5. TITLE TO EQUIPMENT

If applicable, Bidder hereby provides the DISTRICT with clear title to all Equipment provided by Bidder to the DISTRICT. Title will pass to the DISTRICT at the time final payment is received, provided the DISTRICT will accept the Equipment installation. Once the Equipment has been brought to facilities of the DISTRICT, the DISTRICT shall provide sites at which to physically lock in the Equipment. To the extent the Equipment is placed in such designated sites, the DISTRICT shall be responsible for loss or damage to such Equipment. Handsets are not included in the prices to the DISTRICT, as such handsets are not fundable.

6. ACCEPTANCE

Acceptance by the DISTRICT of the Service from the Bidder will only be given in writing.

7. INSURANCE.

- A. Bidder shall, at Bidder's sole cost and expense, procure and maintain in full force and effect, from the Notice to Proceed, a policy or policies of insurance covering Bidder. Such insurance shall protect Bidder and DISTRICT from claims for damages or personal injury, including death, damage to property and loss of property, and from workers compensation claims, which may arise from Bidder's performance of its duties under this Agreement. Bidder shall procure and maintain the following policies of insurance before commencing its delivery.

- i. Commercial General Liability Insurance ("CGL Coverage"). The CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of the CGL Coverage shall either apply separately to the services to be performed by Bidder or the general aggregate limit shall be twice the required occurrence limit;
- ii. Automobile Liability Insurance: Bidder shall procure and maintain Automobile Liability Insurance covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
- iii. Workers' Compensation Insurance/ Employer's Liability Insurance: Bidder shall procure and maintain Workers' Compensation Insurance as required by the laws of the State of California.

- B. CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insured's.

- C. All varieties of insurance required under this Agreement shall be procured from insurers authorized to issue policies of insurance in the State of California. The CGL Coverage and the Automobile Liability Insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A: VII.
- D. All policies of insurance procured by Bidder shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Bidder's insurance and shall not contribute with it.
- E. No policy of insurance or endorsement there to that is procured by Bidder pursuant to this Agreement shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Bidder or Bidder's contractors and subcontractors or on behalf of DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers.
- F. Bidder shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Section. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.
- G. All policies of insurance required under this Agreement shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT.

8. INDEMNITY.

Bidder shall indemnify, defend and hold free and harmless DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (collectively, the "DISTRICT Indemnities") from every claim or demand made, and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect or default of the Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, arising out of, or in any way connected with this Agreement, whether said injury or damage occurs either on or away from DISTRICT property, except to the extent that any such liability, loss, damage or expense is attributable to the sole negligence or willful misconduct of DISTRICT. Bidder, at Bidder's, own cost and expense shall defend at DISTRICT's request, any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT Indemnities on any such claim or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT Indemnities in any action, suit or other proceedings as a result thereof.

9. ACCEPTANCE.

Work, assembled and installed pursuant to this Agreement and other Contract Documents shall be subject to inspection and rejection by the DISTRICT. The DISTRICT may reject, at the Bidder's sole cost and expense, any work which fails to meet the Specifications or other conditions of the Contract Documents or which is otherwise defective. Work shall be rejected and shall be promptly replaced by Bidder. No payment shall be required until replacement is complete.

10. WARRANTY.

- A. Bidder shall transfer to DISTRICT all of Bidder's rights to and interest to any and all manufacturers' warranties or guarantees for each article of all work related to this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. Bidder shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. Bidder shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT accepts work. All manufacturers' warranties or guarantees shall be in addition to the Bidder's warranty.
- B. In addition to all manufacturers' warranties and all other warranties implied by law, Bidder warrants that all of the work will conform to the specifications set forth in the Contract Documents; will be suitable for the purpose intended, of good workmanship, quality and material; and free from defect. DISTRICT's inspection, approval, acceptance, use of, or payment for all work shall not affect its warrant rights, regardless of whether a breach of warranty was evident at the time. Bidder shall repair or replace defective work in a timely manner to minimize the disruption to DISTRICT operations but in no event later than thirty (30) days from the date DISTRICT provides Bidder's with notice of such defect. This warranty shall run to the DISTRICT and shall survive acceptance by the DISTRICT.

11. FINGERPRINTING.

- A. Bidder shall comply with all applicable provisions of Education Code Section 45125.1. Bidder will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on Bidder's behalf. Bidder will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. Bidder will provide DISTRICT with a list of all employees providing services pursuant to the Contract Documents.

12. EVENT OF DEFAULT.

- A. Any of the following events shall constitute an event of default ("Event of Default") under this Agreement:
 - i. Bidder refuses or fails to perform work;
 - ii. Bidder fails to fulfill or perform its obligations under this Agreement within the specified time, or if no time is specified, within a reasonable time;

- iii. Bidder delivers an item that does not conform to the specifications set forth in the Contract Documents;
- iv. Bidder and/or its employees disregard or violate any federal, state, local law, rule, procedure or regulation;
- v. Bidder institutes proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation;
- vi. Bidder refuses or fails to perform or observe any covenant, condition, obligation or provision of the Agreement;
- vii. DISTRICT discovers that a statement representation or warranty by Bidder relating to the Agreement is false, misleading or erroneous in any material respect;
- viii. For any other justifiable reason at the option and sole discretion of the DISTRICT.

B. Upon the occurrence of an Event of Default, the DISTRICT, at its option and sole discretion, may exercise any one or more of the following remedies:

- i. Upon written notice to Bidder, the DISTRICT may terminate this Agreement in whole or in part;
- ii. Upon written notice to Bidder, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may keep any item that the Bidder has delivered before or after the Agreement's termination or cancellation. The DISTRICT shall pay Bidder the fair value of any work in good condition and that is properly installed;
- iv. The DISTRICT may charge Bidder the amount by which the costs (i) of fabricating or procuring the canceled item from another source and/or (ii) obtaining substitute labor, work or services from another source – exceed the prices specified in the Agreement;
- v. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Bidder's breach of the Agreement or to rescind the Agreement;
- vi. The DISTRICT may exercise any other available and lawful right or remedy. Bidder shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon an Event of Default or in the DISTRICT's exercise of its remedies under the Agreement.

C. Bidder shall bear all losses, costs and expenses resulting to Bidder because of: an unforeseen obstruction or difficulty that Bidder may encounter; the amount, scope, extent, character and/or nature of the work or services is different than what the Bidder assumed; fire; earthquake; casualty; weather; riot; war; epidemic; act of God; or other cause.

13. NOTICES.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

BIDDER:
AMS.NET
502 Commerce Way
Livermore, CA 94551
Joseph Moomau
Vice President of Operations

DISTRICT:
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901
Ryan Di Giulio
Assistant Superintendent, Business Services

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

14. PROHIBITED INTERESTS.

Bidder warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Bidder warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Bidder, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

15. TIME IS OF THE ESSENCE.

Time is of the essence for each and every provision of this Agreement.

16. GOVERNING LAW AND VENUE.

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central DISTRICT of California located in the DISTRICT of Los Angeles, California.

