



**Subscriber Agreement ("Agreement")
made 04/17/2015 between Discovery Education, Inc. ("Discovery") and
CEDAR LANE ELEMENTARY SCHOOL, 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 08/21/2015 through and including 08/20/2016.
3. The pricing for this license (the "Fees") shall be as follows:

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 to Discovery within 30 days of receipt of invoice.
5. 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.
6. 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 and Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.
7. 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.
8. 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.



EXHIBIT A
LICENSED SCHOOLS

DISCOVERY EDUCATION SCHOOL INFORMATION REQUIRED				
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	PLUS
CEDAR LANE ELEMENTARY SCHOOL	1919 B ST, MARYSVILLE, CA 95901	K - 06	557	X

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

65

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).



9. 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.

CEDAR LANE ELEMENTARY SCHOOL

DISCOVERY EDUCATION, INC.

By: _____
(Signature Required)

Title: Superintendent

Printed Name: Gay TODD

Date: 8/25/15

DocuSigned by:
Joan Kelly Smith
By: 3226106F7A7741A

Title: SVP - Compliance and Operations

Printed Name: Joan Kelly Smith

Date: August 14, 2015

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C00212G

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8148

ESCHEMAN CONSTRUCTION Time Materials Log

A	B	C	D	F	G	H	I	J	K	L
1	Project: 8148 (CO 2)									
2	Line Item Description	Name	Contact Information:							
3	1 Change Order 2 (Cat 6 cable for telemetry)	Street	Marysville Joint Unified Sch						Page No.	Bid Date
4	Contract Number:	City	1919 B St	P.O. Box					0	1
5		State	Marysville,	State	CA					
6		Zip	95901	Phone					0	
7		Email							0	
8		Labor Hours								
9										
10										
11	150 LF of 2" sch. 40 Conduit		Lf			150.00	1.50		1	225.00
12	Ridge 18" sweeps 2"		ea			2.00	20.00		1	40.00
13	2" nipples for the sweeps		ea			2.00	20.00		1	40.00
14	Mis fittings/ Primary and secondary pull rope.		ls			1.00	250.00		1	250.00
15	Shipping & Handling		ls			1.00	250.00			250.00
16	Saw Cutting the AC wider for the re-alinment of the new conduit to vier over to the south side of the down spout drain. Paving back the additional area									
17	Labor to lay the conduit and attach to the controller and the east side of the school building	15	hr				68.13	15%		1,021.95
18										0.00
19										0.00
20										0.00
21	All Phase electric to extend the 2" ridge couduit on the outside of the school building from my ridge nipple stubed above ground to the MDF at the office. 2 Nema 3R cans to penetrate through the wall of the kitchen. Cat 6 outside plant cable extending from the controller to the MDF at the office.		LS			1.00	2950.00	15%		2,950.00
22										0.00
23										0.00
24										0.00
25										0.00
26										0.00
27										0.00
28										0.00

ESCHEMAN CONSTRUCTION Time Materials Log

A	B	C	D	E	F	G	H	I	J	K	L
29											0.00
30											0.00
31											0.00
32											0.00
33											0.00
34											0.00
35											0.00
36											0.00
37											0.00
38											0.00
39											0.00
40											0.00
41											0.00
42											0.00
43											0.00
44											0.00
45											0.00
46											0.00
47		Hours				Surcharge Amount			Line Item Amount	CA TAX Amount	SUB TOTAL
48									595.79	555.00	5,276.95
49		15				0.00					
50						Profit & Overhead		Insert percent	15%		791.54
51						Fuel					
52						Surcharge		Insert percent			0.00
53						Line Item Markup					595.79
54						CA TAX		Insert percent	7.50%		41.63
55						(Linked)		Item #	Unit	Quantity	
56						Unit Price		1 LS		1	6,705.9100
57						TOTAL		Rounded # .00		6705.91	6,705.91
58						Credits and Payments.					
59						Page 1 Total					6,705.91
60						Page 2 Total					0.00
61						Page 3 Total					0.00
62						Grand Total					6,705.91

Eschelman Construction

P.O. Box 607
Brownsville, Ca. 95919
Office 530-675-2323
Fax 530-675-2325

Lic. #357520

8148
Foothill

Proposal Submitted To: ESTIMATING DEPARTMENT		Project Name And Location	
Name	Marysville Joint Unified Sch	Name	Foothill Wastewater Sys
Street	1919 B St	Street	5351 Fruitland Rd.
City	Marysville,	City	Loma Rica
State	CA	State	Ca
Zip	95901	County	Yuba
Phone		Date	07/26/15
Project #	8148 (CQ 2)	Pages	1
Wage Class		Addendums	
Engineer: VonGeldren	Architect:	Owner:	MJUSD

We hereby propose to furnish labor and materials for this project all or in part. See attached line items.

We are a non-union company.

Inclusions:

Item 1 Extending a Cat 6 cable from the Septic Controller to the MDF at the Office. The cable will be used instead of wireless as the contract states. Using the existing SS trench from the east side of the building to the Controller, with 2" pvc sch 40 conduit, ridge conduit extending above ground. At the school building we will saw cut the AC, excavate and align the new conduit on the south side of the existing down spout drain. This will allow the ridge conduit to extend on the outside of the building to access the crawl space over the kitchen, with out encumbrances.
The ridged conduit shall be attached with Unistrut channel and straps, 2 Nema 3R cans, Hole through the concrete wall to the crawl space over the kitchen, pulling Cat 6 outside plant cable from the controller to the MDF at the office. Wire length 250 LF.

