



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

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

- ☐ Change of Text ☐ Add as a Supplement ☐ Existing textbook/reordering
☐ Text for New Course ☐ English Learners/Committee Compliance [Currently not listed on textbook list]
☒ NEW COURSE: Engineering 10

For use beginning with the semester of:

☒ Fall Spring Year 2015

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

Textbook(s)/Material(s) Title Engineering ENGR 10 (Yuba Community College Course at LHS)

Author Custom Library Yuba Community College Publisher Pearson Learning Solutions

Copyright 2013 Price \$ 101.75

School LHS Teacher/Department Requesting Yuba College CC

Funding Source LCAP Grade Level(s) 11 and 12

Title of Course/Subject Engineering 10 ISBN: 9781269249980

Course Description(s) Covered See attached.

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

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

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

☐ Yes ☒ No

If no, why not? This is a course offered by Yuba College at LHS only.

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

☐ Yes ☒ No

If no, why not? This is a course offered by Yuba College at LHS only.

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?

☐ Yes ☒ No

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

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

List Major Content Standard(s) Covered:

See attached.

Example:

Reading/Language Arts -

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

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

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

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

See Attached

Prerequisites/Guidance Information:

Graduation Requirement:

☐ Yes

☒ No

UC/CSU Credit: (Transferable)

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length 1 semester

Credits 5.0

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

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

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

Department Chairperson: _____

N/A - Yuba College Course

Principal Approval: _____

Date

9-3-15

Date

Approval: _____

Lennie Tate, Executive Director of Educational Services

10/16/15
Date

☒ Approved ☐ Denied

7/14/05
revised 6/3/11

YUBA COLLEGE CLASSES AT LINDHURST HIGH SCHOOL

Engineering

ENGR 10 Introduction to Engineering & Science 3 units

Transferable to CSU/UC

Exploration of the Science, Technology, Engineering and Mathematics (STEM) fields, particularly engineering, for both the decided engineering/STEM majors and others who may be curious about engineering. This course will provide the student added college success skills which will improve his/her chances of succeeding in a technical field such as engineering. The course surveys the contemporary role of STEM professions in society, the engineering approach to problem solving, the design process, and ethics/responsibilities of engineers and scientists. The course offers a variety of hands-on activities and interactive laboratories. Prerequisite: MATH 50 with a grade of "C" or better. (L,M)

Yuba College

8684	T	2:30PM-4:20PM & MS-Staff	M-713
	TH	2:30PM-5:20PM	

Lindhurst High School

1577	TTH	1:00PM-1:55PM & K.Warwick	LHS
	TTH	1:55PM-3:15PM	

08/12/15 to 12/18/15

Class will not meet on LHS holidays.

This class will be offered at the Lindhurst High School campus. Prior to the first day of class, students must visit the high school administration office to have fingerprinting and a background check completed. Please allow enough processing time for this to be completed before classes begin.

Computer Science

COMSC 10L Computer Literacy

3 units

Transferable to CSU/UC

Introduction to the computer and its applications. A survey of the history of computers, hardware, software, social aspects, and problem-solving techniques. Hands-on microcomputer object oriented programming in will be examined. (L)

Yuba College

8989	MW	8:00AM-8:50AM & D.Joks	M-847
	MW	9:00AM-9:50AM &	
	F	8:00AM-8:50AM	

Lindhurst High School

1576	MW	1:00PM-2:00PM & S.Shepard	LHS
	MW	2:00PM-3:25PM	

08/12/15 to 12/18/15

Class will not meet on LHS holidays.

This class will be offered at the Lindhurst High School campus. Prior to the first day of class, students must visit the high school administration office to have fingerprinting and a background check completed. Please allow enough processing time for this to be completed before classes begin.

Culinary

CUL 3A Basic Food Preparation

3 units

Transferable to CSU

Basic modern restaurant cooking techniques such as sauce making, meat cutting, lunch and dinner entree preparation. Use and operation of food service machines and equipment. (L)

Yuba College

8382	M	8:00AM-8:50AM & J.Nicoletti	M-316B
	M	9:00AM-10:50AM&	
	W	9:00AM-10:50AM&	
	TH	8:00AM-9:50AM	

Lindhurst High School

3001	F	2:00PM-2:50PM & T.Levitt	LHS
	MTWTH	2:00PM-3:15PM	

08/12/15 to 12/18/15

Class will not meet on LHS holidays.

This class will be offered at the Lindhurst High School campus. Prior to the first day of class, students must visit the high school administration office to have fingerprinting and a background check completed. Please allow enough processing time for this to be completed before classes begin.

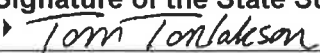
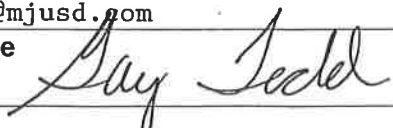
Standard(s):

HS-PS2-3: Defining and Delimiting Engineering Problems

HS-LS2-7, HS-LS4-6, HS-LS4-6: Developing Possible Solutions

HS-PS2-3: Apply scientific and engineering ideas to design, evaluate, and refine a device that minimizes the force on a macroscopic object during a collision.