17. ATTORNEY'S FEES.

If either Party commences an action against the other Party, neither legal, administrative nor otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation

shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

18. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on the successors and assigns of the Parties.

19. NO THIRD PARTY BENEFIT:

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

20. SEVERABILITY.

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

21. CAPTIONS.

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

22. INCONSISTENCIES OR CONFLICTS.

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

23. ENTIRE AGREEMENT.

For purposes of this Agreement the capitalized term "Contract Documents" means and includes the following documents contained in the Bid Packet for: **RFP No. 17-1004: the Notice Inviting Sealed Proposals, the Information to Bidders, this Bid Form including the Bidder's completed Bidding Sheet; the General Conditions; Special Conditions; the Specifications/Scope; this Agreement;** For purposes of this Agreement, the capitalized term "Specifications" means the specifications attached to the Bid Packet for **RFP No. 17-1004 E-rate Hardware and Accessories, Group I – School Site Routers** under Section Specifications/Scope. The Contract Documents constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and Bidder prior to the execution of this Agreement.

24. COUNTERPARTS.

This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect.

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

BIDDER: AMS.NET

By: _____

Ryan Di Giulio

Title: Assistant Superintendent,
Business Services

Date: April 26, 2016

By: _____

Print Name: Robert Jocer

Title: President

Date: April 19, 2016



MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT
1919 B ST
MARYSVILLE, CA 95901
RFP No. 17-1004
E-rate Hardware and
Accessories

PURCHASE AGREEMENT

AGREEMENT

Between

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

and

ADVANCED NETWORKS OF TEXAS

PURSUANT TO FUNDING BY THE SCHOOLS AND LIBRARIES DIVISION

of

THE UNIVERSAL SERVICES CORPORATION

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 26th day of April 2016, by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT", and ADVANCED NETWORKS OF TEXAS hereinafter called the "Bidder". For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both DISTRICT and Bidder. The capitalized term "Party" may refer to DISTRICT or Bidder interchangeably as applicable.

RECITALS

WHEREAS, DISTRICT is a unified school DISTRICT organized and existing under the California Education Code;

WHEREAS, Bidder has received notice of an award pursuant to Group II – Web Caching System of RFP No. 17-1004 for the work of related under Bid Form and referenced under the Bid Proposal. True and correct copies are attached and incorporated in this Agreement as Exhibits "A" and "B", respectively;

WHEREAS, DISTRICT desires to purchase Cachebox web caching systems including installation for \$93,725.54 Dollars (Ninety-three thousand seven-hundred twenty-five DOLLARS and 54/100) contingent upon funding approval by the Schools and Libraries Division ("SLD") the Universal Services Administrative Corporation ("USAC"); and,

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WHEREAS, the **Bidder** agrees to provide the Service in accordance with this Agreement, and Attachments hereto and made a part hereof; and,

WHEREAS, **Bidder** declares that it is engaged in the same or similar activities for other clients and that the DISTRICT is not Contractor's sole client or customer; and,

WHEREAS, DISTRICT evaluated all proposals responding to the DISTRICT's Request for Proposals and posting of its requirements of the SLD web site and determined, based upon lowest cost as the primary factor, that Contractor's Proposal was the best and most responsive; and,

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

1. SERVICES TO BE RENDERED BY VENDORS

Bidder agrees to sell, install or provide the Service, and the DISTRICT agrees to purchase (\$93,725.54)

2. TERM

The Bidder shall provide the Service upon written notice from the DISTRICT and shall proceed in accordance with the Implementation Schedule. All Service, except for maintenance and warranty obligations, if any, shall be concluded no later than September 30, 2017, or 180 days after funding is approved by the SLD, whichever is later. Acceptance or rejection of the Service by the DISTRICT shall be given to Bidder in writing, and shall specify the corrections that need to be made by the Contractor.

3. COMPENSATION AND PAYMENT SCHEDULE

In consideration for provision of the commercially available (Service(s)), the DISTRICT agrees to pay to Bidder between ten and twenty percent (10%-20%) of the amount due for the Service identified in this Agreement, which is dependent on funding by the SLD. This ten to twenty percent payment will be paid to the Bidder within sixty (60) days of receipt of the Contractor's invoice for the Service(s) identified in the Attachment. The additional eighty to ninety percent (80-90%) payment due shall be paid directly to the Bidder by the SLD as provided by the Telecommunications Act of 1996, Federal Communications Commission and SLD rules and regulations. Upon completion of the work and invoice by the DISTRICT, the DISTRICT will file an FCC Form 486 or other appropriate form to pay the Contractor. The price for the order placed by the DISTRICT for Service will be the Contractor's then current published price less any applicable discount. The Bidder understands and agrees that 80-90% of the funds used to purchase the Contractor's Services are provided through the SLD, and that such funds are fixed and not subject to increases by the DISTRICT once such SLD funds are made available to the DISTRICT. Therefore, the Bidder shall not increase said prices during the funding year. SLD funds (also known as Educational rate or "E-Rate" funds) are those funds made available to the DISTRICT by the SLD of the USAC to purchase commercially available telecommunications Equipment and Services. FCC Form 471 will be filed by the DISTRICT to identify the Bidder that executed this Agreement with the DISTRICT to provide the commercially available telecommunications Equipment and/or Services. Before payment is made by the Schools and Libraries Division to the Contractor, the DISTRICT must certify on the "Receipt of Service Notification Form" when the Equipment and/or Service is operational. Upon receipt of the form (Form 486), the Schools and Libraries Division will implement the discount process (payment). The payment(s) will be made directly to the Contractor, provided, however, that the Bidder shall reimburse the DISTRICT for any overpayment for Service provided, work performed or Equipment delivered and installed. Such reimbursement shall be no later than five (5) calendar days after the DISTRICT notifies the Bidder of

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such-overpayment. If the DISTRICT is not reimbursed within five (5) calendar days, then the DISTRICT may at its discretion, recover any overpayment(s) through offsets to future payments, or through such other means at law or in equity, or by notification to the Schools and Libraries Division to suspend or revoke the Contractor's Service Provider Identification Number ("SPIN"). The DISTRICT will specify that the work to be performed will be in phases, provided that the DISTRICT has the right to change its schedule of work that will be performed or delivery of Service upon five (5) days prior written notice.

NOTICE

The DISTRICT shall be liable only for payment of ten to twenty percent (10%-20%) of the amount due for Services(s); it is further provided that in the event that the SLD does not approve funding for the DISTRICT to purchase the Service(s) identified in this Agreement, then this Agreement may be immediately terminated without any further notice whatsoever and neither the DISTRICT nor any member thereof shall have any further obligation under this Agreement.

No guarantee can be given that any or all items of the bid will be purchased, or that the stated amounts will be reached, or that they will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with the actual requirements throughout the contract period.