Exclusions:

Permits, surveying, staking, blasting, hyd rock breaker, testing, erosion control, RETENTION.
Painting, sheetrock removal, concrete removal or replacement. (except for asphalt concrete)

All material is guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted above (or attached) work and completed in a substantial workmanlike manner.

Deposit Amount prior to starting:

Bid Total: \$6,705.91

Amount Paid

Balance paid upon completion unless otherwise stated.

\$6,705.91

Respectfully Submitted

Jim Eschelman, President

Lance Barlean, Project Manager

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal: All of the prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments(s) will be made as outlined above.

Signature:

Title:

Date:

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM SUPPLEMENTAL MATERIALS**

DATE: August 25, 2015

SUBJECT: Approve change order 1 for the South Lindhurst Portable Addition

The summary below is intended to provide additional details related to the SLHS portable addition project.

- | | |
|---|--------------------|
| 1. Unforeseen underground Utilities (time and materials): | \$ 2,910.49 |
| 2. New feeder conduit and electrical connections: | \$ 2,265.63 |
| 3. DSA required ADA Accessibility Improvements: | <u>\$ 8,900.00</u> |
| | \$14,076.12 |

Item 1 above – unforeseen utilities: at some point in the past a sewer and water line was installed (not indicated on any as built that we could locate) the sewer line was vacated but not removed. The unknown and existing water line was hit and subsequently repaired. Both items were located in the footprint of the new building. BRCO staff provided more man hours and incurred some delay and added costs due to this surprise utility and these overall items were minimized due to support from M&O staff and in coordination with facilities and BRCO staff.

Item 2 above – feeder conduit and electrical connections: when the project was designed electrical capacity was available. At some point between design and mid-summer it was tapped into and utilized for some other purpose; therefore, necessitating additional time and materials via BRCO's subcontractor for the new portable project.

Item 3 above – ADA accessibility Improvements: the ADA ramp at the main SLHS entrance from the front parking lot is non compliant with current standards (it slightly exceeds the 2% or less slope/cross slope). In order to make this area compliant a total of three panels of sidewalk plus some curb and gutter must be removed and re poured in order to pass DSA inspections and current requirements. Added time and materials includes: (1) added concrete saw cutting, removal and haul off, (2) prep of grade and forms, (3) pouring flatwork, curbs, and truncated domes, and (4) more base and concrete materials.

Recap of the hard costs:	
Board approved contract amount:	\$204,000.00
<u>Change Order 1:</u>	<u>\$ 14,076.12</u>
New Total hard Costs:	\$218,076.12
Percentage increase c/o #1: (above approved low bid amount):	6.9%

This change order funded general funds (fund 01).

Additional details and a photo of the various items above are attached for reference.

Item 1



#3-Underground Work due to conflicts

Project: South Lindhurst Portable Project

COR #: 3- Underground Conflicts

Description	Hrs/Days	UOM	Quantity	Rate	Extension	Notes
LABOR						
Operator	6.5	HRS	3	78.70	\$ 1,534.65	
Labor	6.5	HRS	1	59.19	\$ 384.74	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	1,919.39	
EQUIPMENT						
Pick Up Truck	6.5	HRS	1	15.00	\$ 97.50	
CAT Mini Excavator	6.5	HRS	1	50.00	\$ 325.00	
210 Skiploader	2	HRS	1	40.00	\$ 80.00	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	502.50	
MATERIAL						
Pace Materials	1	LS	1	108.98	\$ 108.98	See Attached Quote
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	108.98	
SUBCONTRACTORS						
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	-	
SUBTOTAL				\$	2,530.87	
Markup - Labor	%	15.0		\$	287.91	
Markup - Equipment	%	15.0		\$	75.38	
Markup - Material	%	15.0		\$	16.35	
Markup - Subcontractors	%	10.0		\$	-	
TOTAL				\$	2,910.49	

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pg 1 of 5

BRCO Constructors, Inc.

P.O. Box 367 • Loomis, CA 95650 • CA License No. 511602 • Telephone (916) 652-3868 • Fax (916) 652-3922

Time & Materials Invoice

Date: 6-9-2015

Job Name: S. Lindhurst H.S. Portables

Subcontractor: _____

T & M Tag #: 1

Complete: Yes / (No)

COR #: _____

Owner's Document #: _____
(RFI, ASI, etc.)

(2)

Name	Description of Work	Materials and/or Equipment	Hours Worked
Bryce W. Aesch			2 1/2
Sean			2 1/2
Ben	at 3pm hit a 1 1/2 pvc		2 1/2
clay	inside the foot print of the pad		2 1/2
	with the hub of the shawl		
	district got the water shut off		
	exposed the water line		
	permed out the water, parts		
	run to place made the		
	repairs, let Give try then	parts from piece in the 8/21/15	
	turned water line's back on		
	Made sure the firm animals		
	water was back	truck & tools	
		305 cat mini excavator	
		26 Le	

*** All time must be verified DAILY with jobsite superintendent. Signed sheets must be submitted with subcontractor billing. ***

SUPERINTENDENT / Verification of Time Only

INSPECTOR [Signature]

Item 1

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P.O. Box 367 • Loomis, CA 95650 • CA License No. 511602 • Telephone (916) 652-3868 • Fax (916) 652-3922

Time & Materials Invoice

Date: 6-10-2015

Job Name: S. Lindhurst H. S. Portale

Subcontractor: _____

T & M Tag #: 2

Complete: Yes / ~~No~~

COR#

Owner's Document #: _____
(RFI, ASI, etc.)