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY 15	PCA 23068	Vendor Number 7273	Suffix 00
Attention Gay Todd				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY 58
Program Office				Resource Code 7010	Revenue Object Code 8590		INDEX 0615
Telephone 530-741-6000							
Name of Grant Program 2015-16 Agricultural Career Technical Education Incentive Grant							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$26,852		\$26,852		7/1/15	6/30/16	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>I am pleased to inform you that you have been funded for the 2015-16 Agricultural Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Hugh Mooney, Education Programs Consultant Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Hugh Mooney				Job Title Education Programs Consultant			
E-mail Address hmooney@cde.ca.gov					Telephone 916-319-0488		
Signature of the State Superintendent of Public Instruction or Designee 					Date October 6, 2015		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>							
Printed Name of Authorized Agent Gay Todd, Ed.D.				Title Superintendent			
E-mail Address gtodd@mjustd.com					Telephone 530-749-6101		
Signature 					Date 10/13/15		

GRANT AWARD NOTIFICATION (Continued)

Marysville Joint Unified School District has been funded for the 2015-16 Agricultural Career Technical Education Incentive Grant. If the school(s) listed on the schedule complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district and any adjustments based on availability of funds. The first allocation reflects approximately 75 percent of your total allocation. The release of this payment will be done in anticipation of the 2014-15 Agricultural Career Technical Education Incentive Grant Report of Expenditures being received. This report is due in the Regional Supervisor's Office by October 15, 2015. The report instructions and form may be downloaded from the California Agricultural Education Web site at <http://www.cde.ca.gov/fq/fo/r17/agin15rfa.asp>.

Questions regarding grant allocations should be directed to the Regional Supervisor:

- North Coast Region
Hugh Mooney 916-319-0488 hmooney@cde.ca.gov
- Central Region
Jill Sperling 916-319-0494 jsperling@cde.ca.gov
- San Joaquin Region
Charles Parker 559-278-5777 cparker@cde.ca.gov
- South Coast Region
Greg Beard 805-756-2402 gbeard@calpoly.edu
- Southern Region
Jack Havens 909-869-4496 jhavens@csupomona.edu
- Superior Region
Jeanette Lowe 530-342-7541 agreducation@csuchico.edu

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2015-16 application and original guidelines. The final 25 percent payment is expected to be released in April 2016.

	<u>1st Payment</u>	<u>2nd Payment</u>	<u>Total</u>
Lindhurst HS	\$7,630	\$2,543	\$10,173
Marysville HS	\$6,788	\$2,262	\$9,050
S. Lindhurst HS	\$5,722	\$1,907	\$7,629
District Totals	\$20,140	\$6,712	\$26,852

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

To accept this award, the AO-400 must be signed and returned to the California Department of Education within ten days of receipt. The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				15	14968	7273	01
Attention Amber Watson				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code		Yuba
Telephone 530-749-6178				5370	8220		INDEX
Name of Grant Program Fresh Fruit and Vegetable Program							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$175,826.40		\$175,826.40	0	10-1-15	6-30-15	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		

Dear Superintendent Todd:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

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

Please return this original, signed Grant Award Notification (AO-400) within 10 days to:

Saucerae Gans, Analyst
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Saucerae Gans		Job Title Analyst
E-mail Address SGans@cde.ca.gov		Telephone 916-323-6775
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i>		Date October 7, 2015

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Gray Todd	Title Superintendent
E-mail Address GTodd@myusd.com	Telephone 530-749-6102
Signature <i>[Signature]</i> for Gay Todd	Date 10/19/2015

Grant Award Notification (Continued)

Please note these very important Fresh Fruit and Vegetable Program (FFVP) Grant guidelines:

1. Grantees must follow all of the FFVP guidance issued by the U.S. Department of Agriculture (USDA) and the California Department of Education (CDE) as outlined in the FFVP Application Package for the 2015-16 school year.
 - The USDA's *FFVP Handbook for Schools* (December 2010) can be downloaded at the USDA FFVP Web page at <http://www.fns.usda.gov/cnd/ffvp/handbook.pdf>.
 - The CDE's "California FFVP Guidelines" document (March 2014) will be e-mailed to grantees in July 2015.
2. Each grantee will receive their FFVP Grant award in **two allocations** during the July 1, 2015, through June 30, 2016, grant period:
 - **First Allocation: July 1, 2015, through September 30, 2015**
 - **Second Allocation: October 1, 2015, through June 30, 2016**

Please note that the initial Grant Award Notification (GAN) letter indicates a grantee's **First Allocation** only. This funding **must be spent by September 30, 2015**. Any unspent funds cannot be used after September 30, 2015, and will be returned to the USDA.

Prior to October 2015, the CDE will provide a second GAN letter to reflect the **Second Allocation** of funding. The grantee may spend these funds from **October 1, 2015, through June 30, 2016**. At the end of the grant period, all unspent funds will be returned to the USDA.

3. Grantees must abide by the FFVP Grant award reimbursement process provided below:
 - Funds will not be disbursed until a reimbursement claim is submitted.
 - Grantees submit reimbursement claims on a monthly basis.
 - FFVP reimbursement claims must be filed within 30 days after the month for which a grantee is claiming reimbursement.
 - Any reimbursement claims submitted in excess of the grantee's total award amount will not be paid.
 - Grantees are responsible for monitoring their award budget to ensure that spending is consistent with allowable costs.
4. All grantees **must** participate in three FFVP Orientation Webinars (Program, Fiscal, and Claiming) in August 2015. Grantees will receive notice in July 2015 of the dates and times the Webinars will be offered.
5. At the end of the grant period, grantees will be responsible for completing a Final Progress Report, which will include information about the variety of fruits and vegetables served, frequency of snack service, snack delivery method, nutrition education offered, and partners assisting with FFVP implementation.