Due to budget considerations or that the E-rate program is cancelled, Marysville Joint Unified School District reserves the right to re-negotiate costs with the selected vendors. This may also include canceling services and /or scaling back on services, equipment, or bandwidth. Marysville Joint Unified School District reserves that the billable services approved for funding shall not begin until July 1, 2016.

In the event that the DISTRICT may consider to not to expend matching funds after the 2016 budgets have been completed, an FRN may not be requested for one or more of the services requested in this RFP.

Bidder agrees that when duplicate or overpayments are received, said duplicate or overpayments shall be remitted to the DISTRICT. Remittance of overpayment shall take place no later than five (5) calendar days of receipt of such overpayment or within five (5) calendar days of notice by the DISTRICT to Bidder that the overpayment has occurred. Remittance shall be in the form of a check or credit at the DISTRICT's option.

Notwithstanding any other provision, the DISTRICT has the right to terminate this Agreement for business reasons if termination notice is given to Bidder prior to any service being provided.

4. SUBJECT MATTER AND SCOPE OF AGREEMENT.

- A. Bidder agrees to Bidding Sheet of the Bid Form which is included among the Contract Documents, as defined below.
- B. The Bidder (Contractor) shall not proceed with work until the DISTRICT has issued the Bidders a written notice to proceed specifying the date and time.
- C. Bidder shall also comply with the labor provision set forth under Exhibit "C" of this Agreement.

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5. TITLE TO EQUIPMENT

If applicable, Bidder hereby provides the DISTRICT with clear title to all Equipment provided by Bidder to the DISTRICT. Title will pass to the DISTRICT at the time final payment is received, provided the DISTRICT will accept the Equipment installation. Once the Equipment has been brought to facilities of the DISTRICT, the DISTRICT shall provide sites at which to physically lock in the Equipment. To the extent the Equipment is placed in such designated sites, the DISTRICT shall be responsible for loss or damage to such Equipment. Handsets are not included in the prices to the DISTRICT, as such handsets are not fundable.

6. ACCEPTANCE

Acceptance by the DISTRICT of the Service from the Bidder will only be given in writing.

7. INSURANCE.

A. Bidder shall, at Bidder's sole cost and expense, procure and maintain in full force and effect, from the Notice to Proceed, a policy or policies of insurance covering Bidder. Such insurance shall protect Bidder and DISTRICT from claims for damages or personal injury, including death, damage to property and loss of property, and from workers compensation claims, which may arise from Bidder's performance of its duties under this Agreement. Bidder shall procure and maintain the following policies of insurance before commencing its delivery.

i. Commercial General Liability Insurance ("CGL Coverage"). The CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of the CGL Coverage shall either apply separately to the services to be performed by Bidder or the general aggregate limit shall be twice the required occurrence limit;

ii. Automobile Liability Insurance: Bidder shall procure and maintain Automobile Liability Insurance covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and

iii. Workers' Compensation Insurance/ Employer's Liability Insurance: Bidder shall procure and maintain Workers' Compensation Insurance as required by the laws of the State of California.

B. CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insured's.

C. All varieties of insurance required under this Agreement shall be procured from insurers authorized to issue policies of insurance in the State of California. The CGL Coverage and the Automobile Liability Insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A: VII.

D. All policies of insurance procured by Bidder shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Bidder's insurance and shall not contribute with it.

E. No policy of insurance or endorsement there to that is procured by Bidder pursuant to this Agreement shall allow (either expressly or by the omission of any express prohibition) any

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insurance carrier to seek subrogation from DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Bidder or Bidder's contractors and subcontractors or on behalf of DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers.

F. Bidder shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Section. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.

G. All policies of insurance required under this Agreement shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT.

8. INDEMNITY.

Bidder shall indemnify, defend and hold free and harmless DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (collectively, the "DISTRICT Indemnities") from every claim or demand made, and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect or default of the Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, arising out of, or in any way connected with this Agreement, whether said injury or damage occurs either on or away from DISTRICT property, except to the extent that any such liability, loss, damage or expense is attributable to the sole negligence or willful misconduct of DISTRICT. Bidder, at Bidder's, own cost and expense shall defend at DISTRICT's request, any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT Indemnities on any such claim or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT Indemnities in any action, suit or other proceedings as a result thereof.

9. ACCEPTANCE.

Work, assembled and installed pursuant to this Agreement and other Contract Documents shall be subject to inspection and rejection by the DISTRICT. The DISTRICT may reject, at the Bidder's sole cost and expense, any work which fails to meet the Specifications or other conditions of the Contract Documents or which is otherwise defective. Work shall be rejected and shall be promptly replaced by Bidder. No payment shall be required until replacement is complete.

10. WARRANTY.

A. Bidder shall transfer to DISTRICT all of Bidder's rights to and interest to any and all manufacturers' warranties or guarantees for each article of all work related to this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. Bidder shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. Bidder shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT accepts work. All manufacturers' warranties or guarantees shall be in addition to the Bidder's warranty.

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- B. In addition to all manufacturers' warranties and all other warranties implied by law, Bidder warrants that all of the work will conform to the specifications set forth in the Contract Documents; will be suitable for the purpose intended, of good workmanship, quality and material; and free from defect. DISTRICT's inspection, approval, acceptance, use of, or payment for all work shall not affect its warrant rights, regardless of whether a breach of warranty was evident at the time. Bidder shall repair or replace defective work in a timely manner to minimize the disruption to DISTRICT operations but in no event later than thirty (30) days from the date DISTRICT provides Bidder's with notice of such defect. This warranty shall run to the DISTRICT and shall survive acceptance by the DISTRICT.

11. FINGERPRINTING.

- A. Bidder shall comply with all applicable provisions of Education Code Section 45125.1. Bidder will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on Bidder's behalf. Bidder will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. Bidder will provide DISTRICT with a list of all employees providing services pursuant to the Contract Documents.

12. EVENT OF DEFAULT.

- A. Any of the following events shall constitute an event of default ("Event of Default) under this Agreement:
- i. Bidder refuses or fails to perform work;
 - ii. Bidder fails to fulfill or perform its obligations under this Agreement within the specified time, or if no time is specified, within a reasonable time;

- iii. Bidder delivers an item that does not conform to the specifications set forth in the Contract Documents;
- iv. Bidder and/or its employees disregard or violate any federal, state, local law, rule, procedure or regulation;
- v. Bidder institutes proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation;
- vi. Bidder refuses or fails to perform or observe any covenant, condition, obligation or provision of the Agreement;
- vii. DISTRICT discovers that a statement representation or warranty by Bidder relating to the Agreement is false, misleading or erroneous in any material respect;
- viii. For any other justifiable reason at the option and sole discretion of the DISTRICT.