[illegible]

***All time must be verified DALL Y with jobsite superintendent. Signed sheets must be submitted with subcontractor billing ***

SUPERINTENDENT / Verification of Time Only

INSPECTOR

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Item 1



P.O. Box 6407
Rohnert Park, CA 94927-6407
Branch Contact: 530-673-0790 Fax 530-673-0793
Accounting & Credit: 855-306-5689

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
06/10/15	06/10/15	082815689	1

INVOICE

CUST# (01476-00)
BRCO CONSTRUCTION
P.O. BOX 367

LOOMIS, CA 95650

BRCO CONSTRUCTION
5900 KING ROAD
LOOMIS, CA 95650

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CUSTOMER PURCHASE ORDER 1581	JOB NAME 1581	SHIPPED VIA PICK UP		TERMS 2%10TH NET 25TH	TAXABLE ITEMS	
PART/DESCRIPTION		ORDER	SHIP	LIST	MULT	EXTENSION
PFFC2 2 PVC 40 SOC COUPLING 429-020		2	2	0.87	NET	1.74 Y
RMC5112.385 CPLG STEEL 2"*5"		1	1	51.15	NET	51.15 Y
TCHRHGGQT RED HOT BLUE GLUE T CHRISTY QT		1	1	33.32	NET	33.32 Y
PVPSCH402 PIPE SCH40 PVC 2		20	20	75.84	NET	15.17 Y
<div>15 POSTED 12:50 PM</div> <div>BR</div>						
<div>RECEIVED</div> <div>JUN 15 2015</div> <div>BRCO CONSTRUCTORS, INC.</div>						
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS 101.38	TAX% 7.500	SALES TAX 7.60	SHIPPING & HANDLING 0.00	OTHER CHARGES 0.00
INVOICE TOTAL						108.98

Pg 40+5

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Item 1

***** PICK/PACK LIST *****

S
H PACE SUPPLY - YUBA CITY
I 717 BRIDGE ST.
P YUBA CITY, CA. 95991
P TEL: 530-673-0790
E FAX: 530-673-0793
R

PAGE # : 1
ORDER # : 082815689
ORD DATE: 06/09/15
REQ DATE: 06/09/15
ORD TYPE: REGULAR
P/TIME : 04:12PM
P/DATE : 06/09/15

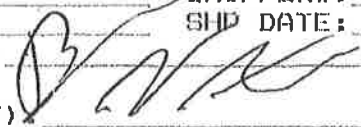
SHIP VIA : PICK UP
FRT TERMS: BEST WAY
CUST POW : 1581
W/BY : H. SCOTT SHIR
TERMS : 2%10TH NET 25
JOB NAME : 1581
ORDERED BY: BRICE

B
I 01476-00
L BRCD CONSTRUCTION
L P.O. BOX 367
LOOMIS, CA 95650
T
D

S
H 01476-00
I BRCD CONSTRUCTION
P 5900 KING ROAD
LOOMIS, CA 95650
T
D

PHONE# 916-652-3860

LN#	QTY-SHP	QTY-ORD	PART NUMBER / DESCRIPTION	LOCATION..	UM	PRICE...	EXTENDED
1	2	2	PFPC2 2 PVC 40 SOC COUPLING 429-020	010503D	EA		
2	1	1	RMC5112.385 CPLG STEEL 2"*5"	010717B	EA		
3	1	1	TCHRH00T RED HOT BLUE GLUE T CHRISTY QT	0310 010614E	EA		
4	20	20	PVPSC402 PIPE SCH40 PVC 2	1021 1009	C		

\$SHIP&HANDLING: _____ SHIPPER#: _____ CARTON QTY: _____
WEIGHT : _____ SHIP DATE: _____ PULLED BY : _____
CUSTOMER SIGNATURE:  _____
CUSTOMER NAME (PRINT): _____

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pg 5 of 5



Item 2:

#4-New Feeder Conduit Installed

Project: South Lindhurst Portable Project

COR #: 4- New Feeder Conduit Installed

Description	Hrs/Days	UOM	Quantity	Rate	Extension	Notes
LABOR						
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	-	
EQUIPMENT						
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	-	
MATERIAL						
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	-	
SUBCONTRACTORS						
Electrical Sub	1	LS	1	2,059.66	\$ 2,059.66	See Attached Invoice
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	2,059.66	
SUBTOTAL				\$	2,059.66	
Markup - Labor	%	15.0	\$	-		
Markup - Equipment	%	15.0	\$	-		
Markup - Material	%	15.0	\$	-		
Markup - Subcontractors	%	10.0	\$	205.97		
TOTAL				\$	2,265.63	

Item 2

Alessandro

ELECTRIC INC.

