



Approved by the Board of Trustees at the \_\_\_\_\_ board meeting.

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

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

For use beginning with the semester of:

☐ Fall      ☒ Spring      Year 2016

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

Textbook(s)/Material(s) Title Calculus AP Edition, Graphical, Numerical, Algebraic  
Author Finney, Doman Publisher Pearson

Copyright 2016 Price \$ \$135.97 ISBN # 9780133311617

School LHS & Marysville Teacher/Department Requesting Math

Funding Source LCAP Grade Level(s) 11-12 grade

Title of Course/Subject AP Calculus

Course Description(s) Covered AP Calculus

Projected # of books to be ordered: 80

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? \_\_\_\_\_

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

☒ Yes    ☐ No

If no, why not? \_\_\_\_\_

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

List Major Content Standard(s) Covered:

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

All Mathematics standards for Calculators.

**Prerequisites/Guidance Information:**

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☐ Yes

☒ No

Course Length 1 year Credits 10

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:

Principal Approval:

Date

Approval:

Lennie Tate, Executive Director of Educational Services

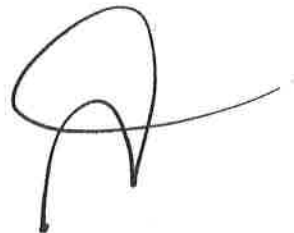
Date

☒ Approved ☐ Denied

7/14/05  
revised 4/10/14

October 22, 2015

MJUSD  
Personnel Dept.  
OCT 27 2015  
**RECEIVED**

A large, stylized handwritten signature, possibly reading 'A', is written over the 'RECEIVED' stamp.

Barbara Bolton  
5918 Park Court  
Marysville, CA 95901

Marysville Joint Unified District  
1919 B Street  
Marysville, CA 95901

To Whom It May Concern:

I, Barbara Bolton, do hereby submit my retirement notice for this district. I would like to thank the board for all of the years I was employed in the service of my community in the capacity of paraprofessional. I would like my retirement date to be December 31, 2015.

Respectfully,

  
Barbara Bolton

Sarah Crawford  
1125 Johnson Ave  
Marysville Ca.  
October 28, 2015

MJUSD  
Personnel Dept.

OCT 28 2015

RECEIVED

To whom it may concern:

This is a letter to inform you that I, Sarah J. Crawford, am resigning from my position with Marysville Joint as a personal assistant at Kynoch Elementary due to personal reasons. I have notified my school site of my plans. I am giving two weeks notice, so that a suitable candidate can be found to fill my position. My final day will be November 11<sup>th</sup>, 2015. I have enjoyed working for MJUSD these last few years and hope I will have future opportunities with the company.

Sincerely,



Amber Watson  
Director Nutrition Services  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

MJUSD  
Personnel Dept.  
NOV 02 2015  
RECEIVED  
RECEIVED OCT 26 2015

October 26, 2015

Please except this letter as my formal resignation from Marysville Joint Unified School District Nutritional Services, Browns Valley site 103 effective December 31<sup>st</sup> 2015. My family will be relocating.

I want to take this opportunity to thank you for the opportunity and time spent on my training. The relationships I have made during my employment will truly be memorial.

Sincerely,  
Ryan Crockett

SEP 04 2015

RECEIVED

Mary Moua  
1620 Tadpole Way  
Marysville, CA 95901  
(530) 632-8528  
mmoua@mjustd.com

09/04/2015

Student Support Specialist  
MJUSD STARS  
1919 B Street  
Marysville, CA 95901

Dear Ashley Vette:

I would like to inform you that I am resigning from my position as a Student Support Specialist for the STARS/ASES Program, effective September 14, 2015.

Thank you for the great opportunities for professional and personal developments that you have provided me during these past many years. I have enjoyed working for this amazing program and appreciate the support provided to me during my time with STARS/ASES.

If I can be of any help during this transition, please let me know.

Sincerely,



Mary Moua

Includes Purchase Orders dated 10/01/2015 - 10/31/2015

Board Meeting Date November 17, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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## Location Abe Lincoln (50)

P16-01486	CDW-GOVERNMENT, INC.	Ind Study Printer	01-4410-1100	618.13
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## Location After School Program (107)

P16-01631	AssetGenie, Inc., dba AG iRepair	iPad 2 Stars Broken LCD	01-5641-6010	109.00
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## Location Arboga Elementary (01)

P16-01378	PARENT INSTITUTE	MATERIALS FOR PARENT INVOLVEMENT	01-5801-3010	586.95
P16-01380	AMAZON.COM	Classroom Books/RAMERIZ	01-4300-3010	646.66
P16-01381	AMAZON.COM	Supplies/PRESTON	01-4300-1100	53.74
P16-01382	OFFICE DEPOT B S D	Folding Tables	01-4300-1100	1,483.44
P16-01424	NWN CORPORATION	ARB Ultra Short Throw Projectors	01-4410-0003	2,451.00
P16-01429	WAL-MART COMMUNITY BRC	ARB WalMart	01-4300-1100	500.00
P16-01435	TIME FOR KIDS	TIME for Kids/ STRAOLZ, CHERRY, JONES	01-4300-3010	598.69
P16-01438	MobyMax	MOBYMAX/PRESTON	01-5801-0003	751.43
P16-01440	WriteSteps	Write Steps/PRESTON	01-4300-0003	35.25
P16-01444	University of Oregon Ctr on Teaching and Learning	Dibels/PRESTON	01-5801-0003	559.00
P16-01535	RENAISSANCE LEARNING, INC	ARB STAR Add-On 15-16 SY	01-5801-0003	513.00
P16-01571	NWN CORPORATION	ARB Ultra Short Throw Projectors	01-4410-0003	4,902.00
P16-01633	SCHOLASTIC	Scholastic News/RAMIREZ	01-4300-3010	127.92
P16-01638	OFFICE DEPOT B S D	Classroom Supplies/STRAOLZINI	01-4300-1100	32.13
Total Location				13,241.21

## Location Business Services (106)

P16-01549	KINGSLEY BOGARD, LLP.	Legal Services 2014-2015	01-5830-0000	140,000.00
P16-01596	HUNTLEY-SHEEHY INSURANCE	Flood Insurance Arboga Class #9	01-5450-0000	1,169.00
P16-01705	MYERS-STEVENSON & CO INC	Farm Day-Multi Sites 10/2/15	01-5890-9010	614.25
Total Location				141,783.25

## Location Categorical (203)

P16-01569	Document Tracking Services	CATEGORICAL/PROGRAM INFORMATION	01-5801-0003	7,085.00
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## Location Cedar Lane Elementary (05)

P16-01573	BUREAU OF LECTURES & CONCERT ARTISTS	Monica	01-5801-1100	450.00
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## Location