B. Upon the occurrence of an Event of Default, the DISTRICT, at its option and sole discretion, may exercise any one or more of the following remedies:

- i. Upon written notice to Bidder, the DISTRICT may terminate this Agreement in whole or in part;
- ii. Upon written notice to Bidder, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may keep any item that the Bidder has delivered before or after the Agreement's termination or cancellation. The DISTRICT shall pay Bidder the fair value of any work in good condition and that is properly installed;
- iv. The DISTRICT may charge Bidder the amount by which the costs (i) of fabricating or procuring the canceled item from another source and/or (ii) obtaining substitute labor, work or services from another source – exceed the prices specified in the Agreement;
- v. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Bidder's breach of the Agreement or to rescind the Agreement;
- vi. The DISTRICT may exercise any other available and lawful right or remedy. Bidder shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon an Event of Default or in the DISTRICT's exercise of its remedies under the Agreement.

C. Bidder shall bear all losses, costs and expenses resulting to Bidder because of: an unforeseen obstruction or difficulty that Bidder may encounter; the amount, scope, extent, character and/or nature of the work or services is different than what the Bidder assumed; fire; earthquake; casualty; weather; riot; war; epidemic; act of God; or other cause.

13. NOTICES.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

BIDDER:
ADVANCED NETWORKS
OF TEXAS
2910 Commercial Center Blvd –
Suite 103-203
Katy, TX 77494
Mark Morrone
Owner

DISTRICT:
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901
Ryan Di Giulio
Assistant Superintendent, Business Services

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

14. PROHIBITED INTERESTS.

Bidder warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Bidder warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Bidder, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

15. TIME IS OF THE ESSENCE.

Time is of the essence for each and every provision of this Agreement.

16. GOVERNING LAW AND VENUE.

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central DISTRICT of California located in the DISTRICT of Los Angeles, California.

17. ATTORNEY'S FEES.

If either Party commences an action against the other Party, neither legal, administrative nor otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

18. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on the successors and assigns of the Parties.

19. NO THIRD PARTY BENEFIT:

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

20. SEVERABILITY.

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

21. CAPTIONS.

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The captions of the various articles, sections and paragraphs are for convenience and ease of

reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

22. INCONSISTENCIES OR CONFLICTS.

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

23. ENTIRE AGREEMENT.

For purposes of this Agreement the capitalized term "Contract Documents" means and includes the following documents contained in the Bid Packet for: RFP No. 17-1004: the Notice Inviting Sealed Proposals, the Information to Bidders, this Bid Form including the Bidder's completed Bidding Sheet; the General Conditions; Special Conditions; the Specifications/Scope; this Agreement; For purposes of this Agreement, the capitalized term "Specifications" means the specifications attached to the Bid Packet for RFP No. 17-1004 E-rate Hardware and Accessories, Group II – Web Caching System under Section Specifications/Scope. The Contract Documents constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and Bidder prior to the execution of this Agreement.

24. COUNTERPARTS.

This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect.

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

BIDDER: ADVANCED NETWORKS OF TEXAS

By: _____

Ryan Di Giulio

Title: Assistant Superintendent,
Business Services

Date: April 26, 2016

By: Mark Morrone

Print Name: MARK MORRONE

Title: OWNER / MGR.

Date: 04/19/2016

EXHIBIT "C" LABOR

PROVISIONS

The provisions of this Exhibit "C" shall apply to the services and tasks rendered in connection with the delivery, installation and assembly of work. For purposes of this Exhibit "C", the capitalized term "Work" shall be a collective reference to the entire delivery, installation and assembly effort contemplated under RFP No. 17-1004). The Bidder and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

- a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. Bidder and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Vendor and any subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Bidder or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
- b. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., the Bidder and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Bidder is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the DISTRICT Secretary, which copies shall be made available to any interested party on request. The Bidder shall post a copy of said prevailing rate of per diem wages at each job site.
- c. As required by Section 1773.1 of the California Labor Code, the Bidder shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- d. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments whenever filed thirty (30) days prior to the call for bids.
- e. The Bidder shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to DISTRICT, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Bidder shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Bidder is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Bidder and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

- f. Bidder and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Bidder is responsible for ensuring compliance with this section. Bidder and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Bidder on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subsection 8(f), herein, shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by 8(f) the Bidder, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Bidder. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each Bidder shall file a certified copy of the records, enumerated in Subsection 8(f) with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Bidder awarded the contract or performing the contract shall not be marked or obliterated. The Bidder shall inform the DISTRICT of the location of the records enumerated under Subsection 8(f) including the street address, DISTRICT and county, and shall, within 5 working days, provide a notice of change of location and address. The Bidder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Bidders must comply with this Subsection 8(f). In the event that the Bidders fails to comply within the 10-day period, he or she shall, as a penalty to the state or the DISTRICT, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Subsection 8(f) lies with the Bidders.
- g. The Bidders and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Bidder or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Bidder. Pursuant to California Labor Code Section 1777.7, in the event the Bidder willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Bidder shall be

denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- h. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Bidder is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the Bidder, in the sole discretion of the DISTRICT satisfies the DISTRICT of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Bidder may so act, and in such case, the insurance required by this paragraph need not be provided. The Bidder is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and the Bidder shall not commence work, until the Bidder submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Bidder in signing this Contract certifies to the DISTRICT as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Bidder and submitted to the Construction Manager for the DISTRICT's review and records.
- i. In accordance with the provisions of Section 1727 of the California Labor Code, the DISTRICT, before making payment to the Bidder of money due under a contract for public works, shall withhold and retain there from all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the DISTRICT.

END OF DOCUMENT

SUPPLIERS PROPOSAL AND CONDITIONS OF QUOTATION

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B Street
Marysville, California 95901

Hereby invites sealed quotations for the furnishing and supplying of E-Rate Hardware and Accessories.
Closing date: April 5, 2016 @ 11:00 a.m. Said sealed quotations will be accepted up to this time and will be opened at that time on the closing date in the Purchasing Department, located at the above address. All purchase orders and/or contracts entered into hereunder shall be subject to the Special and General Conditions listed on this form and attachments.

SPECIAL CONDITIONS

Price proposal based on General & Special conditions, Information to Bidders, and Specifications/Scope

TO PURCHASING DEPARTMENT
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

In compliance with the call for quotation described above, the undersigned hereby proposes and agrees to furnish and deliver goods, or services in accordance with the terms, conditions, specifications and prices herein quoted as listed in the attached Quotation Form. These prices shall be firm through June 30, 2017.

A certified check, cashier's check or bidder's bond payable to the Marysville Joint Unified School District or cash, is required (), is not required (X), in the amount of ten percent (10%) of the total amount of this quotation is enclosed herewith subject to all of the conditions stated in this form and is given as a guarantee for the faithful execution and performance of any purchase order and/or contract which is awarded to the undersigned on the basis of this proposal.

Discount: Terms of less than 45 days for cash discount will be considered as net. Subject to cash discount of _____ %

Firm: ADVANCED NETWORKS of TEXAS Firm SPIN# 143036711
Address: 2910 Commercial Center Bl. Phone (972) 850-8414
KATY, TX 77494 FAX (281) 676-3631

Contractor's License Number N/A License Expiration Date _____

The above statements are true and are made under penalty of perjury.

Signature: Mark Morrone Date: 4/18/2016
Name Printed/Typed: MARK MORRONE Owner/MGR.