Proposed Change Order			
Project:	South Lindhurst	PCO #:	3 ASI
		DATE:	7/8/15 RFI

The reason for this Change Request is: (check one and fill in the blanks)

☐ This responds to a CM-issued Proposed Change Order/Request for Proposal

☐ Scope has changed due to a response to Request for Information (RFI) #

☐ OTHER: _____

DESCRIPTION OF CHANGE:

Feeder conduit was not existing and had to be trenched and installed.

Requested Cost Change: \$2,059.66

Requested Schedule Change: Increase / Decrease: 1 calendar days.

Contractor Signature: *Clint Almaraz* Date: 7/8/15

☐ Accepted
(PCO/WO to follow)

☐ Resubmit per comments
(Use same CR #)

☐ Rejected
(See Comments)



④

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Item 2

Job ID: JOB-01938
Project: SOUTH LINDHURST HS RELOCATABLE



CO: CO-0003: Existing underground conduit

Top Sheet Report

8 Jul 2015 20:29:10

Tax Rate status: Default

Bid Name: EXISTING UG CONDUIT

Bid Template: BASIC CHANGE ORDER

Description	Column 1	Column 2
DIRECT LABOR HRS	16.09	
DIRECT LABOR DOLLARS		1,222.87
INDIRECT LABOR HRS		
INDIRECT LABOR DOLLARS		
LABOR TAX		
MATERIAL DOLLARS		247.13
QUOTES DOLLARS		
MATERIAL & QUOTE TAX		21.01
DJC		
SUBCONTRACTS TOTAL		
EQUIPMENT TOTAL		300.00
EQUIP/SUBCONTRACT TAX		
OVERHEAD TOTAL		268.65
PROFIT TOTAL		
MISC TOTAL		

Bid Memo:

Bid Total: 2,059.66

Alessandro Electric Inc.

4009 Vista Park Ct.
Sacramento, CA 95834

Phone: 916-283-6966
Web: www.alessandroelectric.com

ConEst Software Systems

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Pf3044

Job ID: J05-01938
Project: SOUTH LINDHURST HS RELOCATABLE

CO: CO-0003: Existing underground conduit

Summary by Item Number

8 Jul 2015 20:28:33

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Labor Unit	Lab Result
10003	1 1/4	GRC	M	10	FT	2.9839	29.84	0.0800	0.80
10009	1 1/4	EMC SCH 40	M	60	FT	0.5298	31.79	0.0456	2.74
10201	1 1/4	CONDUIT CUT & THREAD	M	2	EA	1.3000	2.60	0.4500	0.90
20142	1 1/4	GRC 90-DEG ELBOW	M	1	EA	8.6428	8.64	0.6000	0.60
30029	1 1/4	GRC COUPLING	M	1	EA	2.7070	2.71	0.2300	0.23
30333	1 1/4	PVC FEMALE ADAPTER	M	1	EA	0.4562	0.47	0.2000	0.20
30390	1 1/4	GRC LB CONDUIT BODY	M	1	EA	24.3230	24.32	1.0000	1.00
40030	OUNCE	PVC (GLUE) CEMENT	M	3	OZ	1.1328	3.40	0.0108	0.03
40119	1 1/4	LOCKNUT	M	3	EA	0.2551	0.77	0.2500	0.75
40131	1 1/4	SEALING LOCKNUT	M	1	EA	7.3744	7.37	0.2000	0.20
40175	1 1/4	PLASTIC BUSHING	M	1	EA	0.1707	0.17	0.2000	0.20
40227	1 1/4	GND BUSHING INSULATED	M	1	EA	14.3477	14.35	0.3500	0.35
100791	1"	10MIL WRAP TAPE	M	2	FT	0.0655	0.13	0.0000	0.00
240006	1 1/4	GRC STRUT CLAMP GALV	M	1	EA	0.9666	0.97	0.0400	0.04
390124	12" x 30" DEEP	BACKHOE TRENCHING	E	60	FT	0.0000	0.00	0.0346	2.08
390147	12" x 30" DEEP	BACKHOE BACKFILL TRENCH	E	60	FT	0.0000	0.00	0.0810	4.86
390257	3"	RED TRENCH CAUTION TAPE	M	60	FT	0.0436	2.61	0.0036	0.22
390395		SAND	M	3	YD	39.0000	117.00	0.3000	0.90
Phase/Group totals:						247.13			16.09
Job totals:						247.13			16.09

Alessandro Electric Inc. 4009 Vista Park Ct.
Sacramento, CA 95834

Phone: 916-253-6935
Web: www.alessandroelectric.com

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Item 3



PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: PA 74
Date of Project Authorization: August 12, 2015
District Program No: 8164
Architect's Project No.: 2015-TBD

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated 10th of February, 2015 by and between the Marysville Joint Unified School District and Rainforth - Grau - Architects (hereinafter referred to as the 'Agreement'), and is considered as an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Rainforth - Grau - Architects (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name: MHS Nutritional Services Kitchen Modernization
1.2 Location(s): Marysville High School

2. SCOPE OF WORK / BUDGET / SCHEDULE

- 2.1 Work Statement: Removal of existing evaporative cooling makeup air system and one exhaust fan for the kitchen hood which are not currently functioning properly or effectively and replaced with new evaporative makeup air system and exhaust fan. The original fire suppression system (Ansel system) for the hood will be upgraded and modernized to meet current code and increase safety. Currently the Ansel system covers 25% of the hood and will be increased to provide 100% coverage.