Includes Purchase Orders dated 10/01/2015 - 10/31/2015

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05) (continued)				
P16-01590	JEST IN TIME EDUCATIONAL PROG	Monica	01-5801-1100	620.00
Total Location				1,070.00
Location Charter Academy For Fine Arts (42)				
P16-01405	BAND SHOPPE	Supplies - Band	09-4300-0004	13,389.03
P16-01415	AMAZON.COM	Supplies - McDowell	09-4300-0000	5.86
P16-01436	AMAZON.COM	Supplies - Atkins	09-4300-0000	1,010.72
P16-01437	UNION LUMBER COMPANY	Supplies - Drama	09-4300-0000	500.00
P16-01450	Richard Valentini	Tutoring Services	09-5801-0004	2,500.00
P16-01452	AMAZON.COM	Supplies - Dance Dept.	09-4300-9010	1,205.17
P16-01461	WAL-MART COMMUNITY BRC	Supplies - Drama	09-4300-0000	500.00
P16-01466	LIBERTY FLAGS INC	MCAA	09-4300-0000	64.83
P16-01467	RESULTS RADIO KKCY COUNTRY/KMJE MAGIC 101.5	Performance Advertisement	09-5890-0000	135.00
P16-01505	THE MARKERBOARD PEOPLE	Supplies - McDowell	09-4300-1100	180.34
P16-01507	B & H PHOTO	Supplies - Wesigerber	09-4410-1100	1,137.73
P16-01508	SAMS CLUB DIRECT	Supplies	09-4300-0000	500.00
P16-01513	GOVCONNECTION, INC.	MCAA ELPLP42 Lamps	09-4300-0000	125.54
P16-01514	NWN CORPORATION	MCAA Color Printer	09-4300-1100	435.97
P16-01529	HEWLETT-PACKARD COMPANY	MCAA Laptop	09-4410-1100	1,021.33
P16-01533	NORTH WOODWINDS	Instrument Repair	09-5641-0000	2,698.52
P16-01564	MYERS-STEVENS & CO INC	Short Term Insurance	09-5890-0000	35.00
P16-01565	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Supplies - 12th Grade	09-4300-9010	1,087.90
P16-01599	APPLE COMPUTER INC	Supplies - Dornfeld	09-4300-0000	31.18
P16-01606	GOVCONNECTION, INC.	MCAA ELPLP42 Lamps	09-4300-0000	125.54
P16-01608	Follett School Solutions, Inc.	Supplies - Ellismore	09-4100-0000	216.72
P16-01634	Today's Classroom	Supplies - Testing	09-4300-1100	526.16
P16-01635	NWN CORPORATION	Supplies - Ramirez	01-4300-0000	34.40
P16-01660	FEDERAL EXPRESS CORP	Postage	09-5910-0000	30.00
P16-01682	AMAZON.COM	Supplies - Dance	09-4300-9010	586.00
P16-01683	Mary Elizabeth Parker	Martial Arts Instruction	09-5801-0000	1,000.00
P16-01687	GOVCONNECTION, INC.	MCAA ELPLP42 Lamps	09-4300-0000	251.08

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Charter Academy For Fine Arts (42) (continued)</b>				
P16-01688	PETE'S MUSIC & ACCORDIAN CENTER	Supplies - Strings	09-4300-1100	86.00
P16-01706	AMAZON.COM	Supplies - Dance	09-4300-9010	127.41
<b>Total Location</b>				<b>29,547.43</b>
<b>Location Child Development (51)</b>				
P16-01391	WEST ED	Kathy Woods DRDP Training	12-5801-6052	1,950.00
				<b>2,650.00</b>
P16-01395	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	MCC Bernie Ridgeway	12-4300-5025	4,778.87
				<b>2,775.28</b>
				<b>536.43</b>
P16-01468	APPEAL DEMOCRAT	CD Openings-YF Site Supervisor	12-5890-6105	384.28
P16-01558	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Pre Supplies	12-4300-6105	420.86
P16-01605	ABC SCHOOL EQUIPMENT	Preschool Blinds	12-4300-6105	319.44
P16-01649	AMAZON.COM	Crowd Control Stanchions	12-4300-6105	523.98
<b>Total Location</b>				<b>14,339.14</b>
<b>Location Community Day School (54)</b>				
P16-01574	MYERS-STEVENS & CO INC	Field Trip to take the ASVAB	01-5890-1100	35.00
P16-01575	AMAZON.COM	Resources books	01-4300-0004	33.91
P16-01607	GOVCONNECTION, INC.	CDS ELP42 Lamp	01-4300-1100	125.54
<b>Total Location</b>				<b>194.45</b>
<b>Location Cordua Elementary (07)</b>				
P16-01640	STAPLES OFFICE SUPPLY	instr. material and supplies	01-4300-0004	74.75
P16-01664	PERIPOLE, INC	Music Cordua	01-4300-1100	196.74
<b>Total Location</b>				<b>271.49</b>
<b>Location Covillaud Elementary (09)</b>				
P16-01360	AMAZON.COM	COV Tech	01-4300-0003	71.49
<b>Location Custodial Supervisor (206)</b>				
P16-01388	J.C. NELSON SUPPLY COMPANY	Custodial Supplies	01-4320-0000	418.18
P16-01490	ULINE.COM	Covillaud/Ed Lawther	01-4320-0000	423.05
P16-01656	HILL YARD - SACRAMENTO	Cap Assembly	01-4320-0000	210.39
<b>Total Location</b>				<b>1,051.62</b>

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Includes Purchase Orders dated 10/01/2015 - 10/31/2015

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Dobbins Elementary (11)</b>				
P16-01483	SPELLING CITY	Spelling City	01-5801-1100	106.00
P16-01485	CURRICULUM ASSOCIATES	Quick - Word Handbooks (Kelly Bertsch)	01-4300-0003	97.28
			<b>Total Location</b>	<b>203.28</b>
<b>Location Edgewater Elementary (12)</b>				
P16-01592	SAXON PUBLISHERS INC	COVERT First Grade	01-4200-0003	2,042.94
P16-01597	AssetGenie, Inc., dba AG iRepair	iPad Screen Repair - Lunden Duenas	01-5641-1100	89.00
P16-01604	IXL SUBSCRIPTIONS DEPARTMENT	Edgewater School	01-5801-0003	3,576.00
P16-01623	STUDENT SUPPLY COMPANY	EDG Attendance	01-4300-1100	370.18
P16-01642	AMAZON.COM	Elmo Cord	01-4300-1100	16.11
			<b>Total Location</b>	<b>6,094.23</b>
<b>Location Ella Elementary (13)</b>				
P16-01609	SAMS CLUB DIRECT	Parent Meeting Snacks	01-4300-1100	400.00
<b>Location Facilities (66)</b>				
P16-01674	NATIONAL ANALYTICAL LABRATORIES, INC.	8155: Linda HVAC	01-6222-6230	625.00
P16-01675	NATIONAL ANALYTICAL LABRATORIES, INC.	8164: MHS Kitchen	14-6222-0000	475.00
P16-01676	ARC	8151: Lindhurst P39 plans	14-6229-0000	75.20
P16-01677	WARREN CONSULTING ENGINEERS, INC.	8150 MCAA Portable	09-6222-0000	2,500.00
P16-01678	TWIN CITIES TREE SERVICE	8150: MCAA Ports	09-6229-0000	2,450.00
P16-01679	DIVISION OF STATE ARCHITECT	8164: MHS Kitchen	14-6223-0000	400.00
P16-01680	DIVISION OF STATE ARCHITECT	8149: Covillaud Fencing	01-6223-0010	2,686.29
P16-01691	NATIONAL ANALYTICAL LABRATORIES, INC	8155: Linda HVAC	01-6222-6230	785.00
			<b>Total Location</b>	<b>9,996.49</b>
<b>Location Foothill Intermediate (35)</b>				
P16-01392	SUTTER COUNTY SCHOOLS	FHS	01-4300-9010	880.00
P16-01426	MobyMax	Spec. Ed	01-5801-6500	99.00
P16-01489	AMAZON.COM	FHS	01-4300-1100	17.78
P16-01522	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	FHS	01-5890-9010	3,965.00
P16-01636	RISO PRODUCTS OF SACRAMENTO	FHS	01-4300-0003	123.38
			<b>Total Location</b>	<b>5,085.16</b>
<b>Location Grounds (65)</b>				

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Includes Purchase Orders dated 10/01/2015 - 10/31/2015