This Supplier is a corporation ☒ partnership ☐ sole proprietorship ☐

LLC

If the Supplier is a partnership, the bid should be signed with the partnership name by one of the partners; if a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation. If the Supplier is a corporation, fill in the following: This corporation is organized and existing under and by virtue of the laws of the State of TEXAS.

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

1919 B Street
Marysville, California 95901

NOTICE INVITING SEALED PROPOSALS

Scaled quotations will be received by a representative of the Board of Trustees, Marysville Joint Unified School District, Attn: Purchasing Dept. / Room 106, at the office of 1919 B Street, Marysville, California, on or before April 5, 2016 @ 11:00 A.M. at which time they will be publicly opened and read aloud for:

E-RATE HARDWARE AND ACCESSORIES

Each quotation shall be made on a form included with the specifications and conditions of quotation; said specifications may be inspected and/or obtained at www.mjUSD.com/bld. Firms submitting proposals must have an E-Rate Service Provider Identification Number (SPIN).

The Board of Trustees, Marysville Joint Unified School District, reserves the right to reject any and all quotes and/or waive any irregularities in any quote received. This project is part of the E-rate program and all bids will be subject to E-rate requirements and timelines.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

Governing Board,
Marysville Joint Unified School District
Yuba County, California

By



Ryan Digiulio
Assistant Superintendent Business Services

P.C.C. 20112 "Notice Calling For Bid"

CDW Government LLC
Purchase Agreement for E-Rate Customers
Bill of Materials, Group III Wireless Lan equipment SOW
Contract #191761
Spin #143005588
FCC Registration #0012123287

This Purchase Agreement for E-rate Customers (this "Agreement") dated as of the date executed by CDW Government LLC (the "Effective Date") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and Marysville Joint Unified School District, a non-profit school or library eligible for Universal Service funding, with offices at 1919 B Street, Marysville, CA 95901 ("Customer").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide twenty to eighty-five percent (20%-85%) discounts to schools and libraries for eligible products and services.

"E-Rate Eligible Products" or "Products" – Products which include but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

"E-Rate Customer" or "Customer" – A non-profit school or library eligible for The Schools and Libraries Program of the Universal FUND, applying for an E-Rate discount on E-Rate Eligible Products.

"Program" - The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC"), and that provides discounts to assist most United States schools and libraries to obtain affordable telecommunications and Internet access.

"SLD" – Schools and Libraries Division, a not-for-profit organization, established by the FCC, to administer the Program for schools and libraries.

"Funding Year" – The specific calendar period, as defined by the SLD, during which the Customer is approved for funding or discounts on E-Rate Eligible Products.

1. TERMS AND CONDITIONS

All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions on CDW-G's website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless explicitly superseded herein.

2. PURCHASE AUTHORIZATIONS**A. E-Rate Status**

Customer represents and warrants that it qualifies as eligible under the Program in order to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. This Agreement is contingent upon evidence of award of E-Rate funding and Customer board approval, if applicable.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible for E-Rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. Form 486 shall be approved by SLD prior to order placement. The Form 486 informs SLD when the Customer and/or the eligible entity that Customer represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive the invoice.

3. ORDERING AND ASSISTANCE**A. Ordering**

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239

Facsimile: Please fax Purchase Orders to your Account Manager

Business Services Department

Approval:

Date: 4/19/16

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLD owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. FOR THOSE PRODUCTS CHANGE AND THAT CHANGE OCCURS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE IF AVAILABLE, UPON SLD'S APPROVAL REGARDING PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS**A. Price**

The Price shall be as stated by Seller's Account Manager in the Product quotation attached hereto as Exhibit I. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer must choose one)**1. Form 474 Service Provider Invoice (SPI) Method**

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% OF THE PRODUCT PRICE IN THE EVENT THAT CUSTOMER PLACES AN ORDER FOR PRODUCTS FOR WHICH SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNTED AMOUNT FOR SUCH PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE THE ORDER FOR PRODUCTS.

Customers that choose to order E-Rate Eligible Products prior to July 1 shall be required to use the BEAR Method.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of

funds, then Seller may immediately cease performance. However, the Customer shall still be liable for any Products that Seller has shipped in addition to any support for which Customer has subscribed and/or purchased prior to Seller's receipt of the Termination Notice. Customer will also pay Seller for any out-of-pocket costs resulting from any such termination.

The term of this Agreement may be renewed at any time upon the mutual signature by Seller and Customer. The renewal shall be based on an extension of funding from the SLD.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

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

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Lake County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both Parties for 10 years after the project completion in accordance with the rules of the SLD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for Funding Year 19 (2016) which begins July 1, 2016 and extends until June 30, 2017.

CDW Government LLC


(Authorized Signature)

Amanda Ewertowski

Printed Name

Title: Sr. Program Manager

Date: 04/15/2016

Customer


(Authorized Signature)

Ryan DiGiulio

Printed Name

Title: Assistant Superintendent

Date:

EXHIBIT I
Quote

Marysville Joint Unified School District

Hardware

| Part Number | Description | List Price | QTY | Net Price | Extended Net price |
|-------------|--------------------------------------|-------------|-----|-------------|--------------------|
| IAP-275-US | ARUBA OUTDOOR WRL55 AP 802.11NAC | \$ 1,995.00 | 4 | \$ 917.70 | \$ 3,670.80 |
| IAP-215-US | ARUBA INSTANT WAP 802.11N/AC 3X3 | \$ 995.00 | 335 | \$ 457.70 | \$ 153,329.50 |
| 7024-US | ARUBA 7024 2X10G BASE-X SFP+ 24X | \$ 5,995.00 | 2 | \$ 2,757.70 | \$ 5,515.40 |
| PC-AC-NA | ARUBA AC POW CORD N.AMERICAN VERSION | \$ - | 2 | \$ - | \$ - |
| | | | | | \$ 162,515.70 |

Licensing

| | | | | | |
|---------|---|----------|-----|----------|--------------|
| LIC-AP | Capacity license to enable support for one Access | \$ 75.00 | 339 | \$ 34.50 | \$ 11,695.50 |
| LIC-PEF | Feature license to enable support for Policy Firewa | \$ 75.00 | 339 | \$ 34.50 | \$ 11,695.50 |
| | | | | | \$ 23,391.00 |

Support

| | | | | | |
|-------------|---------------------------------|-------------|-----|-------------|-------------|
| 7024-US-ER3 | ERATE SPPT FOR 7024-US (3 YEAR) | \$ 1,133.00 | 2 | \$ 1,019.70 | \$ 2,039.40 |
| LIC-AP-ER1 | ERATE SPPT FOR LIC-AP (1 YEAR) | \$ 5.25 | 339 | \$ 4.73 | \$ 1,601.78 |
| LIC-PEF-ER1 | ERATE SPPT FOR LIC-PEF (1 YEAR) | \$ 5.25 | 339 | \$ 4.73 | \$ 1,601.78 |
| | | | | | \$ 5,242.95 |