**Marysville Joint Unified School District
2015-2016 Fresh Produce RFP #16-1015 Score Card**

Must have all documents with original signature for a packet to be considered

Company	Freshpoint		The FruitGuys		ProPacific Fresh		Rohrer Brothers	
Price (40pt)	40	Cost estimate for year: \$110,179	30	Cost estimate for year: \$138,942	15	Bid bulk cut fruit...unusable for this grant	10	Bid very limited selection; only 2 usable cut fruit items
Nutrition Ed (15pt)	5	Company will work w/ dept to develop programs to implement	15	Company has an established Tier program that provides resources directly to the classroom, standards-	0	none indicated in bid packet	0	none indicated in bid packet
Service & Delivery (15pt)	13	Must plan menu month in advance and company will source items	15	Order weekly from pre-established list	10	Delivery routed for Tuesday and Thursday; no Monday as stated in bid	15	no additional info provided
Quality/Grade/CA Grown (15pt)	12	Origin not noted on invoice; must use percentage based resource	15	Origin noted on order guide and invoice	15	no additional info provided	15	no additional info provided
References (15pt)	15	strong	15	strong	0	none provided	0	none provided
Total (100pt)	85		90		40		40	

Amber Watson

MJUSD

Personnel Dept.

From: John Carter
Sent: Thursday, October 15, 2015 11:41 AM
To: Amber Watson
Subject: Ammending resignation date.

OCT 16 2015

RECEIVED

Hi Amber,

I received an offer of employment from Caltrans yesterday so I need to amend my resignation date. The job is in Santa Rosa so I will have to move, I know it will be harder for the department but it will be much less stressful on me if my last day was Oct 30th.

Do I need to write another letter or call anyone?

Thanks again for everything!

John Carter
Nutrition Site Manager I
Yuba Gardens Intermediate
Marysville Joint Unified School District
(530) 741-6194 ext 7012

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Darci Howell
1942 10th Avenue
Olivehurst, CA 95961
530-218-5739
blackiepooch@hotmail.com

MJUSD
Personnel Dept.

OCT 19 2015

RECEIVED

October 16, 2015

Ramiro Carreon
MJUSD
1919 B Street
Marysville, CA 95901

Dear Mr. Carreon,

I would like to inform you that I am resigning from my position as Para-Educator at Ella School, effective October 27, 2015.

Thank you for the opportunities for professional and personal development that I have been provided during the last year. I have truly enjoyed working for the district and appreciate all the support that has been provided me during my employment here.

Sincerely,



Darci L. Howell, Para-Educator, Ella School

Student Placement Agreement

This agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University, Chico ("University") and **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** ("Organization"). In consideration of the mutual promises set forth below, the University and Organization ("Parties") agree as follows:

I. Organization's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Organization's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Organization's clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the student's fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Organization.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the Organization.
 - 2. Exhibit professional, ethical and appropriate behavior when at the Organization.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by the Organization's rules and standards of conduct.
 - 5. Maintain the confidentiality of the Organization's proprietary information, records and information concerning its clients.
- B. Create a Learning Plan guiding faculty, student and site supervisor expectations of activities, performance of duties including hours of work required, evaluation of the student and expected learning outcomes.
- C. The University will advise student that neither the University nor the Organization assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Organization.
- D. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

III. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Organization terminates this Agreement, it will permit any student working at the Organization at the time of termination to complete his/her work. At the 5-year termination date, the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Organization and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of

their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII. The Organization becomes an additional insured to the University student general and professional liability insurance (SAFECLIP/SPLIP) policies upon full execution of this Agreement.
- D. The Organization and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Organization may dismiss a student if the student violates its standards, mission or goals. The Organization will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the University. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the Organization, unless they are paid by the Organization in which case the Student(s) become employees of the Organization.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

Name: Sara Rumiano
Title: Director, Procurement &
Contract Services
Address: 400 West First St.
City, State, Zip: Chico, CA 95929-0244
Telephone Number: (530) 898-5134
E-mail Address: srumiano@csuchico.edu

ORGANIZATION:

Name: Gay Todd
Title: Superintendent
Address: 1919 B Street
City, State, Zip: Marysville, CA 95901
Telephone Number: (530) 741-6000
E-mail Address:

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

CALIFORNIA STATE UNIVERSITY,


MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT,

By: _____ Date: _____
Sara Rumiano
Director, Procurement & Contract Services

By: _____ Date: _____
Authorized Signature

Printed Name & Title

business services department

Approval: 
Date: 10/16/15

14

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]
2015-2016

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
(check one)

- ☒ October 2015-1st quarter-(7/1/15-9/30/15)
☐ January 2016-2nd quarter (10/1/15-12/31/15)
☐ April 2016-3rd quarter (1/1/16-3/31/16)
☐ July 2016-4th quarter (4/1/16-6/30/16)

Date for information to be reported publicly at governing board meeting: October 27, 2015
Please check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☒ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions	12		12
CAHSEE Intensive Instruction and Services			
TOTALS			

Print Name of District Superintendent Dr. Gay S. Todd

Signature of District Superintendent

Date

10-7-15



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: Linda Elementary School: HVAC and Prop 39 Improvements (Program 8155)

This agreement is made and entered into on this **day of October, 2015**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Don Dumford (Optima Inspections, Inc)** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

Maintenance of a detailed daily inspection log and daily written report.

1.3. Certification

Certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.0. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;

\$65.00 per hour for DSA Class II;

\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate or designee. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$ 23,100

3.1. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions or long distance telephone calls for provided services.

3.2. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Daily Reports shall be submitted with monthly invoices for the same duration of time. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the DISTRICT.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States

Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Ryan DiGiulio, Assistant Superintendent, Business Services

Date

"INSPECTOR":



Don Dumford, Class 1 DSA Inspector

October 10, 2015

Date

8/60

PORTABLE FACILITIES LEASING

10/5/15/15

Marysville Joint Unified School District
Cynthia Jensen cjensen@mjuds.com

Re: Quote for 2 Used 24x40 for Marysville Charter School of the Arts

Cynthia:

Thank you for the inquiry regarding the District's need for two additional classrooms at NCAA. We have two Used 24x40 currently in our stock fleet. The classrooms are in great shape, the insides will be refurbished and we will paint the exterior to match the site's colors. Our quotes are based on first come, so let me know if you think the district is interested. We encourage you visit our factor in Loomis to inspect the units.