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Grounds (65)</b>				
P16-01536	TWIN CITIES TREE SERVICE	Arbor Day Project	01-5801-0000	6,900.00
P16-01613	UNITED RENTALS	GROUNDS/SUPPLIES	01-4300-0000	500.00
P16-01693	AKSK Paint	GROUNDS / SUPPLIES	01-4300-0000	100.00
<b>Total Location</b>				<b>7,500.00</b>
<b>Location Instruction (IMC) (110)</b>				
P16-01383	CONSCIOUS TEACHING LLC	Conscious Teaching Training for CDS	01-5801-4035	3,500.00
P16-01398	Illuminate Education, Inc.	Illuminate Gradebook Training	01-5801-0004	750.00
P16-01539	Illuminate Education, Inc.	Illuminate Education 2015-16	01-5801-0004	53,058.50
P16-01552	Houghton Mifflin Harcourt	Gr4 Go Math! for DO	01-4100-0004	709.50
P16-01595	MUSICIANS FRIEND	Multiple Sites	01-4300-0004	14,918.10
<b>Total Location</b>				<b>72,936.10</b>
<b>Location Johnson Park Elementary (15)</b>				
P16-01516	Beach Hut Deli	Buy back day lunch	01-4300-1100	175.68
P16-01620	HEWLETT-PACKARD COMPANY	JPE Laptops	01-4410-0003	4,001.28
P16-01641	THE TREE HOUSE	Johnson Park Ink	01-4300-0003	1,010.79
<b>Total Location</b>				<b>5,187.75</b>
<b>Location Kynoch Elementary (17)</b>				
P16-01453	PETE'S MUSIC & ACCORDIAN CENTER	Instruments for the music program	01-4300-1100	4,085.00
P16-01455	MYERS-STEVENSON & CO INC	field trip Ins.	01-5890-9010	187.25
P16-01456	MYERS-STEVENSON & CO INC	Field trip ins.	01-5890-9010	148.75
P16-01459	BISHOP'S PUMPKIN FARM	FIELDTRIP	01-5890-9010	968.00
P16-01463	MYERS-STEVENSON & CO INC	Trip insurance	01-5890-9010	227.50
P16-01464	WOODWIND AND BRASSWIND	Instruments for the music program	01-4300-1100	955.68
P16-01474	MYERS-STEVENSON & CO INC	Sutter Buttes Trip Insurance	01-5890-9010	218.75
P16-01475	MYERS-STEVENSON & CO INC	Field trip Ins.	01-5890-9010	185.50
P16-01540	DEMCO	Supplies	01-4300-1100	115.04
P16-01541	EMPIRE MINE STATE HISTORIC PARK	Trip Deposit	01-5890-9010	80.00
P16-01594	MYERS-STEVENSON & CO INC	Trip Ins	01-5890-9010	148.75
P16-01600	HANDWRITING WITHOUT TEARS	Supplies	01-4300-0003	17.49
P16-01626	PERMA BOUND	BOOKS	01-4200-0003	5,026.31

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Kynoch Elementary (17) (continued)</b>				
P16-01702	MIDAMERICA BOOKS	Library Books	01-4200-0003	222.80
P16-01703	SMILEMAKER INC	Supplies	01-4300-1100	50.03
<b>Total Location</b>				<b>12,636.85</b>
<b>Location Linda Elementary (19)</b>				
P16-01454	ACP DIRECT	computer headphones	01-4300-0004	564.66
P16-01476	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Pressure Washer	01-4320-1100	475.10
P16-01493	SAMS CLUB DIRECT	Open Purchase order for Sam's Club Direct	01-4300-1100	5,000.00
P16-01518	MYERS-STEVENSON & CO INC	short term insurance	01-5890-9010	54.25
P16-01519	MYERS-STEVENSON & CO INC	short term insurance	01-5890-9010	147.00
P16-01525	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Shady Creek 5/23-27, 2016 First installment	01-5890-9010	10,925.00
P16-01527	HEWLETT-PACKARD COMPANY	Linda Elementary Laptops	01-4410-0003	8,170.61
P16-01648	MYERS-STEVENSON & CO INC	short term insurance	01-5890-9010	154.00
<b>Total Location</b>				<b>25,490.62</b>
<b>Location Lindhurst High (43)</b>				
P16-01397	NEWTON SAW & TOOL INC	Woodshop	01-4300-0003	150.00
P16-01401	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Ladder	01-4300-0004	152.73
P16-01402	TROXELL COMMUNICATIONS INC	LHS Projection Screens	01-4300-0004	278.43
P16-01423	Temple Associates, Inc.	ROPLHS WELD	01-6491-3550	5,225.63
P16-01428	NWN CORPORATION	LHS Samsung Printers	01-4300-0004	506.54
P16-01430	TROXELL COMMUNICATIONS INC	LHS Spangler	01-4300-3550	1,175.83
P16-01431	MEDCO SCHOOL FIRST AID	LHS ROP Sports Medicine	01-4410-3550	3,865.70
P16-01432	NASCO	LHS ROP Sports Medicine	01-6491-3550	7,125.66
P16-01441	MYERS-STEVENSON & CO INC	ED Field Trip 10/8/15	01-4300-3550	3,180.82
P16-01442	MYERS-STEVENSON & CO INC	ED Field Trip 10/15/15	01-4300-3550	54.43
P16-01443	SHADD JANITORIAL SUPPLY	Culinary Program	01-5890-1100	35.00
P16-01446	MYERS-STEVENSON & CO INC	ED Field Trip 10/22/15	01-5890-1100	35.00
P16-01448	MYERS-STEVENSON & CO INC	ED Field Trip 11/5/15	01-4300-0004	591.25
P16-01449	MYERS-STEVENSON & CO INC	ED Field Trip 1/14/2016	01-5890-1100	35.00
			01-5890-1100	35.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P16-01457	MYERS-STEVENSON & CO INC	ED Field Trip 2/4/16	01-5890-1100	35.00
P16-01460	Agri-Direct	LHS ROP AGRI DEPT	01-4410-3550	1,428.37
P16-01462	WOODWIND AND BRASSWIND	LHS Music Program	01-4300-0004	2,447.78
			01-4410-0004	15,305.85
P16-01482	TROXELL COMMUNICATIONS INC	LHS Elmos	01-4410-0004	4,229.05
P16-01494	FOODMAXX	C-Building Water	01-4300-1100	328.92
P16-01502	AMAZON.COM	Classroom Supplies	01-4300-0003	247.65
P16-01503	AMAZON.COM	Classroom Supplies/Social Science	01-4300-0003	144.97
P16-01531	Camaster, Inc.	LHS CTE McCULLOUGH	01-4300-3550	268.75
			01-6491-3550	7,427.13
			01-4300-1100	310.80
P16-01555	FOODMAXX	C-Building Water		
P16-01560	AMAZON.COM	ROP Classroom Supplies/Spangler	01-4300-0004	1,167.17
P16-01562	AMAZON.COM	Library Books	01-4200-0003	1,737.10
P16-01570	PIAZZ PARTY RENTAL	Rentals	01-5630-1100	2,000.00
P16-01579	POSITIVE PROMOTIONS	Red Ribbon Week Supplies	01-4300-6690	657.75
P16-01584	J.W. PEPPER & SON, INC	Classroom Supplies/Music	01-4300-0003	50.71
P16-01601	CAPITOL PLYWOOD INC.	Classroom Supplies/McCullough	01-4300-0003	306.38
P16-01628	AMAZON.COM	ROP Classroom Supplies/Spangler	01-4300-0004	777.28
P16-01639	AMAZON.COM	Classroom Supplies/Priddy	01-4300-0003	379.45
P16-01667	J.W. PEPPER & SON, INC	Classroom Supplies/Music	01-4300-0003	108.89
P16-01686	GOVCONNECTION, INC.	LHS ELP42 Lamps	01-4300-0003	502.15
Total Location				62,343.17
Location Loma Rica Elementary (21)				
P16-01399	AMAZON.COM	Supplies	01-4300-0004	34.38
P16-01400	AMAZON.COM	Classroom Supplies	01-4300-0003	31.23
P16-01403	SMILEMAKER INC	Office Supplies	01-4300-1100	15.91
P16-01598	CURRICULUM ASSOCIATES	i-Ready Reading Program	01-5801-3010	3,537.50
P16-01637	AMAZON.COM	Office supplies	01-4300-0004	17.18
P16-01657	AMAZON.COM	Supplies	01-4300-0004	21.09
Total Location				3,657.29