Installation

| | | | | | |
|--|------------------|--------------|---|--------------|--------------|
| | ACT INSTALLATION | \$ 47,320.00 | 1 | \$ 47,320.00 | \$ 47,320.00 |
| | | | | | \$ 47,320.00 |

| | | |
|--------------|----|------------|
| Licensing | \$ | 23,391.00 |
| Support | \$ | 5,242.95 |
| Installation | \$ | 47,320.00 |
| Hardware | \$ | 162,515.70 |
| Tax 7.5% | \$ | 12,188.68 |
| Shipping | \$ | - |
| Grand Total | \$ | 250,658.33 |

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MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT
1919 B ST
MARYSVILLE, CA 95901
E-rate 470# 160032569

PURCHASE AGREEMENT

AGREEMENT

Between

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

and

GIGAKOM

PURSUANT TO FUNDING BY THE SCHOOLS AND LIBRARIES DIVISION

of

THE UNIVERSAL SERVICES CORPORATION

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 26th day of April 2016, by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT", and GIGAKOM hereinafter called the "Bidder". For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both DISTRICT and Bidder. The capitalized term "Party" may refer to DISTRICT or Bidder interchangeably as applicable.

RECITALS

WHEREAS, DISTRICT is a unified school DISTRICT organized and existing under the California Education Code;

WHEREAS, Bidder has received notice of an award pursuant to E-rate 470# 160032569 for the referenced items under the Bid Proposal. True and correct copies are attached and incorporated in this Agreement as Exhibits "A"

WHEREAS, DISTRICT desires to purchase Aruba support licenses for \$17,356.63 Dollars (Seventeen thousand three-hundred fifty-six DOLLARS and 63/100) contingent upon funding approval by the Schools and Libraries Division ("SLD") the Universal Services Administrative Corporation ("USAC"); and,

WHEREAS, the Bidder agrees to provide the Service in accordance with this Agreement, and Attachments hereto and made a part hereof; and,

WHEREAS, Bidder declares that it is engaged in the same or similar activities for other clients and that

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the DISTRICT is not Contractor's sole client or customer; and,

WHEREAS, DISTRICT evaluated all proposals responding to the DISTRICT's Request for Proposals and posting of its requirements of the SLD web site and determined, based upon lowest cost as the primary factor, that Contractor's Proposal was the best and most responsive; and,

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

1. SERVICES TO BE RENDERED BY VENDORS

Bidder agrees to sell, install or provide the Service, and the DISTRICT agrees to purchase (\$17,356.63)

2. TERM

The Bidder shall provide the Service upon written notice from the DISTRICT and shall proceed in accordance with the Implementation Schedule. All Service, except for maintenance and warranty obligations, if any, shall be concluded no later than September 30, 2017, or 180 days after funding is approved by the SLD, whichever is later. Acceptance or rejection of the Service by the DISTRICT shall be given to Bidder in writing, and shall specify the corrections that need to be made by the Contractor.

3. COMPENSATION AND PAYMENT SCHEDULE

In consideration for provision of the commercially available (Service(s)), the DISTRICT agrees to pay to Bidder between ten and twenty percent (10%-20%) of the amount due for the Service identified in this Agreement, which is dependent on funding by the SLD. This ten to twenty percent payment will be paid to the Bidder within sixty (60) days of receipt of the Contractor's invoice for the Service(s) identified in the Attachment. The additional eighty to ninety percent (80-90%) payment due shall be paid directly to the Bidder by the SLD as provided by the Telecommunications Act of 1996, Federal Communications Commission and SLD rules and regulations. Upon completion of the work and invoice by the DISTRICT, the DISTRICT will file an FCC Form 486 or other appropriate form to pay the Contractor. The price for the order placed by the DISTRICT for Service will be the Contractor's then current published price less any applicable discount. The Bidder understands and agrees that 80-90% of the funds used to purchase the Contractor's Services are provided through the SLD, and that such funds are fixed and not subject to increases by the DISTRICT once such SLD funds are made available to the DISTRICT. Therefore, the Bidder shall not increase said prices during the funding year. SLD funds (also known as Educational rate or "E-Rate" funds) are those funds made available to the DISTRICT by the SLD of the USAC to purchase commercially available telecommunications Equipment and Services. FCC Form 471 will be filed by the DISTRICT to identify the Bidder that executed this Agreement with the DISTRICT to provide the commercially available telecommunications Equipment and/or Services. Before payment is made by the Schools and Libraries Division to the Contractor, the DISTRICT must certify on the "Receipt of Service Notification Form" when the Equipment and/or Service is operational. Upon receipt of the form (Form 486), the Schools and Libraries Division will implement the discount process (payment). The payment(s) will be made directly to the Contractor, provided, however, that the Bidder shall reimburse the DISTRICT for any overpayment for Service provided, work performed or Equipment delivered and installed. Such reimbursement shall be no later than five (5) calendar days after the DISTRICT notifies the Bidder of such-overpayment. If the DISTRICT is not reimbursed within five (5) calendar days, then the DISTRICT may at its discretion, recover any overpayment(s) through offsets to future payments, or through such other means at law or in equity, or by notification to the Schools and Libraries Division to suspend or revoke the Contractor's Service Provider Identification Number ("SPIN"). The DISTRICT will specify

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that the work to be performed will be in phases, provided that the DISTRICT has the right to change its schedule of work that will be performed or delivery of Service upon five (5) days prior written notice.

NOTICE

The DISTRICT shall be liable only for payment of ten to twenty percent (10%-20%) of the amount due for Services(s); it is further provided that in the event that the SLD does not approve funding for the DISTRICT to purchase the Service(s) identified in this Agreement, then this Agreement may be immediately terminated without any further notice whatsoever and neither the DISTRICT nor any member thereof shall have any further obligation under this Agreement.

No guarantee can be given that any or all items of the bid will be purchased, or that the stated amounts will be reached, or that they will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with the actual requirements throughout the contract period.

Due to budget considerations or that the E-rate program is cancelled, Marysville Joint Unified School District reserves the right to re-negotiate costs with the selected vendors. This may also include canceling services and /or scaling back on services, equipment, or bandwidth. Marysville Joint Unified School District reserves that the billable services approved for funding shall not begin until July 1, 2016.

In the event that the DISTRICT may consider to not to expend matching funds after the 2016 budgets have been completed, an FRN may not be requested for one or more of the services requested in this RFP.

Bidder agrees that when duplicate or overpayments are received, said duplicate or overpayments shall be remitted to the DISTRICT. Remittance of overpayment shall take place no later than five (5) calendar days of receipt of such overpayment or within five (5) calendar days of notice by the DISTRICT to Bidder that the overpayment has occurred. Remittance shall be in the form of a check or credit at the DISTRICT's option.

Notwithstanding any other provision, the DISTRICT has the right to terminate this Agreement for business reasons if termination notice is given to Bidder prior to any service being provided.