We will need to visit the site to be sure the delivery and installation is accessible without additional equipment or crew.

PRICE FOR (2) USED 24x40

Cost	\$30,000
Flashing of front	720
Sales Tax 7.5%	<u>834</u>
	\$31,554 x 2 = \$63,108
Use of Forklift & Crew into place	3,500
TOTAL	\$66,608

Since these are used classrooms our policy is first come. I might suggest that the district processes the purchase of the classrooms and we will store them until the summer of 2016.

Quote includes: New exterior Paint
 Reconditioned walls
 New flooring
 Delivery, Installation &
 Permits

Does not include:

Low voltage
Ramp

19

79105

PORTABLE FACILITIES LEASING

Page 2 o 2

The above proposal includes:

Delivery and installation;
New exterior paint to match existing site (2 colors)
Perimeter skirting of building;
Division of the State Architect (DSA) plans and calculations;
Back boxes and conduit in walls for future fire alarm system installed by Owner,
Does not include any conduit or back boxes in the attic space;
Prevailing Wages for installation of building (s).

The above proposal does not include:

Any site preparation;
Ramp
Any utility hook-ups;
Any surveying or staking of corners;
Any local agency fees or approvals;
Costs incurred for DSA approvals or DSA inspectors;
Pilot cars and transportation permit(s) when required by local regulations.

It is understood that owner will:

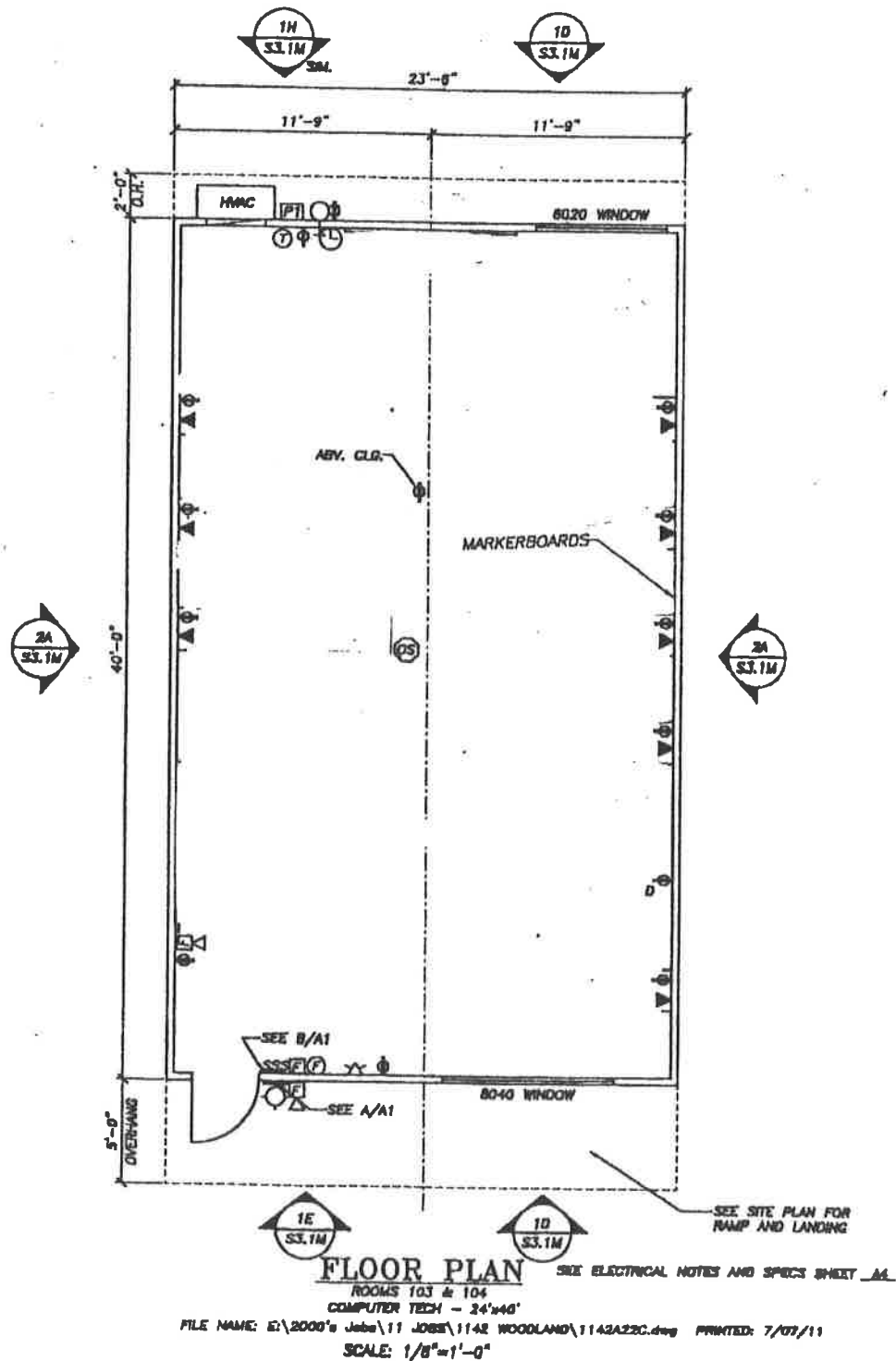
- Provide a building pad level within 9" from corner to corner.
- Provide building pad 6' wider and 10' longer than the building to accommodate the foundation pads and ramp and landing.
- Assure us that building pad will be accessible to our trucks and trailers for delivery and off loading. If not accessible, cost of skating, forklift, crane, etc. will be paid by Owner.