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Maintenance (63)</b>				
P16-01406	GEARY PACIFIC SUPPLY	MAINTENANCE/OLIVEHURST	14-4410-0000	3,079.99
P16-01408	GORLITZ SEWER & DRAIN INC	MAINTENANCE	01-4300-8150	991.51
P16-01409	SHIFFLER EQUIPMENT SALES INC	MAINTENANCE/CORDUA#2	01-4300-8150	72.56
P16-01478	CRANMER ENGINEERING	MAINTENANCE/WATER TESTING	01-5801-8150	1,440.00
P16-01479	FEATHER RIVER AIR QUALITY	MAINTENANCE/2016 PERMITS	01-5890-8150	2,314.38
P16-01510	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/COVILLAUD	01-5801-8150	850.00
P16-01511	ABC SCHOOL EQUIPMENT	MAINTENANCE/YUBA GARDENS	01-4300-8150	1,084.38
P16-01543	VOLTAGE SPECIALISTS	MAINTENANCE/LHS	01-4410-8150	790.00
P16-01544	P&D COMMERCIAL PARTS & SERVICE	MAINTENANCE/MATT	01-4300-8150	58.10
P16-01545	TRANE COMPANY	MAINTENANCE/EDGEWATER	14-4410-0000	1,312.45
P16-01566	VISUAL IMPACT SIGNS	MAINTENANCE/LHS	01-4300-8150	241.88
P16-01567	VERIZON WIRELESS	iPhone 6, Maurice Negueloua, 530-628-0621	01-4410-0000	193.62
P16-01611	Carpet II Inc. DBA Premier Floors	MAINTENANCE/MCAA	09-5801-0000	6,615.61
P16-01612	Carpet II Inc. DBA Premier Floors	MAINTENANCE/LHS VARIOUS	01-5801-8150	30,541.09
P16-01616	FRENCH'S FLOOR FASHIONS	MAINTENANCE/TRANSPORATION OFFICE	01-5801-0230	5,299.00
P16-01617	FRENCH'S FLOOR FASHIONS	MAINTENANCE/CEDAR LANE ROOM C106	01-5801-8150	4,410.00
P16-01645	DICKINSON ENERGY SOLUTIONS	MAINTENANCE LINDA RM#104	01-5801-8150	100.00
P16-01669	MIKE'S CRANE SERVICE	MAINTENANCE/EDGEWATER	01-5801-8150	250.00
P16-01670	Mack's Auto Body	MAINTENANCE/KNOX BOXES	01-5801-8150	134.38
P16-01673	REFRIGERATION SUPPLIES DISTRIB	MAINTENANCE	01-4300-8150	314.00
P16-01692	RB SPENCER	MAINTENANCE/MHS AG	01-5801-8150	172.00
<b>Total Location</b>				<b>60,264.95</b>
<b>Location Marysville High (45)</b>				
P16-01225	ELITE UNIVERSAL SECURITY	Football Security	01-5801-1100	1,500.00
P16-01229	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON CARROLL	Football Security for 2015/2015 season	01-5801-1100	866.25
P16-01379	OFFICE DEPOT B S D	supplies	01-4300-6690	39.88
P16-01394	BRIDGES TRANSITIONS	Bridges	01-5801-3010	1,263.13
P16-01427	SWIS	Renewal	01-5801-3010	400.00
P16-01433	HUMAN KINETICS	MHS Sports Medicine	01-4200-3550	1,743.75
P16-01439	NWN CORPORATION	MHS Samsung Toner for ML4020ND	01-4300-0003	146.19

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P16-01469	WOODCRAFT	MHS Woodshop	01-4300-3550	657.59
			01-4410-3550	8,749.96
P16-01471	MYERS-STEVENSON & CO INC	*** Please Bill : ETS CSU CHICO	01-5890-9010	75.00
P16-01472	AMAZON.COM	Supplementals Goal #1 1.2 pg 20	01-4200-0003	344.94
P16-01487	MEDCO SCHOOL FIRST AID	MHS ROP Sports Medicine	01-4300-3550	554.98
P16-01491	AMAZON.COM	ROP Early Child Dev	01-4300-0004	34.81
P16-01512	SEPS Graphics	Classroom Supplies ROP Small Business	01-4300-0004	82.25
P16-01515	STAPLES OFFICE SUPPLY	PBIS Awards/Incentives	01-4300-9010	1,000.00
P16-01517	ADORAMA CAMERA, INC.	MHS ROP Moveen Camaras	01-4300-3550	398.83
			01-4410-3550	4,994.71
P16-01524	NASCO	MHS Farrah Ag	01-4300-3550	1,141.61
			01-4410-3550	2,629.05
P16-01526	MYERS-STEVENSON & CO INC	FieldTrip Ins. 10/14-10/17	01-5890-0004	35.00
P16-01542	AMAZON.COM	Jiminez Carl Perkins	01-4410-3550	698.74
P16-01572	RISO PRODUCTS OF SACRAMENTO	MHS - Goal #1, 1.2, pg 20	01-4300-0003	1,009.44
P16-01593	CENGAGE LEARNING	Plant & Soil Science Supplemental Text	01-4200-3550	6,432.80
P16-01654	UNION LUMBER COMPANY	Athletics	01-4300-0000	61.83
P16-01655	ARNE'S PAINT STORE INC.	Athletics	01-4300-0000	51.51
P16-01662	GOVCONNECTION, INC.	Carl Perkins Webcam	01-4300-3550	1,707.96
P16-01668	SAMS CLUB DIRECT	PBIS supplies	01-4300-9010	300.00
P16-01671	AMAZON.COM	ROP WOODSHOP	01-4300-9010	222.53
P16-01672	Vernier Software & Technology	SCIENCE/MOFFITT	01-4300-3010	703.05
P16-01684	HEWLETT-PACKARD COMPANY	MHS Carl Perkins Special Build Comp	01-4410-3550	6,947.51
P16-01694	NEWSBANK, INC. 397 MAIN STREET	Newsbank annual subscription 2015/16	01-5801-3010	3,665.00
P16-01697	MYERS-STEVENSON & CO INC	Field Trip Insurance 10/21/15	01-5890-7010	35.00
P16-01698	MYERS-STEVENSON & CO INC	Field Trip insurance for 11/18/15	01-5890-7010	35.00
P16-01699	MYERS-STEVENSON & CO INC	Field Trip insurance for 1/13/16	01-5890-7010	35.00
P16-01700	MYERS-STEVENSON & CO INC	Field Trip insurance for 2/3/16	01-5890-7010	35.00
P16-01701	MYERS-STEVENSON & CO INC	Field Trip insurance for 3/9/16	01-5890-7010	35.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location McKenney Intermediate (37)			Total Location	48,633.30
P16-01309	PETE'S MUSIC & ACCORDIAN CENTER	BAND	01-4300-1100	300.00
P16-01451	Courthouse Cafe	CATERING	01-4300-1100	254.76
P16-01550	SWIS	SWIS	01-5801-1100	300.00
P16-01551	AMAZON.COM	BEYMER	01-4300-1100	150.49
P16-01557	AMAZON.COM	SCIENCE	01-4300-1100	164.09
P16-01563	RESOURCES FOR EDUCATORS REMIT PROCESSING DEPT	MIDDLE YEARS FOR NEWSLETTER	01-4300-3010	278.00
P16-01585	PTM DOCUMENT SYSTEMS P.O. BOX 7789	MCK/PRINT TO MAIL	01-4300-1100	575.19
P16-01621	OLIVER WORLDCLASS LABS	MCK SMART Tools	01-5801-0003	183.00
P16-01681	TROXELL COMMUNICATIONS INC	McK Chromebook Carts	01-4410-0003	2,848.75
Total Location				5,054.28