- | | | |
|---------------------|----------------|-----------------|
| 2.2 Initial Budget: | Construction | \$100,000 |
| | Soft Costs 45% | <u>\$45,000</u> |
| | Total Project | \$145,000 |

- 2.3 Preliminary Schedule Milestones:

Construction Documents	September – October
DSA Review and Approval	November – February 2016
Bidding	March – April
Construction	June 7 th – July 26 th

3. ARCHITECT'S SERVICES & CONSULTANTS

- 3.1 The Architect shall provide basic services for the following phases of Services:

<input type="checkbox"/>	Pre-Design
<input type="checkbox"/>	Site Analysis
<input checked="" type="checkbox"/>	Schematic Design
<input checked="" type="checkbox"/>	Design Development
<input checked="" type="checkbox"/>	Construction Documents
<input checked="" type="checkbox"/>	Bidding and/or Negotiation
<input checked="" type="checkbox"/>	Construction Administration
<input checked="" type="checkbox"/>	Post-Construction
<input checked="" type="checkbox"/>	Commissioning

- 3.2 The Architect shall provide the following consultant services as part of the base fee:

<input type="checkbox"/>	Civil Engineer
<input type="checkbox"/>	Structural Engineer
<input checked="" type="checkbox"/>	Mechanical/Plumbing Engineer

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

☒ Electrical Engineer
☐ Cost Estimating
☐ Food Service Consultant

3.3 The Architect shall provide the following consultant services as additional fee (fee basis to be identified herein):

☐ Theater Consultant
☐ Audio/Visual Consultant
☐ Acoustic Engineer/Designer
☐ Traffic Engineer
☐ Pool Consultant

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.
- 4.2.1 For Architect's Services, compensation shall be computed as follows:
Stipulated Sum: Compensation as a Stipulated Sum shall be \$27,000
- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.
- 4.2.4 The ARCHITECT'S Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated in the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services:

None

5.2 Special provisions for this project include:

Proposal and fee is based on existing utilities to service new systems. Extensive upgrades to structural systems of utility serviced will be considered additional services.


This Project Authorization is hereby approved, with the listed consultants, if any in Sections 3.2 and 3.3

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

Gay Todd, Ed.D
Superintendent
Date: _____

Rainforth ■ Grau ■ Architects
c:\users\td.rga\desktop\project auth mhs kitchen hood.doc

A Professional Corporation
2407 J Street, Suite 202
Sacramento, CA 95816


Timothy R. DeWitt, C-23405
Principal Architect
Date: 8/12/2018

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**Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on _____, 201_ by _____
(board approval date)
and between Voltage Specialists, hereinafter called the CONTRACTOR and the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

Ten thousand three hundred ninety dollars and 00/100 Dollars (\$10,390.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C10/C16. This contract shall commence upon board approval or after estimated (08/26/2015) with work to be completed within sixty (60) consecutive days and/or by October 2, 2015.

(Check contractor license classification appropriateness at:

<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>

and contractor license status at:

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).

3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS: (Describe in detail the scope of the proposed project and materials to be furnished)

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



NONCOLLUSION AFFIDAVIT

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

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

Noncollusion Affidavit

Attachment B – Terms and Conditions (5 pages)
Attachment D – Criminal/Fingerprinting Certification
Attachment E – Prevailing Wage/Labor Compliance
Attachment G – Proof of Registration with DIR
Attachment I – W-9

Attachment A - Contractor Certification
Attachment C - Workers' Compensation Certificate(s)
School Safety Act Provisions
Attachment F – Form 550
Attachment H - Certificates of Insurance (COI/VI)
Exhibit A – Scope/Work Specifications

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

License No: 880652; Classification: C10/C16; Expiration Date: 07/31/2016

TAX IDENTIFICATION

20-4426668
Employer Identification Number

(District Use Only: License verified by: Cynthia Jensen Date: 08/12/2015)

Fill in at time of preparation – District Staff

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Service Provider Name and address: Voltage Specialists, 5031 Foster Rd., Paradise, CA 95669

Print Name of Providers Authorized Signature Name and Title: William L. Bunch, Jr. Owner

Authorized Signature: [Signature] Date: 8/13/15 Email: lowvolt@abcglobal.net

Digitally signed by William Bunch Jr.
DN: cn=William Bunch Jr., o=, email=lowvolt@abcglobal.net, c=US
Date: 2015.08.13 12:27:55 -0700

Accepted by District: _____

Dr. Gay Todd, Superintendent of Schools

Date: _____

Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name of Service Provider(s) employee(s):

1. Bill Bunch
2. Jim Lang
3. _____

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

Dated: 8/13/15

Voltage Specialist

(Service Providers Company Name)

Digitally signed by William Bunch Jr
DN: cn=William Bunch Jr, o, ou,
email=will@voltage-specialists.com, c=US
Date: 2015.08.13 12:28:24 -0700

(Service Providers Signature)

Owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B TERMS AND CONDITIONS

WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation 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,



Marysville Joint Unified School District

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

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

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 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 conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 08/13/2015 consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

Digitally signed by William Bunch Jr.
DN: cn=William Bunch Jr., o=ms,
email=bill@voltagerepairs.com, c=US
Date: 2015.06.13 12:29:04 -0700

Service Providers Signature, Contractor's Authorize Representative

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

(In accordance with article 5 (commencing at section 1880), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

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

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: LHS Exterior PA Repair/Replacement,
between the Marysville Joint Unified School District ("District" or "Owner") and Voltage Specialist
("Contractor" or "Bidder").