4. INDEMNITY.

Bidder shall indemnify, defend and hold free and harmless DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (collectively, the "DISTRICT Indemnities") from every claim or demand made, and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect or default of the Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, arising out of, or in any way connected with this Agreement, whether said injury or damage occurs either on or away from DISTRICT property, except to the extent that any such liability, loss, damage or expense is attributable to the sole negligence or willful misconduct of DISTRICT. Bidder, at Bidder's, own cost and expense shall defend at DISTRICT's request, any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT Indemnities on any such claim or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT Indemnities in any action, suit or other proceedings as a result thereof.

5. EVENT OF DEFAULT.

- A. Any of the following events shall constitute an event of default ("Event of Default") under this Agreement:
- i. Bidder refuses or fails to perform work;
 - ii. Bidder fails to fulfill or perform its obligations under this Agreement within the specified time, or if no time is specified, within a reasonable time;
 - iii. Bidder delivers an item that does not conform to the specifications set forth in the Contract Documents;
 - iv. Bidder and/or its employees disregard or violate any federal, state, local law, rule, procedure or regulation;
 - v. Bidder institutes proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation;
 - vi. Bidder refuses or fails to perform or observe any covenant, condition, obligation or provision of the Agreement;
 - vii. DISTRICT discovers that a statement representation or warranty by Bidder relating to the Agreement is false, misleading or erroneous in any material respect;
 - viii. For any other justifiable reason at the option and sole discretion of the DISTRICT.
- B. Upon the occurrence of an Event of Default, the DISTRICT, at its option and sole discretion, may exercise any one or more of the following remedies:
- i. Upon written notice to Bidder, the DISTRICT may terminate this Agreement in whole or in part;
 - ii. Upon written notice to Bidder, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may keep any item that the Bidder has delivered before or after the Agreement's termination or cancellation. The DISTRICT shall pay Bidder the fair value of any work in good condition and that is properly installed;
 - iv. The DISTRICT may charge Bidder the amount by which the costs (i) of fabricating or procuring the canceled item from another source and/or (ii) obtaining substitute labor, work or services from another source – exceed the prices specified in the Agreement;
 - v. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Bidder's breach of the Agreement or to rescind the Agreement;
 - vi. The DISTRICT may exercise any other available and lawful right or remedy. Bidder shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon an Event of Default or in the DISTRICT's exercise of its remedies under the Agreement.
- C. Bidder shall bear all losses, costs and expenses resulting to Bidder because of: an unforeseen obstruction or difficulty that Bidder may encounter; the amount, scope, extent, character and/or nature of the work or services is different than what the Bidder assumed; fire; earthquake; casualty; weather; riot; war; epidemic; act of God; or other cause.

6. PROHIBITED INTERESTS.

Bidder warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Bidder warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Bidder, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7. GOVERNING LAW AND VENUE.

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central DISTRICT of California located in the DISTRICT of Los Angeles, California.

8. ATTORNEY'S FEES.

If either Party commences an action against the other Party, neither legal, administrative nor otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

9. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on the successors and assigns of the Parties.

10. NO THIRD PARTY BENEFIT:

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

11. SEVERABILITY.

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

12. CAPTIONS.

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

13. INCONSISTENCIES OR CONFLICTS.

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

4. COUNTERPARTS.

This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect.

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

BIDDER: GIGAKOM

By: _____

Ryan Di Giulio

Title: Assistant Superintendent,
Business Services

Date: .

By: GigaKOM 

Print Name: Andrej Komatina

Title: CEO

Date: 4-26-2016



**Subscriber Agreement ("Agreement")
made 03/16/2016 between Discovery Education, Inc. ("Discovery") and
MARYSVILLE JOINT UNIF SCH DIST, CA ("Subscriber")**

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming as set forth in the Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 05/13/2016 through and including 05/12/2017.
3. The pricing for this license (the "Fees") shall be as follows (select as applicable):

Discovery Education Streaming PLUS

| Quantity | Description | Price/Year | Total |
|--------------|--|------------|-------------------|
| | Discovery Education Streaming Plus HS License | \$3,150.00 | |
| 1 | Discovery Education Streaming Plus K-8 License | \$2,600.00 | \$2,600.00 |
| Total | | | \$2,600.00 |

4. The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.
5. Subscriber may add schools in the district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "School Notice," and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
7. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, (ii) Discovery's Data Security Policy attached hereto as Exhibit B, and (iii) Exhibit C.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

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8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
9. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
10. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

MARYSVILLE JOINT UNIF SCH DIST

By: _____
(Signature Required)

Title: _____

Printed Name: _____

Date: _____

DISCOVERY EDUCATION, INC.

DocuSigned by:
Joan Kelly Smith
302605174741A

By: _____

Title: SVP - Compliance and Operations

Printed Name: Joan Kelly Smith

Date: March 16, 2016

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C0026FW

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

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Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



EXHIBIT B
DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:



- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

- a. Sanctions: Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.
- b. System Monitoring: Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. Security Oversight: Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. Appropriate Access: Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.
- e. Employee Supervision: Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.
- f. Access Termination: Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

2. Physical Safeguards

- a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.

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- d. **Physical Access:** Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.
 - e. **Physical Identification Validation:** Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
 - f. **Operational Environment:** Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
 - g. **Media Movement:** Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.
3. **Technical Safeguards**
- a. **Data Transmissions:** Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
 - b. **Data Integrity:** Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
 - c. **Logging off Inactive Users:** Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach should occur.

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If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.



**EXHIBIT C
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

WHEREAS, Subscriber and Discovery entered into an Agreement dated 03/16/2016 for the digital curriculum service known as Discovery Education Streaming Plus ("Agreement");

WHEREAS, the Subscriber is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

NOW, THEREFORE, the Parties agree as follows:

1. Any Pupil Records¹ that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education Streaming Plus service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education Streaming Plus service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education Streaming Plus and save in the pupil's personal accounts outside of the Discovery Education Streaming Plus service. Please note however that any pupil-generated content that contains any assets from the Discovery Education Streaming Plus service may only be used in connection with the pupil's right to use Discovery Education Streaming Plus.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit C or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

¹ Pupil Records as defined by AB 1584 include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.



EVENT BOOKING CONTRACT

PLEASE SIGN AND RETURN THIS CONTRACT TO:

Galaxy Mobile DJs
2281 Clearbrook Circle
Roseville, CA 95747

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

Email: matt@galaxymobiledj.com

Website: www.galaxymobiledj.com

Agreement made on 03/10/2016 between
Galaxy Mobile DJs and:

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

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

Deposit of \$0.00 is paid
Printed on 03/10/2016

To provide services for the above client on the date of 06/02/2016 between the hours of 5:00 PM to 9:30 PM for a Middle School to be held at the following location(s):

Joe Seiler in Marysville

Required Deposit of \$0.00.