Location Nutrition Services (73)				
P16-01384	REFRIGIWEAR	Deliver to Warehouse	13-4300-5310	921.79
P16-01385	Bell Tasty Foods Inc.	Food Order to Warehouse	13-9325-5310	5,814.00
P16-01386	Aqua Clean Solutions	Service Equipment at MHS	13-5641-5310	897.00
P16-01387	PRO PACIFIC FRESH	Glove delivery to Warehouse	13-9326-5310	200.29
P16-01410	WAWONA FROZEN FOODS	Food Order Deliver to Warehouse	13-9325-5310	7,501.20
P16-01411	TYSON FOODS	Food Delivery for Warehouse	13-9325-5310	10,323.56
P16-01412	GOLD STAR FOODS	Potato Order for Warehouse	13-9325-5310	2,053.80
P16-01413	LA TAPATIA TORTILLERIA, INC	Chip delivery for Warehouse	13-9325-5310	284.00
P16-01419	Fat Cat Scones	Cookie Order, deliver to Warehouse	13-9325-5310	3,096.00
P16-01420	PILGRIM'S PRIDE CORPORATION	Chicken Order, deliver to Warehouse	13-9325-5310	10,894.50
P16-01496	PRO PACIFIC FRESH	Glove Order, deliver to Warehouse	13-9326-5310	128.01
P16-01497	LA TAPATIA TORTILLERIA, INC	Chip Delivery to Warehouse	13-9325-5310	426.00
P16-01498	BERNARD FOOD INDUSTRIES	Spice Delivery to Warehouse	13-9325-5310	787.20
P16-01499	GOLD STAR FOODS	Food Order, deliver to Warehouse	13-9325-5310	1,789.93
P16-01500	PRO PACIFIC FRESH	Food Order, Deliver to Warehouse	13-9325-5310	2,425.50
P16-01501	SYSCO FS OF SACRAMENTO INC.	Juice Order, deliver to Warehouse	13-9325-5310	6,465.00
P16-01509	SYSCO FS OF SACRAMENTO INC.	Food Order	13-9325-5310	2,229.05
			13-9326-5310	584.37

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P16-01537	ADVANCE PIERRE FOODS	Advance Pierre Foods	13-9325-5310	11,291.76
P16-01538	Elements Food, Inc.	Food Order	13-9325-5310	6,981.73
P16-01546	TWENTIETH CENTURY FOOD PRODUCT	Food Order	13-9325-5310	9,121.28
P16-01547	The Fruitguys	The Fresh Fruit and Vegetable Program	13-4716-5370	13,700.00
P16-01548	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Food Order	13-4716-5310	221.00
			13-9325-5310	806.00
P16-01559	Edgar Rodriguez	Student Refund	13-5892-5310	73.55
P16-01580	BUENA VISTA FOOD PRODUCTS	Food Order	13-9325-5310	9,934.00
P16-01581	SYSO FS OF SACRAMENTO INC.	Vegetable Order	13-9325-5310	686.95
P16-01582	SYSO FS OF SACRAMENTO INC.	Soy Milk	13-9325-5310	398.00
P16-01665	Whaley Foodservice Repairs C/O BB&T	Yuba Gardens Warmer	13-4300-5310	41.60
P16-01666	PRO PACIFIC FRESH	Gloves	13-9326-5310	1,492.82
Total Location				111,569.89
Location Olivehurst Elementary (25)				
P16-01425	NWN CORPORATION	MR. EGGERS	01-4410-1100	1,207.23
P16-01470	PENWORTHY / MEDIA SOURCE	BOOKS	01-4200-3010	688.32
P16-01488	School Furniture 4 Less	SUPPLIES	01-4300-1100	1,307.10
P16-01504	DEMCO	MATERIALS AND SUPPLIES	01-4200-0003	484.87
P16-01530	The Brick Coffee House Cafe	MEETING AND SUPPLIES	01-4300-1100	300.00
P16-01561	Oliver & Andy's Book Co.	Library Books	01-4200-0003	136.71
			01-4200-3010	776.23
P16-01663	NWN CORPORATION	OLV Laptop Battery	01-4300-1100	99.98
P16-01685	TROXELL COMMUNICATIONS INC	OLV Chromebook Carts	01-4410-0003	5,697.50
Total Location				10,697.94
Location Pupil Services (202)				
P16-00053	SUTTER COUNTY SCHOOLS	DHH program	01-5801-6500	30,826.08
P16-01553	PEARSON CUSTOMER SERVICE	Linda A psych order	01-4300-0000	796.03
P16-01554	MULTI HEALTH SYSTEMS, INC	Linda A psych order	01-4300-0000	92.40
P16-01624	SUPER DUPER PUBLICATIONS DEPT SD 2004	Supplies for NH/ED/CS	01-4300-6500	292.13
P16-01629	HEWLETT-PACKARD COMPANY	Pupil Svcs Monitors	01-4300-6500	624.75

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Pupil Services (202) (continued)</b>				
P16-01695	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech Materials for Y.C.	01-4300-6500	34.32
			<b>Total Location</b>	<b>32,665.71</b>
<b>Location Purchasing (104)</b>				
P16-01404	THE TREE HOUSE	Toner for printer	01-4300-0000	248.64
P16-01421	ADVANCED INTEGRATED PEST MANAGEMENT	Bat Service	01-5582-0000	629.00
P16-01586	PITNEY BOWES SUPPLIES OPERATIONS	D.O./MAILROOM	01-4300-0000	53.90
P16-01610	Pitney Bowes Reserve Account	District - Parcel Postage15-16 SY	01-5910-0000	2,000.00
			<b>Total Location</b>	<b>2,931.54</b>
<b>Location South Lindhurst (47)</b>				
P16-01393	Creative Imaging Center	School Pictures	01-4300-1100	374.10
P16-01480	AMAZON.COM	English	01-4200-0003	156.45
P16-01484	MYERS-STEVENSON & CO INC	South LHS	01-5890-1100	400.00
P16-01578	WAL-MART COMMUNITY BRC	FFA	01-4300-7010	500.00
P16-01602	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	AG Dept.	01-4300-7010	1,087.00
P16-01652	BARNES & NOBLE BOOKSTORE	SLHS	01-4200-0003	1,500.00
			<b>Total Location</b>	<b>4,017.55</b>
<b>Location Student Discipline/Attendance (109)</b>				
P16-01458	Leah A Eneix	Parenting with Dignity classes	01-5801-0004	3,200.00
P16-01473	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Safety blinds for Discipline and Attendance office	01-4300-0000	533.85
P16-01495	MHS STUDENT BODY SMALL BUSINESS CLUB	PBIS poster designed by Small Business	01-4300-0004	500.00
P16-01619	YUBA COUNTY PROBATION DEPT	PASS CONTRACT 15/16	01-5100-0003	179,351.00
			<b>Total Location</b>	<b>75,000.00</b>
<b>Location Technology (102)</b>				
P16-01396	TROXELL COMMUNICATIONS INC	Speaker Mics for LHS	01-4300-0000	516.13
P16-01434	AMAZON.COM	UPS Battery	01-4300-0000	114.73
P16-01520	ANIXTER-SACRAMENTO	Anixter panduit opticom polymer	01-4300-0000	452.36
P16-01521	EdClub, Inc.	typing club	01-5801-0000	10,432.50
P16-01523	SAMS CLUB DIRECT	Televisions for Technology	01-4410-0000	1,135.20
P16-01528	VERIZON WIRELESS	Technology iPhone 6s	01-4410-0000	396.54