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

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

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

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

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

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

Service Providers/Contractors Company Name: Voltage Specialists

Title: Bill Bunch, Owner

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



Marysville Joint Unified School District

ATTACHMENT D Continued:

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

- ☒ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).
- ☐ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
- ☒ Installation of physical barrier at the work site to limit contact with pupils.
 - ☒ Surveillance of employees of the Contractor by school personnel.
 - ☒ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Service Providers Supervisor's Name: Bill Bunch Owner
Tax Id number (if applicable – do not include ss#s): 20-4425558
- ☐ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
- ☐ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

Signature: [Signature] Title: Director of Facilities Date: 08/13/2015
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable. Fill in at time of preparation - District Staff Only Signature Above.

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

(Remainder of the page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

**PROJECT NAME OR CONTRACT NO.: LHS Exterior PA Repair and Replacement,
Marysville Joint Unified School District (the "District" or the "Owner") and Voltage Specialist (the
"Contractor" or the "Bidder").**

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

Date: 8/13/15

Proper Name of Contractor: William L. Bunch Jr. Voltage Specialists

Signature:

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

Digitally signed by William Bunch Jr.
DN: cn=William Bunch Jr, o=VLS,
email=bill@voltagepecialists.com, c=US
Date: 2015.08.13 12:39:36 -0700

Print Name: William L. Bunch Jr.

Title: Owner

(Remainder of the page left blank intentionally)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

William L. Bunch, Jr.

Business name, if different from above

Voltage Specialists

Check appropriate box: ☒ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

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

5031 Foster Road

City, state, and ZIP code

Paradise, CA 95969

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

5 6 5 4 3 4 2 9 8

OR

Employer identification number

2 0 4 4 2 5 5 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

8/13/15

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7(a) for additional information.

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

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

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



VOLTSPE-01

TENUTOE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2015

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

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

PRODUCER License # 0E67768 IOA Insurance Services 2180 Harvard Street Suite 400 Sacramento, CA 95815	CONTACT NAME: PHONE (A/C, No. Ext): (916) 692-7000 FAX (A/C, No.): (916) 473-1797 E-MAIL: ADDRESS:
INSURED Voltage Specialists 5031 Foster Road Paradise, CA 95969	INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company NAIC # 25011 INSURER B: American Fire & Casualty Company 24066 INSURER C: Zurich American Insurance Company of Illinois 27855 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	WPA103036303	03/22/2015	03/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAA1656296001	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC966025504	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Various school locations for maintenance and inspections

Marysville Joint Union School District is additional insured where required by written contract per General Liability form CG 2010 (07-04) & CG 2037 (07-04) included on the insured's policy.

CERTIFICATE HOLDER

CANCELLATION

Marysville Joint Union 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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POLICY NUMBER: WPA1030363 02

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

POLICY NUMBER: WPA1030363 02

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as required by written contract and effective during the policy period as stated in the policy declarations.	<p>Blanket as required by written contract.</p> <p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the Additional Insured's negligence or solely the Additional Insured's responsibility.</p> <p>This insurance also does not apply to any structure with an intended occupancy of a private residence, not including apartments.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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Marysville Joint Unified School District

**Attachment I:
Proof of Annual Registration with DIR by Contractor/Service Provider**

(Note: Insert as an object or merge and combine pdf's or scan)

(Remainder of page left blank intentionally)

**VOLTAGE SPECIALISTS DIR REGISTRATION #1000014195
WILLIAM L BUNCH JR.**

Voltage

Phone: (530) 624-4514 fax: (530) 872-3586

Specialists

State of Calif. Fire / Life Safety #:113568

Calif C-10 Lic #: 880862

Nicet #: 87630

Life Scan certified personnel

Date: 7-15-15 (revised 8-12-15)

REFERENCE: MJUSD: Lindhurst High School

SUBJECT: Quotation: Outside intercom speaker upgrade

Price: \$5,390.00

* Add #1: not to exceed \$5000.00 to add site cabling if required.

1. Identify spare home runs from main intercom system and label.
2. Install new amplified outside speakers (2 each) on the south outside wall of gym facing Quad and H/G buildings.
3. Install new amplified speakers (2 each) outside south portable classrooms facing athletic fields
4. Replace existing speakers all west portables and install amplifier. (Interior)
5. Replace existing outside speaker on west portables with new amplified speaker.

Note: May have to use spare copper from IDFs in various locations if existing speaker site cabling is damaged or not available. (IT department assistance will be required).

Excludes:

1. Home runs from main intercom if damaged or not available.
- * 2. Repair or replacement of site conduit if damaged or un-usable. (add #1)

This proposal/quotation shall remain in effect for the next (60) days

Should this meet with your acceptance, kindly sign & return this document to my attention.

Please feel free to contact me regarding any of your Low Voltage System needs.

I thank you for your time and consideration.

Bill Bunch

In signing this document I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.

ACCEPTED BY: _____ Date: _____

Name & Title: _____

Billing Address: _____

City, State & Zip: _____

P.O: _____



**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 _____, 201_ by
(board approval date)
and between Fletcher's Plumbing and Contractors, 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 not to exceed fourteen thousand five hundred dollars and 00/100 **(\$14,500.00)**.