X

district:

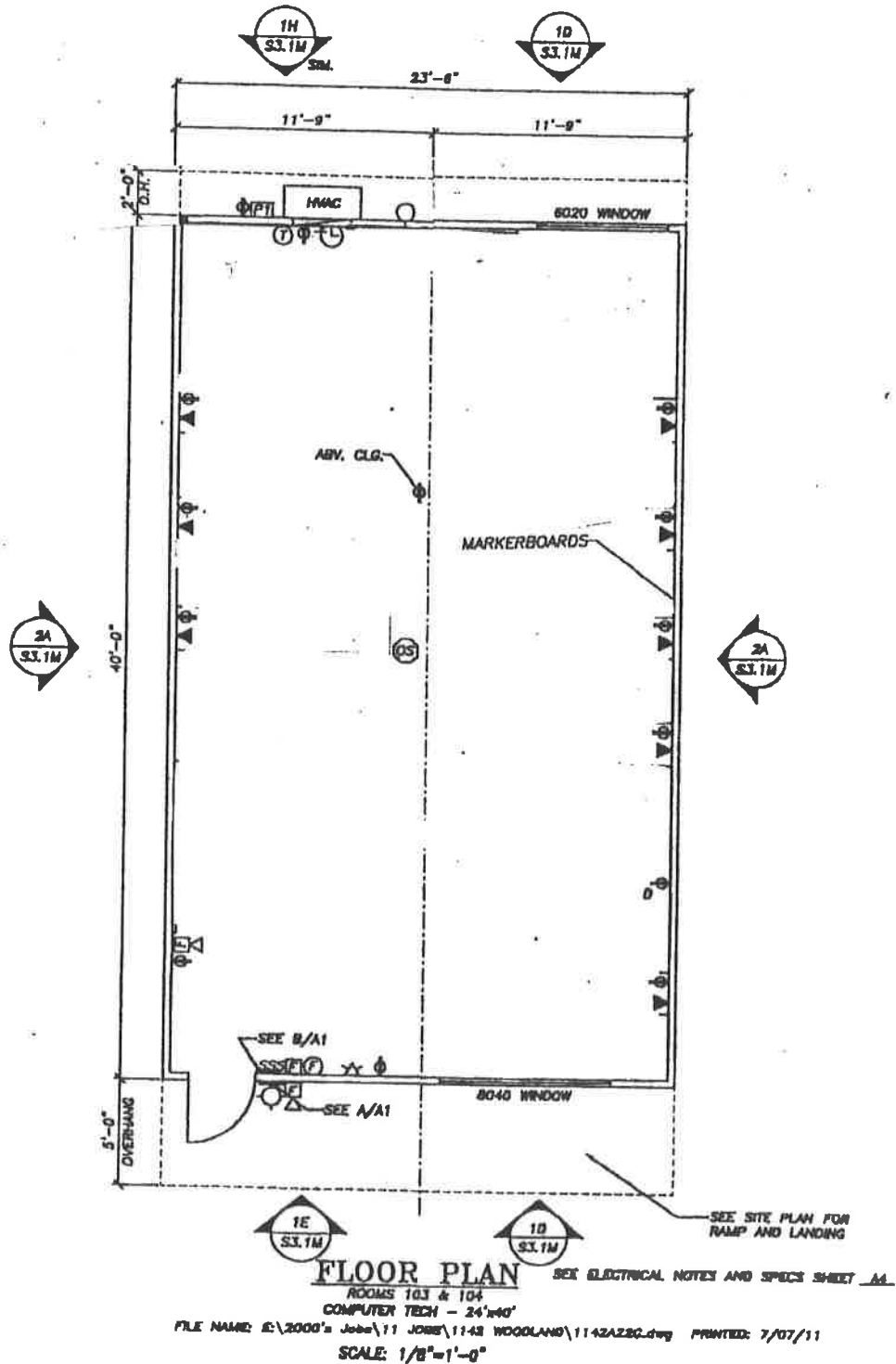
date:

20



#3

08-11-DH-1142.5 02-112105



SCHEDULE PANEL P1 MAIN BKR: 100A

TYPE: SQD HOM NEMA- 3R VOLTS: 120/240
(SEE SPEC SHEET)

MOUNTING: SURFACE PHASE: 1 WIRE: 3

POLE NO.	SERVING	KVA LOAD	CKT BKR	↓	↓	CKT BKR	KVA LOAD	SERVING	POLE NO.
1	HVAC	6.7	70	⌋	⌋	20	.8	RECEPS	2
3	⌋	6.7	⌋	⌋	⌋	20	.9	⌋	4
5	LIGHTING	1.1	20	⌋	⌋	20	.9	⌋	6
7				⌋	⌋				8
9				⌋	⌋				10
11				⌋	⌋				12
13				⌋	⌋				14
15				⌋	⌋				16
17				⌋	⌋				18
				⌋	⌋				
				⌋	⌋				
				⌋	⌋				

CONNECTED LOAD: KVA 17.1 + 230V = 74 AMPS

* MAY BE HIGHER IF WATER HEATER IS USED.

PANEL LISTED FOR USE AS SERVICE EQUIPMENT

* HACR RATED C.B. WITH 'LOCK-OFF' CLIP

ELECTRICAL NOTES

1. GROUNDING OF ELECTRICAL SYSTEM PER DETAIL B/A3.
SEE GROUNDING OF BLDG COMPONENT NOTES, SHEET A1.
- * 2. IF MAIN FUSES ARE NOT PROVIDED IN THE HEAT PUMP UNIT BY THE EQUIPMENT MANUFACTURER, THE HVAC UNIT CIRCUIT BREAKER(s) MUST BE HACR RATED.
- * 3. A LOCK OFF CLIP IS TO BE PROVIDED FOR THE HEAT PUMP FEEDER CIRCUIT BREAKER.
4. ALL WIRING TO BE IN MINIMUM 1/2" CONDUIT.
5. ALL RACEWAYS SHALL CONTAIN EQUIPMENT GROUNDING CONDUCTOR PER CEC 250-95.
6. CONDUCTORS TO BE LISTED FOR USE AT 75° C MINIMUM. DERATING MAY BE REQUIRED OF 60° C RATED WIRE (TW).
7. MAIN CIRCUIT BREAKER PER CEC 230-70.