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<b>Location Technology (102) (continued)</b>				
P16-01532	TROXELL COMMUNICATIONS INC	Tech Mounts for TVs	01-4300-0000	731.00
P16-01534	CDW-GOVERNMENT, INC.	Media Converters	01-4300-0000	685.64
P16-01588	TEC-COM	MJUSD CCTV Bubble Replacements	01-4300-0000	1,865.97
P16-01591	Internet Testing Systems, Inc.	Tech Google Training	01-5801-0000	150.00
P16-01625	TEC-COM	Tec-com Network Cabling Material	01-4300-0000	821.54
P16-01627	TEC-COM	Edgewater AV touch screen replacements	01-4410-0000	1,186.88
P16-01630	SIGMAnet	Tech Dell Chromebooks	01-4300-0000	2,730.51
P16-01661	NWN CORPORATION	Color Printer	01-4410-0000	3,031.50
<b>Total Location</b>				<b>24,250.50</b>

<b>Location Transportation (69)</b>				
P16-01407	247 Security Inc.	TRANSPORTATION	01-4300-0230	3,589.00
P16-01418	NORTH VALLEY BARRICADE & SAFET	TRANSPORTATION	01-4364-0230	150.00
P16-01568	APPEAL DEMOCRAT	TRANSPORTATION	01-5890-0230	500.00
P16-01614	MAR-KEY LOCK & SECURITY	TRANSPORTATION	01-4300-0230	100.00
P16-01615	LAKEVIEW PETROLEUM	TRANSPORTATION	01-4361-0230	75,000.00
P16-01643	247 Security Inc.	TRANSPORTATION	01-4300-0230	469.78
P16-01644	SNAP-ON INC	TRANSPORTATION	01-4364-0230	500.00
P16-01646	NORTH VALLEY BARRICADE & SAFET	TRANSPORTATION	01-4300-0230	150.00
P16-01659	MID VALLEY SOUND	TRANSPORTATION	01-4300-0230	279.48
P16-01690	SUTTER BUTTES COMMUNICATIONS	MOBILE RADIO	01-4300-0230	421.98
			01-4410-0230	772.42
<b>Total Location</b>			01-5801-0230	62.38
			<b>Total Location</b>	<b>81,995.04</b>

<b>Location Warehouse (71)</b>				
P16-01414	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 15-16 S.Y.	01-9320-0000	302.78
P16-01481	RAYVERN LIGHTING SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	1,415.13
P16-01492	US GAMES	Warehouse Stock 15-16 S.Y.	01-9320-0000	464.62
P16-01506	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	596.37
P16-01583	Fedex Freight, Inc.	Freight	01-5910-0000	1,549.88
P16-01618	MOHINDER SPORT INC	Warehouse Stock 15-16 S.Y.	01-9320-0000	1,335.54

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<b>Location Warehouse (71) (continued)</b>				
P16-01650	HILLYARD - SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	11,350.28
P16-01651	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	77.40
P16-01704	HEWLETT-PACKARD COMPANY	WHS Computer	01-4410-0000	733.29
<b>Total Location</b>				<b>17,825.29</b>
<b>Location Yuba Feather K-6 (29)</b>				
P16-01632	FLAGHOUSE	Yuba Feather School	01-4300-6500	65.70
P16-01647	SCHOLASTIC MAGAZINES	Yuba Feather School	01-4300-0003	976.21
P16-01696	SUTTER BUTTES COMMUNICATIONS	YFS Radios	01-4300-0004	2,276.63
<b>Total Location</b>				<b>3,318.54</b>
<b>Location Yuba Gardens Intermediate (39)</b>				
P16-01389	SCHOLASTIC MAGAZINES	GATES/YLST	01-4300-0003	4,665.72
P16-01390	VANDEN CORPORATION	YLST	01-5801-0003	3,025.00
P16-01416	SUTTER BUTTES COMMUNICATIONS	YLST/GATES	01-4300-1100	1,612.50
P16-01422	PRESTWICK HOUSE	Classroom Paperbacks	01-4300-0003	3,286.89
P16-01445	J.W. PEPPER & SON, INC	REILEY/GATES	01-4300-0003	10.37
P16-01447	AMAZON.COM	SIMPSON/GATES	01-4300-0003	140.07
P16-01465	WOODWIND AND BRASSWIND	REILEY/GATES	01-4300-0003	1,172.83
P16-01477	AMAZON.COM	WELLMAN/ESSARY/GATES	01-4300-0003	100.99
P16-01556	Two Chix Garden Supply	OLIVER/GATES	01-4300-0004	416.99
P16-01576	J.W. PEPPER & SON, INC	REILEY/GATES	01-4300-0003	193.35
P16-01577	AMAZON.COM	YLST/GATES	01-4300-0003	77.85
P16-01587	PETER HALL'S INSTRUMENT REPAIR	REILEY/GATES	01-5641-0003	1,000.00
P16-01589	PTM DOCUMENT SYSTEMS P.O. BOX 7789	GATES/YLST	01-4300-1100	321.58
P16-01603	AMAZON.COM	BARON/GATES	01-4300-0003	42.72
P16-01653	SACRAMENTO COUNTY OFF. OF ED. CAPITAL SIERRA SLC	YLST/GATES	01-5890-0004	220.00
<b>Total Number of POs</b>				<b>330</b>
<b>Total Location</b>				<b>16,286.86</b>
<b>Total</b>				<b>1,099,009.39</b>

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Oct 30 2015 4:05PM

ESCAPE

ONLINE

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## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	260	926,679.08
09	Chrtr Schs	31	41,078.64
12	Child Dev	6	14,339.14
13	Cafeteria	28	111,569.89
14	Def Maint	5	5,342.64
Total			1,099,009.39

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00138	2,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00187	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00244	3,000.00	01-4364	Gen Fund/Tools/Part	1,000.00
P16-00248	15,000.00	01-5641	Gen Fund/Equip Repa	5,000.00
P16-00264	4,000.00	01-5641	Gen Fund/Equip Repa	1,000.00
P16-00307	51,000.00	01-5530	Gen Fund/Water & Se	6,000.00
P16-00394	4,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00395	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00437	350.00	25-5910	Cap Fac/Postage	150.00
P16-00525	10,000.00	01-5641	Gen Fund/Equip Repa	5,000.00
P16-00530	9,500.00	13-5641	Cafeteria/Equip Repa	5,000.00
P16-00644	800.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00666	800.00	01-4300	Gen Fund/Mat&Suppli	300.00
P16-00671	10,301.25	01-5801	Gen Fund/Contracts	251.25
P16-00731	1,750.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00756	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00778	319,086.42	01-6170	Gen Fund/Land Impro	1,086.42
P16-00793	4,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P16-00850	10,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P16-00871	1,466.58	09-4410	Chtr Schs/Equip NonC	8.00-
P16-00926	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-01251	1,000.32	12-4410	Child Dev/Equip NonC	21.01-
P16-01287	1,000.32	01-4410	Gen Fund/Equip NonC	21.01-
P16-01292	3,200.00	01-5801	Gen Fund/Contracts	2,800.00
P16-01311	1,000.32	09-4410	Chtr Schs/Equip NonC	21.01-
P16-01319	1,000.32	12-4410	Child Dev/Equip NonC	21.01-
Total PO Changes				40,495.63

## FIRST FIVE YUBA COMMISSION

### CONTRACT NO: SP16-101

THIS AGREEMENT ("Agreement") is made this 24<sup>th</sup> day of September, 2015 by and between the FIRST FIVE YUBA COMMISSION ("Commission"), MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("the District"), and PEACH TREE HEALTHCARE, INC. a nonprofit public benefit corporation ("Provider"). The foregoing entities are individually referred to herein as a "party" and collectively as the "parties."

### RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, the District has successfully proposed Strategies to further the result areas in THE FIRST FIVE YUBA STRATEGIC PLAN; and

WHEREAS, the Commission entered into an agreement with the District on April 1, 2015 to operate a mobile dental services vehicle which provided, through a subcontractor, dental care to children in the District regardless of their ability to pay (Contract No. 14-116); and

WHEREAS, during the course of performing that agreement, the District requested that the Commission enter into a new three-party agreement between the Commission, the District, and the dental services provider; and

WHEREAS, it is the intent of the Commission and the District to terminate Contract No. 14-116 and enter into this new agreement which replaces the prior agreement; and

WHEREAS, it is further the intent of the parties that the rights held by the Commission under the prior agreement (Contract No. 14-116) shall not be in any way reduced or diminished, but instead that the responsibilities which were formerly held entirely by the District be divided among the District and the Provider; and

WHEREAS, Provider has the required personnel to provide mobile Professional Dental Services; and

WHEREAS, Provider agrees to examine and treat all eligible children in the Marysville Joint Unified School District ("MJUSD") regardless of their ability to pay;

WHEREAS, the District and Provider warrant that they are qualified and agreeable to render the work, to the extent attributed to either party, proposed in the Statement of Delivery, submitted on August 28, 2014 which is attached hereto as EXHIBIT D and incorporated herein by reference.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. STATE OF DELIVERY

A. The Provider and the District agree to use the funds awarded by the Commission under this Agreement to pay for the mobile dental services as specified in the Scope of Work (EXHIBIT A) and Statement of Delivery (EXHIBIT D) and as set forth elsewhere in this Agreement, but only to the extent that such requirements are specifically attributed or assigned to either party in EXHIBIT A or B.

B. Provider has the sole authority to bill for Professional Dental Services rendered pursuant to this Agreement.

C. The Provider, (including its dentists, dental assistants, and other dental staff) is the sole party responsible for the performance of Professional Dental Services contemplated by this Agreement. The parties hereby agree that pursuant to this Agreement, the District and the Commission are in no way responsible for the provision of Professional Dental Services.

D. Professional Dental Services as defined by this Agreement shall include those professional services typically performed by a licensed dentist. These services include but are not limited to: dental screenings, fillings, extractions, sealants, root canals, and patient and family education. Professional Dental Services shall also include those services typically performed by dental assistants and other dental support staff. These include but are not limited to: patient set-up, x-rays, teeth cleaning, fluoride treatments, dental chart recording and review, and the maintenance of dental equipment and tools (including sterilization).

E. Provider shall provide all equipment, personnel, labor, and materials necessary to provide Professional Dental Services in accord with this Agreement, including those specified in the Scope of Work (EXHIBIT A). Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission or the District. All personnel



performing services on behalf of the Provider shall be qualified to perform such services. In the event of any conflict between any of the provisions of this Agreement (including EXHIBITS) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail. Mundip Singh shall be Provider's project administrator, and shall have direct responsibility for management of Provider's performance under this Agreement

F. Provider agrees to provide the aforementioned mobile Professional Dental Services to the District, during the regular school session and agreed upon holiday breaks.

G. The District agrees to operate, maintain, and insure the Happy Tooth Mobile ("Tooth Mobile") in accordance with this Agreement. District personnel shall be the only individuals to drive the Tooth Mobile, and in NO INSTANCE shall Provider operate or drive the Tooth Mobile. If Provider or any of its employees or agents does operate or drive the Tooth Mobile, it shall be considered in breach of this Agreement and shall be solely responsible for any and all claims made as a result thereof.

H. The District further agrees to provide limited Coordination Services in support of the services contemplated by this agreement. These Coordination Services may include: the distribution and collection of completed Medi-Cal forms, assistance to families of eligible children in the completion of Medi-Cal forms, scheduling and coordination of student appointments, assistance with classroom-based Oral Health Education as contemplated in the Scope of Work (EXHIBIT A), and collection and preparation of data associated with the Tooth Mobile.

I. The District and the Provider will use their best efforts to maintain the Tooth Mobile and all equipment contained within it as recommended by the vehicle or equipment manufacturer. The District shall also perform any repairs or maintenance to the Tooth Mobile that appear prudent or reasonably necessary based on use and appearance, regardless of whether the manufacturer recommends such repair or maintenance. The District and Provider acknowledge that although the Commission has authorized the use of additional funds to make necessary repairs due to catastrophic equipment failure, the Commission is under no obligation to spend those funds, and the District and Provider must use every effort to avoid catastrophic failure to the Tooth Mobile or its equipment.

J. In the event that the Tooth Mobile is no longer mobile, the District and the Provider shall seek to obtain a suitable site for permanent location of the Tooth Mobile, and shall take whatever steps are reasonably necessary to continue use of the Tooth Mobile as a stationary dental services facility serving children within Yuba County.

3. CONTRACT TERM. This Agreement shall begin on the date written above and shall terminate on June 30, 2016, which means that all work required by this Agreement shall be completed by that date.

4. TOTAL PRICE CEILING. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000). FIFTY THOUSAND (\$50,000) shall be used for general maintenance, program materials, advertising and shoreline power for fiscal years 2014-15 and 2015-16. The Executive Director of the Commission, at her sole discretion, may spend up to an additional FIFTEEN THOUSAND (\$15,000) for purposes of necessary repairs due to catastrophic failure of the vehicle or equipment. This additional reserve funding shall be secondary to any insurance coverage which may apply to repair or replace equipment which has failed.

5. BUDGET. The Provider and the District shall use funds derived from this Agreement as outlined in the application budget, Scope of Work (EXHIBIT A), and Statement of Delivery (EXHIBIT D) submitted to and approved by the Commission, and as incorporated into the attached Expenditure and Progress Report as EXHIBIT B and incorporated herein by reference. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Commission's Executive Director. Any modifications to specific line items that vary the budgeted line item by 10 percent or more require approval by the Commission.

6. METHOD OF PAYMENT.

A. Subject to Provider and the District's performance of their respective obligations pursuant to this Agreement and submission of the required quarterly evaluation data and Expenditure & Progress Report form with supporting documentation of all purchases, which may include copies of original receipts/invoices and/or general ledger reports and such additional information as the Executive Director of the Commission may reasonably require, each in a manner that is satisfactory to the Executive Director of the Commission or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse the District and the Provider for allowable expenses on a quarterly basis.

PERIOD	END OF PERIOD	EVALUATION REPORTS DUE	FISCAL REPORTS DUE
1 <sup>st</sup> Quarter of fiscal year	September 30 <sup>th</sup>	October 10 <sup>th</sup>	October 20 <sup>th</sup>
2 <sup>nd</sup> Quarter of fiscal year	December 31 <sup>st</sup>	January 10 <sup>th</sup>	January 20 <sup>th</sup>
3 <sup>rd</sup> Quarter of fiscal year	March 31 <sup>st</sup>	April 10 <sup>th</sup>	April 20 <sup>th</sup>
4 <sup>th</sup> Quarter of fiscal year	June 30 <sup>th</sup>	July 10 <sup>th</sup>	July 20 <sup>th</sup>

The required Expenditure & Progress Report form is set forth in EXHIBIT B and may be modified by the Commission from time to time.

B. Commission staff will process timely invoices before processing late ones. Any invoice submitted more than forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless the District or Provider has obtained prior written Commission approval to the contrary.

C. The Commission shall not be financially responsible for services provided outside the terms of this Agreement.

## 7. INSURANCE

A. General Liability. Provider shall procure and maintain and provide for the duration of this contract, proof of a general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Provider's insurance shall name the Commission and District, and each of their officials, employees, agents and volunteers as additional insureds by endorsement to the policy. District to provide proof of general liability to Commission, naming the Commission as additional covered party with same limits as required by Provider in this section.

B. Professional Liability insurance. Provider shall maintain and provide the District and the Commission proof of Professional Liability Insurance in the amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate. This Professional Liability insurance shall include coverage as appropriate for medical malpractice errors and omissions, and sexual misconduct coverage. Claims Made coverage form is acceptable, however the retroactive date must be before the date of this contract.