Business Services Department

Approval: *[Signature]*

Date: 3/23/16

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed: Matt Deth Date: 3/22/14
Galaxy Mobile DJs Representative

Agreed: _____ Date: _____
Client Signature

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Elimination of Classified Staff Due
To Elimination of Particular
Kinds of Service

WHEREAS, District, school site and department personnel have made determinations based on anticipated budget shortfalls and/or lack of work, the governing board is being asked to approve the elimination of particular kinds of service among classified personnel, in order to permit the layoff of classified employees;

NOW, THEREFORE, BE IT RESOLVED, by the Board that:

1. The services set forth in Attachment A (incorporated by reference) shall be eliminated at the close of the 2015-16 school year, OR on the date of the appropriate sixty (60)-day notification, for the 2016-17 school year, pursuant to Education Code Section 45117(b), which provides that employees being laid off due to a lack of work or lack of funds must receive notice sixty (60) days before the effective date of the layoff.
2. The Board has considered anticipated classified employee attrition (resignations, retirements, etc.). Nevertheless, it is still necessary to terminate classified full-time equivalent positions as referenced in Attachment A, and may leave vacant positions unfilled, due to program funding reductions.
3. It may be necessary to retain the services of some classified employees, due to seniority. In doing so, the district will apply the "bumping" process afforded to employees affected by the elimination of these classified positions, and as afforded to them by the collective bargaining agreements and/or memorandums of understanding with their respective bargaining groups.
4. The Superintendent, or designee, is authorized and directed to send notice(s) of non-reemployment pursuant to E.C. 45117(b), to any employee whose services shall be terminated by virtue of this Resolution. Termination will become effective, in accordance with the required 60-day notice procedures.

THIS RESOLUTION was passed and adopted by the Board at a regular meeting held on the 26th day of April 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed and approved by me after its passage.

Bernard P. Rechs, President of the Board

ATTEST:

Jeff Boom, Clerk of the Board

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**CLASSIFIED PARTICULAR KINDS OF SERVICE (PKS)
TO BE ELIMINATED AT THE CLOSE OF THE 2015-16 SCHOOL YEAR
AND/OR WITH APPROPRIATE SIXTY (60)-DAY NOTICE**

| Service | Full Time Equivalent |
|---------------------------------------|----------------------|
| Literacy Resource Tech | 1.50 |
| Secondary Student Support Specialist | 1.50 |
| Elementary Student Support Specialist | 1.50 |
| Bilingual Para-Educator | 1.32 |
| Para-Educator | 6.25 |
| | |
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| | |
| Total | 12.07 FTE |

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**GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION No. 2015-16/23**

**RESOLUTION TO ADOPT UNIFORM PUBLIC CONSTRUCTION COST
ACCOUNTING PROCEDURES
(Section 22000, et seq. of the Public Contract Code)**

WHEREAS, the Governing Board ("Board") of the Marysville Joint Unified School District ("District") seeks to become subject to the Uniform Public Construction Cost Accounting Act (codified in Public Contract Code Section 22000 et. seq., referred hereinafter as the "Act") in order to utilize the bidding procedures therein;

WHEREAS, the Board must adopt a resolution to become subject to the Act, pursuant to PCC § 22030;

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies such as the District.

NOW, THEREFORE, BE IT RESOLVED, The Board hereby elects under PCC § 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs the necessary employees of the District to notify the State Controller forthwith of this election.

The foregoing resolution was adopted by the Governing Board of the Marysville Joint Unified School District at its regularly held meeting on April 26, 2016.

AYES:

NOES:

ABSENT:

ABSTAINED:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Attest:

Bernard P. Rechs, President

Gay S. Todd, Secretary to the Board

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

| | | |
|--|---|----------------|
| In the Matter of Adopting Development |) | |
| Fees on Residential and Commercial and |) | RESOLUTION |
| Industrial Development to Fund the |) | NO. 2015-16/24 |
| Construction or Reconstruction of School |) | |
| Facilities |) | |

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter "fee" or "fees"), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter "development"), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, this Board has previously resolved to levy fees on development projects pursuant to this authority; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased in 2000 and every two years thereafter according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board "SAB" and to become effective at its January meeting; and

WHEREAS, the SAB at its February 24, 2016 meeting, set the maximum fee to \$3.48 per square foot for residential development and to \$0.56 per square foot for commercial/industrial development; and

WHEREAS, the new Fees are an increase of what is currently being collected by Marysville Joint Unified School District. A copy of the Study is attached hereto, marked Exhibit "A," and incorporated herein by this reference; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

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NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by this Board as follows:

1. The foregoing recitals are true and correct.
2. This Board approves and adopts the Study and recommendation of the District Superintendent, or designee, to levy fees in the maximum amounts authorized on new residential, commercial and industrial development that occurs within the District, and based upon the Study and recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings:

A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District;

B. The construction or reconstruction of school facilities is necessary to create updated, adequate, appropriate classroom space and academic support facilities for the following reasons:

(1) New residential and commercial and industrial development is projected to occur within the District within the next five years which will generate additional school-aged children;

(2) Additional students projected from new development will impact and increase the need of the District to create updated, adequate, appropriate classroom space and academic support facilities.

(3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be housed without upgrading existing school facilities, ultimately making reconstruction or modernization of such facilities necessary;

(4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the projected student population.

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(5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.

C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District;

D. The District has no, or limited local revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;

E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed;

F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees;

G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:

A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of \$3.48 per square foot of assessable space as such space is defined in Government Code § 65995(b)(1).

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B. To levy a fee on categories of new commercial or industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum amount currently authorized by law of \$0.56 per square foot of chargeable covered and enclosed space as such space is defined in Government Code § 65995(b)(2), except for Rental Self-Storage projects in which a fee of \$0.14 per square foot is justified.

4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution.

5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping, and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to

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certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.

8. Pursuant to Government Code section 66001(d), the Superintendent or the District's designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or the District's designee shall report to this Board which shall either make the findings required by section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).

9. Pursuant to Government Code section 66001(e), the Superintendent or designee, shall advise this board whenever it appears sufficient fees have been collected to complete financing on incomplete public improvements that have been identified in the Study. This board shall then make a determination whether or not sufficient fees have been collected for a particular project, and when a determination is made by this board that sufficient fees have been collected, this Board shall identify, within 180 days of the determination, an approximate date by which the construction of the public improvement will be commenced, or shall refund the fees as provided in said section, unless the provisions of section 66001(f) are deemed to apply.

10. The fees adopted herein are effective sixty (60) days after the approval of this Resolution unless the School Board states this is an urgency due to the significant needs and impacts of the impending new housing developments and there is a 4/5ths majority vote, to cause that the imposition of fees shall take effect thirty (30) days after the date of this Resolution.

11. The Superintendent or the District's designee is hereby authorized and directed to do the following:

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A. As required by Government Code § 66006(a), to establish a separate capital facilities fund (herein "Fund") into which the fees received by the District shall be deposited and shall not be commingled with other revenues and funds of the District. The fees, and any interest earned thereon, shall be expended only for the purpose of funding the construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.

B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential and commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.

C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this of April 26, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary-Board of Trustees

Bernard P. Rechs
President- Board of Trustees

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