ROOM ID SIGNAGE

PROVIDE ROOM ID SIGNAGE PER CBC SECTION 1117B.5

SEE ARCHITECT'S DRWGS. FOR TYPE & LOCATION (PROVIDED BY OTHERS)

SUSPENDED CEILING SYSTEM:

STEEL EXPOSED CEILING GRID SYSTEM-- SEE SPECS. SHEET A4

SHALL COMPLY WITH CBC CHAPTER 25A

AND IR M-3. (HEAVY DUTY MAIN RUNNERS)



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 October 27, 2015 (Insert Board meeting date or ratification date), by and between Twin Cities Tree Service, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

6,000 thousand 900 hundred 00 and no /100
Dollars (\$ 6,900.00)

(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: D-49 Tree Service (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of 10/27/2015 (insert date after Board approval date or ratification date) with work to be completed within November 24, 2015 (10) consecutive days and/or by December, 3, 2015.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

☒ Noncollusion Affidavit

☒ ATTACHMENT A – Contractor Certification Form

☒ ATTACHMENT B – Terms and Conditions (5 pages)

☒ ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation

☒ ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate

☒ ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification

☒ ATTACHMENT F – Proof of Contractor Annual Registration with DIR

☒ ATTACHMENT G – Withholding Exemption Certificate – CA Form 590

☒ ATTACHMENT H – W9 Form

☒ ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement

☒ ATTACHMENT J – Scope of Work

☒ Purchase Order No. ~~R16-01536~~ P.16-01536

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

08-0333070

Employer Identification Number

License No: 702790

Classification: 049

Expiration Date: 2/28/2017

(District Use Only: License verified by Karlin Anderson

Date: 10/12/2015

Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Twin Cities Tree Service

Contractor Address:

1282 Slobler Lane, Suite 630-164

Yuba City, CA 95993-2625

Phone: 530-755-1067

Email:

Print Name:

Anthony French

Title:

owner

Authorized Signature:

[Signature]

District Acceptance:

Ryan DiGiulio, Assistant Superintendent of Business Services

Date:

Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Jeremy Dickinson

Anthony French

Name(s) of employee(s):

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

X Dated: 10-15-15 Twin Cities Tree Service (Company)

X [Signature] (Authorized Signature)

X Anthony French (Print Name)

X Owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



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

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

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and 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 Revised 09-22-2015

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 10/20/15 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21

**Marysville Joint Unified School District****ATTACHMENT C****CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**


Labor Code section 3700 in relevant part provides:

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

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

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

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

X 
Signature, Contractor's Authorized Representative

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

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

(Remainder of page left blank intentionally)

**Marysville Joint Unified School District****ATTACHMENT D****CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

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

PROJECT NAME OR CONTRACT NO.: Arbor Day project between the
Marysville Joint Unified School District ("District" or "Owner") and Twin Cities Tree Service
("Contractor" or "Bidder").

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

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

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

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

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

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

Name: Anthony French

Title: Owner of Twin Cities Tree Service

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the Contractor who provide services under this Contract (certification form attached).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)



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



Surveillance of employees of the Contractor by school personnel.



Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: Anthony French

Tax ID Number (If applicable – do NOT include Social Security Numbers):

68-0333070

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

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

_____ Other, describe:

DISTRICT

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Twin Cities Tree Service
between Marysville Joint Unified School District (the "District" or the "Owner") and _____
(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: 10-15-15

Proper Name of Contractor: Twin Cities Tree Service

Signature: x 

Print Name: 4 Anthony French

Title: X Owner

(Remainder of page left blank intentionally)



ESTIMATE

INVOICE

TWIN CITIES TREE SERVICE

25621

Owner: Anthony French

1282 Stabler Lane, Suite 630-154

Yuba City, CA 95993-2625

741-7874

(530) 755-1067 cell: (530) 682-6409

Trimming, Topping, Thinning, Shaping & Removals

Licensed - PL & PD Insured - Worker's Compensation - Contractor License # 702790

Name: Marysville High School

Date: 10-9-15

Address: 17th / 18th St

City, State, Zip: Marysville

Telephone:

on school grounds

MHS. PG & E Arbor Day Project

- 45 Stumps 6" dia deep

And main surface roots

- Haul Grindings off, to below ground level

- Dump charges, Estimate 5 loads

cleanup

Prevailing Wages Apply

6,900.

Thank you for thinking of Twin Cities Tree Service. As part of our services we will gladly assist you in your insurance claim. However you will be held liable for full payment of entire bill or any portion which your insurance carrier fails to pay.

36

TOTAL
PAID

6,900



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 702790

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

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

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

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

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

Data current as of 10/12/2015 10:44:01 AM

Business Information

TWIN CITIES TREE SERVICE
955 CIVIC CENTER BLVD
YUBA CITY, CA 95993
Business Phone Number:(530) 755-1067

Entity Sole Ownership
Issue Date 02/16/1995
Expire Date 02/28/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.