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **C38 (Plumbing)**.
This contract shall commence upon board approval and be completed July 30, 2015.
(Check contractor license classification appropriateness at:
<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>
and contractor license status at:
<https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to Exhibit A, attached hereto (attached proposal or quote as Exhibit A must state at prevailing wage for all services \$1K or over but under \$15K)



NONCOLLUSION AFFIDAVIT

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

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

Noncollusion Affidavit

Attachment B – Terms and Conditions (5 pages)

Attachment D – Criminal/Fingerprinting Certification

Attachment E – Prevailing Wage/Labor Compliance

Attachment G – Proof of Registration with DIR

Attachment I – W-9

Attachment A – Contractor Certification

Attachment C – Workers' Compensation Certificate(s)

School Safety Act Provisions

Attachment F – Form 590

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

Exhibit A – Scope/Work Specifications

TYPE OF BUSINESS ENTITY

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☒ Corporation

☐ Other

License No: 309313, Plumbing: Expiration Date: 06/30/2016

(District Use Only: License verified by Cynthia Jensen Date: 08/13/2015

Fill in at time of preparation – District Staff

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above has been convicted of a felony as defined in Education Code 45122.1

Service Provider Name and address: Fletcher's Plumbing and Contracting, 219 Burns Drive, Yuba City, Ca 95991

Print Name of Providers Authorized Signature Name and Title: Adam Fletcher, Vice President

Authorized Signature:  Date 08/13/2015 Email ADAM@FPCI.US

Accepted by District: _____

Gay Todd, Superintendent

Date: _____

Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name of Service Provider(s) employee(s):

1. **Brian Madison**

2. _____

3. _____

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

Dated: 08/13/2015

Fletcher's Plumbing and Contracting, Inc.
(Service Providers Company Name)

(Service Providers Signature)

Adam Fletcher, Vice President

(Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B **TERMS AND CONDITIONS**

WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall



Marysville Joint Unified School District

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

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

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

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

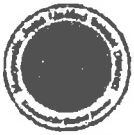
The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 08/15/2015 consisting of Article 1 through Article 21



Marysville Joint Unified School District

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

Labor Code section 3700 in relevant part provides:

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

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

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

A handwritten signature in black ink, appearing to read 'Adam Fletcher', written over a horizontal line.

Service Providers Signature, Contractor's Authorize Representative

Adam Fletcher, Vice President

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

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



Marysville Joint Unified School District

ATTACHMENT D

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

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Foothill Storm Drain Jetting, Cleaning and Locating between the Marysville Joint Unified School District ("District" or "Owner") and Fletcher's Plumbing and Contracting, Inc.

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

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

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

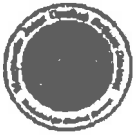
☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California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

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

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

Service Providers/Contractors Company Name: Fletcher's Plumbing and Contracting, Inc
Title: _____

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



Marysville Joint Unified School District

ATTACHMENT D Continued:

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

- ☒ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).
- ☐ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
- ☐ Installation of physical barrier at the work site to limit contact with pupils.
 - ☐ Surveillance of employees of the Contractor by school personnel.
 - ☒ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Service Providers Supervisor's Name: Brian Madison
- Tax id number (if applicable – do not include s/s's): _____
- ☐ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

Signature: **Cynthia Jensen** Title: **Director of Facilities/Energy Management** Date: **08/14/2015**

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

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

(Remainder of the page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: **Fletcher's Plumbing and Contracting, Inc.**
Marysville Joint Unified School District (the "District" or the "Owner") and **Fletcher's Plumbing and Contracting, Inc.**

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

Date: 08/13/2015

Proper Name of Contractor: **Fletcher's Plumbing and Contracting, Inc.**

Signature: 

Print Name: **Adam Fletcher**

Title: **Vice President**

(Remainder of the page left blank intentionally)

Proposal & Contract

FLETCHER'S PLUMBING & CONTRACTING, INC.
 219 Burns Dr, Yuba City 1905 Nord Ave, Chico
 530-673-2489 * 530-673-1317 fax 530-342-7800 * 530-342-7808 fax
 Contractors Lic. No 308313 A, B, C36



PROPOSAL SUBMITTED TO	MARYSVILLE JOINT UNIFIED SCHOOL	PHONE	749-6122	DATE	7-21-15
Street	1919 B ST.	Job Address	5351 FRUITLAND RD		
City State Zip	MARYSVILLE, CA. 95901	City State Zip	LOMA RICA, CA		
CLEAN AND JETT STORM DRAINS AT FOOTHILL SCHOOL					JOB PHONE

Bid Consists of:

- 1 SET UP WATER STORAGE FOR JETT TRUCK
- 2 JET AND CLEAN APPROX 1100' OF STORM DRAIN
- 3 LOCATE POSSIBLE DI IN SOCCER FIELD
- 4 ALL DEBRIS REMOVED FROM DRAINS TO BE DISPOSED OF ON SITE
- 5 WATER TO BE SUPPLIED ON SITE VIA HOSEBIB (WE WILL PROVIDE TEMPORARY STORAGE)
- 6 PRICE IS BASED ON CURRENT PREVAILING WAGE RATES
- 7 ALL WORK TO BE DONE ON A MONDAY- FRIDAY DURING THE DAY (NO AFTER HOURS, HOLIDAY OR WEEKEND)