Bond Number: 268937C

Bond Amount: \$12,500

Effective Date: 02/15/2010

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9113926

Effective Date: 10/01/2014

Expire Date: 10/01/2016

Workers' Compensation History

YEAR

590

2014 Withholding Exemption Certificate

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

Withholding Agent (Type or print)

Name

Marysville Unified School District

Payee

Name

Anthony French

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

1282 Stebler Ln, Suite 630-154

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

Yuba City, CA. 1

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

68-0233070

558-61-3729

State ZIP Code

CA

95993

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- ☒ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- ☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- ☐ **Partnerships or limited liability companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- ☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- ☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- ☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- ☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print)

Anthony French Owner Telephone 530) 682-6409

Payee's signature ▶



Date 2-25-15

Form **W-9**
(Rev. January 2002)Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☒ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other☐ Exempt from backup
withholding

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2. 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 2.

Notes: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

or

Employer identification number

6180333070

Part II Certification

Under penalties of perjury, I certify that:

1. This 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 2.)

Sign
HereSignature of
U.S. person

Date

3-25-19

Purpose of Form

A person who is required to file an information return with the IRS must get 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.

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

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

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Notes: 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.

What is backup withholding? Persons making certain payments to you must, under certain conditions, withhold and pay to the IRS 30% of such payments after December 31, 2001 (21% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, fees, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Cat. No. 10231X

Form **W-9** (Rev. 1-2002)

No. 1654 P. 2/2

SHOWCASE HOMES Jun-24, 2006 1:16PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/29/2015

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 KELLY KING INSURANCE SERVICES PO Box 599 Ripon, CA 95366 License#: 0813268		CONTACT NAME: Kelly M. King or Aileen Hill PHONE (A/C, No. Ext): (888) 540-5464 FAX (A/C, No): (209) 599-7517 E-MAIL: aileen@kellykinginsurance.com ADDRESS: aileen@kellykinginsurance.com															
INSURED Twin Cities Tree Service Anthony French 1282 Stabler Lane #630-154 Yuba City, CA 95993		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A: Wesco Insurance Co.</td><td>25011</td></tr><tr><td>INSURER B: Great American Alliance Ins Co</td><td>26905</td></tr><tr><td>INSURER C: State Comp Ins. Fund</td><td>35076</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Wesco Insurance Co.	25011	INSURER B: Great American Alliance Ins Co	26905	INSURER C: State Comp Ins. Fund	35076	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		WPP1399944-00	9/1/15	9/1/16	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> WORKMANSHIP ERROR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			WPP1399944-00	9/1/15	9/1/16	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG \$ 2,000,000
							WRKMNSHP ERROR \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>			XS4957189	9/1/15	9/1/16	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident) \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						PROPERTY DAMAGE (Per accident) \$
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 Y	N/A	9113926-2015	10/1/15	10/1/16	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
A	EQUIPMENT FLOATER			WPP1399944-00	9/1/15	9/1/16	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EQUIPMENT FLOATER			WPP1399944-00	9/1/15	9/1/16	SCHED. EQUIP \$1K DED.

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

ALL TREE WORK

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, THEIR MEMBERS OF THE BOARD OF TRUSTEES, AND THE OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND THE STATE ALLOCATION BOARD ARE INCLUDED AS ADDITIONAL INSURED BUT ONLY AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED PER THE ATTACHED ENDORSEMENT FORM.

RECEIVED

OCT 02 2015

CERTIFICATE HOLDER

CANCELLATION

MARYSVILLE JOINT UNIFIED SCHOOL DIST.
1919 B STREET
MARYSVILLE, CA 95901
ATTN: PURCHASING DEPARTMENT
cjensen@mjuds.com

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



Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement"), dated October 27, 2015, is hereby made between the Marysville Joint Unified School District ("CLIENT") and Capitol Public Finance Group, LLC ("CAPITOL PFG"). CAPITOL PFG agrees to provide the "Services," as more fully defined below, to CLIENT and CLIENT agrees to pay to CAPITOL PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. **Definitions.** The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be the date Agreement is signed by CLIENT.
 - b. The "Termination Date" shall be June 30, 2017 or upon receipt of a Termination Notice.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. **SERVICES.** The duties and tasks to be performed by CAPITOL PFG (the "Services") shall be outlined in the attached Consulting Services Order(s) – SEE EXHIBIT A. During the performance of such Services by CAPITOL PFG, the CLIENT will retain and exercise decision-making authority over the Services performed by CAPITOL PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and CLIENT may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order (Exhibits) and attached to this Agreement.
3. **PAYMENT.** CLIENT shall pay CAPITOL PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. **TERMINATION.** Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective thirty (30) days after receipt of a Termination Notice.
5. **ASSIGNMENT.** CAPITOL PFG shall not assign its rights and obligations under this Agreement.
6. **INDEMNITY.** The Parties agree that CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CLIENT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement.

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Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CLIENT Indemnitees with the fullest protection possible under the law. CAPITOL PFG acknowledges that CLIENT would not enter into this Agreement in the absence of CAPITOL PFG's commitment to indemnify, defend and protect CLIENT as set forth herein.

To the fullest extent permitted by law, CAPITOL PFG shall indemnify, hold harmless and defend the CLIENT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CAPITOL PFG's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

CLIENT shall have the right to offset against the amount of any compensation due CAPITOL PFG under this Agreement any amount due CLIENT from CAPITOL PFG as a result of CAPITOL PFG's failure to pay CLIENT promptly any indemnification arising under this Article and related to CAPITOL PFG's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation

The obligations of CAPITOL PFG under this Article will not be limited by the provisions of any workers' compensation act or similar act. CAPITOL PFG expressly waives its statutory immunity under such statutes or laws as to CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers.

CAPITOL PFG agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. In the event CAPITOL PFG fails to obtain such indemnity obligations from others as required herein, CAPITOL PFG agrees to be fully responsible and indemnify, hold harmless and defend CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CAPITOL PFG's subcontractors or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CLIENT's choice.

CLIENT does not, and shall not, waive any rights that it may possess against CAPITOL PFG because of the acceptance by CLIENT, or the deposit with CLIENT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CLIENT may have at law or in equity.

7. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CAPITOL PFG and all persons retained or employed by CAPITOL PFG are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CLIENT. CAPITOL PFG shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CAPITOL PFG and all persons retained or employed by CAPITOL PFG shall have no authority, express or implied, to bind CLIENT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CLIENT, whether by contract or otherwise, unless such authority is expressly conferred to CAPITOL PFG under this Agreement or is otherwise expressly conferred by CLIENT in writing.
8. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
9. ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CLIENT and CAPITOL PFG prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
10. DOCUMENTS & DATA: LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CLIENT without restriction or limitation upon their use or dissemination by CLIENT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CAPITOL PFG in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CLIENT, a perpetual license for CLIENT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CAPITOL PFG shall require all subcontractors and subconsultants working on behalf of CAPITOL PFG in the performance of this Agreement to agree in writing that

CLIENT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CAPITOL PFG in the performance of this Agreement.

11. CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CAPITOL PFG or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CAPITOL PFG without prior written consent by CLIENT. CLIENT shall grant such consent if disclosure is legally required. Upon request, all CLIENT data shall be returned to CLIENT upon the termination or expiration of this Agreement. CAPITOL PFG shall not use CLIENT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CLIENT.
12. SUBCONTRACTING: CAPITOL PFG shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CLIENT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
18. NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CAPITOL PFG:

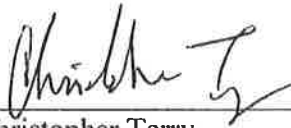
Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
Attn: Managing Partner, Operations
Phone: (916) 641-2734
Fax: (916) 921-2734

CLIENT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Assistant Superintendent of
Business Services
Phone: (530) 749-6115
Fax: (530) 742-0573

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

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



Christopher Terry
Capitol Public Finance Group, LLC

Date: 10/16/2015

Ryan DiGiulio
Assistant Superintendent, Business Services
Marysville Joint Unified School District

Date: _____

**EXHIBIT A –
CONSULTING SERVICES ORDER**

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Marysville Joint Unified School District (“Client”) and Capitol Public Finance Group, LLC (“Capitol PFG”).

Financing Planning Services:

Facilities Planning – Capitol PFG shall assist Client with the creation of a facilities plan including the coordination with Client staff and facilities experts, facilitization of school site and community meetings/focus groups, identification of funding options, project prioritization and Board/community education efforts, all as described in the Scope of Work dated October 9, 2015.

Consulting Service Fee:

An hourly rate of \$175 plus reimbursement pre-approved of out-of-pocket expenses. The budget for this work shall not exceed \$45,000.

Payment Schedule:

Cumulative fees and expenses for CSO No. 2015.1 will be invoiced on a monthly basis.

**Marysville Joint Unified School District
Development of Facilities Master Plan
Scope of Work**

October 9, 2015

Scope of Work

1. Facilitate and plan Staff level meetings
 - a. Coordinate with Staff and other professionals
 - b. Prepare schedules, agendas and presentations
 - c. Provide results and feedback from Stakeholder input meetings
2. Facilitate and plan Stakeholders input sessions
 - a. Prepare and circulate community survey
 - b. Prepare schedules, agendas and presentations
 - c. Lead group discussions and exercises
 - d. Document Stakeholder recommendations
 - e. Prepare communications
3. Identify Project Funding Sources
 - a. Incorporate into Facilities Master Plan document
4. Work with Staff on Creation of Project Prioritization Formula
 - a. Assign Priority to Projects
5. December Board Workshop on Facilities Planning
 - a. Coordination with Staff and District Consultants on Preparation of Presentation and other meeting materials
6. Prepare Facilities Master Plan
 - a. Incorporate Content provided by District Staff and District Consultants
 - i. Overview of District, community and Schools
 - ii. Needs Assessment
 - iii. Review of School Boundary Analysis
 - iv. Asset Management Analysis
 - v. District Capacity
 - vi. Student Generation Rates
 - vii. New Development
 - viii. Enrollment Projection
 - ix. Summary of Facility Needs and Costs
 - x. Prioritization of projects
 - xi. Funding Plan
 - xii. Recommendations for implementation

7. Board Meetings on Facilities Master Plan
 - a. Target month of May
 - i. Presentation of the report – meeting 1
 - ii. Adoption of master plan – meeting 2
 - b. Preparation of FMP Presentation and other meeting materials
 - c. Draft of Facilities Master Plan made available

Deliverables

1. Staff level meeting materials
 - a. 10 Staff meetings are anticipated
2. Board Workshop presentations
 - a. 2-3 presentations are anticipated
3. Community Survey
4. Stakeholder Committee meeting materials
 - a. 6 (2 in each of 3 regions) Stakeholder Committee meetings are anticipated
5. Facilities Master Plan Document; provided both electronically, and in bound format as needed

Costs

Capitol PFG charges a standard hourly rate of \$175 for all strategic consulting services, we anticipate a total of 255 consultant hours for this project, with a not to exceed cost of \$44,625.

MSRB Proposed Rule G-42 Supplement

Conflict of Interest Disclosure Marysville Joint Unified School District

As of October 16, 2015

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest or material disclosures by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

- ☐ any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients
- ☐ any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor
- ☐ any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client
- ☐ any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product
- ☐ any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client
- ☐ any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice
- ☐ any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients
- ☒ Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Marysville Joint Unified School District in accordance with its fiduciary duty to the District. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.
- ☐ any legal or disciplinary event that is material to the Marysville Joint Unified School District's evaluation of Capitol PFG or the integrity of its management or advisory personnel

Copies of Capitol PFG filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Capitol Public Finance Group, LLC or for our CIK number which is 0001614042. There have been no material changes to the legal or disciplinary events that Capitol PFG has disclosed to the SEC.