***** WORK DESCRIPTION:**

BRING IN A 21000 GALLON STORAGE TANK AND SET UP ON SITE. CONNECT WATER FILL FROM EXISTING HOSE BIB ON SITE. SET UP PUMP SYSTEM TO PUMP FROM TANK TO VAC TRUCK TO FILL TANKS. CLEAN APPROX 1100' OF 18" STORM LINE AND REMOVE APPROX 72 CUBIC YARDS OF DEBRIS. SET UP VIDEO TRUCK AND INSPECT FOR PROBLEMS AND LOCATE POSSIBLE DI IN SOCCER FIELD. ALL DEBRIS REMOVED FROM LINE WILL BE DISPOSED OF ON SITE AT DUMP LOCATION DESIGNATED BY SCHOOL. AFTER WORK IS COMPLETE, WE WILL BREAKDOWN STORAGE TANK SYSTEM AND REMOVE FROM PROPERTY. WORK WILL TAKE APPROXIMATELY ONE WEEK AND THE CURRENT PREVAILING WAGES WILL BE USED. WORK DOES NOT INCLUDE ANY REPAIRS TO EXISTING STORM SYSTEM.

VAC TRUCK WORK AT PREVAILING-----40HRS @ \$275.00 = \$11,000.00

VIDEO TRUCK WORK AT PREVAILING-----8 HRS @ \$275.00 = \$2200.00

WATER STORAGE RENTAL (INCLUDES DELIVERY AND PICK UP) 1 WEEK = \$1300.00

JETTING AND VIDEO WORK WILL BE DONE ON A NOT TO EXCEED \$14500.00, IF UNDER, WE WILL DEDUCT PRICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board -1020 N St. - Sacramento, CA 95814

NOTICE: Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 of seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

dollars **\$14500.00**

30 DAYS

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

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature

Date of Acceptance:

Signature

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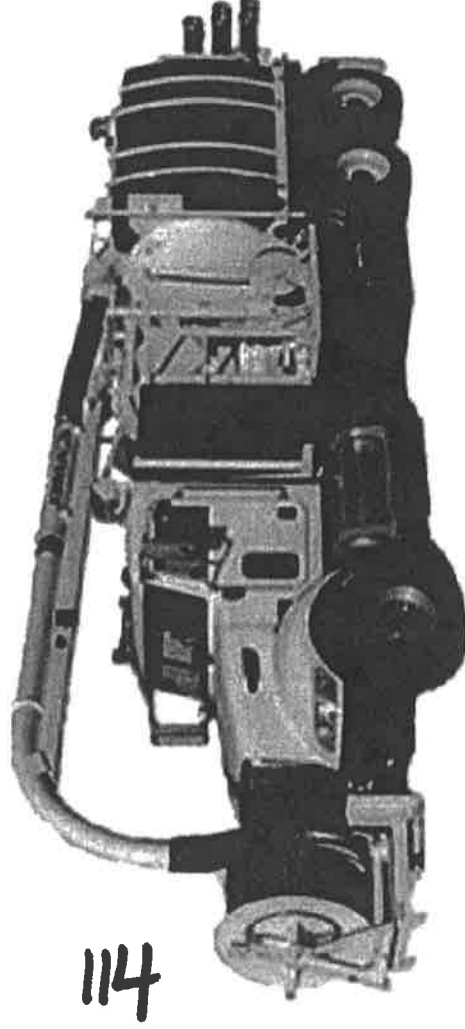
Cynthia Jensen

From: Brian Madison <bm.6@fpci.us>
Sent: Wednesday, August 12, 2015 2:44 PM
To: Cynthia Jensen
Cc: Adam Fletcher
Subject: revised foothill storm
Attachments: foothill storm 001.pdf

Cynthia,

Here is the revised bid with do not exceed. Here is the info on the equipment to be used to clean lines

Camel Vacuum/Jetter Truck



- 10 Cubic Yards Debris Tank with Hydraulic Unloading
- 1500 Gallon water carrying capacity
- 3600 CFM of Positive Displacement Vacuum capability
- Up to 80 GPM @ 2000 PSI Up to 800' of 1" Front Mount jet hose

- Up to 80 GPM @ 2000 PSI Up to 600' of ½" Side mount jet hose
- 5' True telescoping boom with 210 degree rotation
- Hydro excavation capability

Applications

Our Camel Vacuum/Jetter Truck is designed for through drain line jetting and cleaning of storm or sewer lines from 4" – 48". The truck is equipped with a main jet hose of 1" diameter, 800' long for the larger line cleaning. Truck is also equipped with a smaller ½" diameter jet hose for jetting 3" & 4" lines of up to 600' in length. The line cleaning can be controlled in pressure and in volume of up to 2000 psi @ 80 GPM. Truck is also used to vacuum up liquids and get access to lines that need cleaning. In addition to line cleaning this truck is set up for hydro excavation and has a capacity of 10 cubic yards of debris hauling capability.

Thanks, Brian

Brian Madison
Supervisor

Fletchers Plumbing and Contracting Inc.
CI# 309313 A,B,C-36
Office # 530-673-2489
Fax # 530-673-1317
Cell # 530-682-6050

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