C. Automobile. Where the services to be provided under this Agreement involve or require the use of any type of vehicle, the Provider and the District shall also maintain and provide the Commission with proof of comprehensive business or commercial automobile liability coverage including owned, non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).

D. Compensation. As required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

E. Property Insurance. District shall maintain adequate coverage for all District-owned personal property in the Tooth Mobile or elsewhere to which the Provider may have access under this Agreement. Provider shall be solely responsible for obtaining adequate property insurance for Provider's personal property, equipment and materials while located in the Tooth Mobile or elsewhere. The District is not responsible for personal property losses suffered by Provider, its officials, employees, agents or volunteers.

F. The foregoing policies shall remain in force throughout the lifetime of this Agreement, and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis unless the Commission specifically consents to a "claim made" basis. Additionally, Commission shall be named as additional insured. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement.

G. During the term of this Agreement, each party with an obligation to procure insurance under the terms of this Agreement shall furnish the other parties with original certificates and amendatory endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage. All certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All such documents shall be received and approved by the other parties before work commences. The Commission and the District reserve the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

#### 8. ASSIGNMENT AND SUBCONTRACTS

A. Assignment. No party shall assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of the other two parties. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring the approval of the other two parties.

B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of the other two parties. If the parties consent to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for the subcontractor's performance. Each party shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to all parties within thirty (30) days of execution of the subcontract.

#### 9. EVALUATION.

A. Provider shall collect data as required for evaluation purposes in a format designed by Commission staff and evaluator and submit quarterly via e-mail to Commission staff by the 10th, of the first month following the end of the quarter, meaning that for the quarter ending on March 31st, data shall be submitted by April 10th of that year.

B. Project staff with responsibility for data entry and evaluation reporting will participate in any potential training on data collection and evaluation provided by Commission or evaluator and will serve as the main point of contact for the evaluation of this project with Commission and its evaluation consultant.

C. The District shall provide Commission with additional evaluation reports as outlined in EXHIBIT C, Evaluation Plan, as necessary.

D. Provider agrees to work collaboratively with other First Five Yuba funded Projects.

E. The District shall make such further fiscal and/or program evaluations and progress reports as may be reasonably required by the Executive Director of the Commission concerning the parties' activities as they affect the obligations and purposes of this Agreement. The Executive Director of the Commission shall provide the District or the Provider with any additional forms or access to a database or computer program which the District or Provider is required to use. The Executive Director of the Commission may approve modifications in the Evaluation Plan provided such modifications are consistent with the purposes and objectives of this Agreement.

#### 10. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees and the District agree to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider and the District assign the work product, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.

B. During and following the term of this Agreement, Provider and the District shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which the District or the Provider were compensated by the Commission without the express written permission of the Executive Director of the Commission or his/her designee.

C. During and following the term of this Agreement, Provider and the District agree to promote First Five Yuba, its partners and parent kits programs, as well as place the First Five Yuba logo (which is located on the Commission's website) on all materials they distribute or otherwise circulate that were developed pursuant to this Agreement and for which the District or Provider were compensated by the Commission.

11. TIME OF COMPLETION. Time is of the essence with respect to this Agreement. The parties agree to commence and to complete the work within the time schedules outlined within this Agreement.

12. INDEMNIFICATION. To the fullest extent permitted by law, Provider agrees to indemnify, defend (by counsel reasonably satisfactory to attorneys for the Commission and the District), and hold both the Commission and the District and their respective officers, employees, agents, and authorized volunteers entirely harmless from any and all liabilities which the Commission or District may incur as a consequence of this Agreement and any and all claims and losses to anyone who may be injured or damaged by reason of Provider's alleged willful misconduct or negligent performance of this Agreement.

A. District agrees to indemnify, defend, and hold harmless Provider and the Commission from any and all claims, losses, injuries, or other liabilities which may arise from the physical condition and maintenance of the Vehicle Tooth Mobile or its contents, but only to the extent caused by the acts or omissions of District.

B. If any legal action related to the work contemplated by this agreement is filed against any party, that party shall immediately notify all parties of the action.

13. CONFIDENTIALITY.

A. The parties shall comply with, and will require their officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and-regulations regarding-the confidentiality of applications and records concerning an individual made or kept by the parties and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.

B. The parties shall inform all of their officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

14. QUALITY ASSURANCE; PROGRAM REVIEW, INSPECTION, & AUDIT.

A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional

and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.

B. Provider and the District shall permit, at any reasonable time, personnel designated by the Executive Director of the Commission to enter Provider's place of business or the Tooth Mobile for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director of the Commission, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of the Provider or the District which pertain to services performed and determinations of amounts payable under this Agreement. The District or the Provider shall also furnish the Commission and Executive Director of the Commission with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.

C. Provider and the District shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider and the District shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider or the District who participated in this Agreement in any way.

D. Any audit may be conducted on Provider or the District's premises or, at Commission's option, Provider and the District shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. The District and the Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, the Provider or the District shall be liable for the costs of the audit in addition to any other penalty to be imposed.

15. LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. The parties agree to administer this Agreement in accordance with all applicable Commission, District and Provider policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to their operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. The parties shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement. Provider shall possess and maintain throughout this Agreement all necessary licenses to perform the work and provide the services set forth in this Agreement.

16. NONDISCRIMINATION.

A. During the performance of this Agreement, Provider and District shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider and District shall ensure that their evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider and District shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider and District shall give written notice of these obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Provider and District shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 9226192-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §. 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

C. Statement of Compliance. By signing this Agreement, Provider and the District hereby certify under penalty of perjury, as defined in California law, that they have, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

17. RELIGIOUS ACTIVITIES. The parties shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

18. SMOKE-FREE PREMISES. Provider and the District shall prohibit tobacco product use on their premises. "Premises" shall include all property owned, leased, or occupied by Provider and the District, including its offices and day care centers, if applicable.

19. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.



20. CULTURAL SENSITIVITY. The parties shall make every effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and their preferred language. To that end, Provider and the District shall make efforts to offer and provide language assistance services including having bilingual staff and/or interpreter services to each patient/consumer with limited. English proficiency at all points of contact.

21. SUSTAINABILITY.

A. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children & Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.

B. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider, the District, or the program provided for in this agreement. The ultimate responsibility for sustainability shall be borne by Provider and the District. The Commission may, should it choose, be partners with Provider or the District in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund the program provided for in this agreement. Options for the Provider and the District to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.

C. If appropriate for the Program, and as determined by the parties, either the District or the Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from Commission staff where appropriate.

D. If appropriate for the Program, and as determined by the parties, the parties shall fully cooperate with Commission and others identified by Commission staff to address the goals of service integration.

22. NOTICE. Notices shall be given to Commission at the following location:

FIRST 5 YUBA  
1114 Yuba Street, Suite 147  
Marysville, CA 95901

Notices shall be given to the District at the following addresses:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Student Services Department  
ATTN: Tony Vernier  
1919 B Street  
Marysville, CA 95901

Notices shall be given to Provider at the following address:

PEACHTREE HEALTHCARE, INC.  
ATTN: Dr. Ghuman  
5730 Packard Ave #500  
Marysville, CA 95901

23. INDEPENDENT PROVIDER. The parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider, or between the District and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission, or benefits payable to employees of the District. The parties further understand and agree that the District is an independent contractor, and that no relationship of employer-employee exists between the Commission and the District. Neither the District, nor the District's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

24. PUBLIC RECORDS ACT. Upon its execution, this Agreement (including all EXHIBITs and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

25. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by all three parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If any party commences any legal action against another party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

26. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other parties may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, no party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the District and Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider and the District, in which event the Commission shall have no obligation to pay Provider or the District any further funds or provide other consideration, and the Provider and the District shall have no obligation to provide any further services under this Agreement.

C. This Agreement may be terminated for any reason by any party at any time during its term, by giving a thirty-day written notice to the other party.

27. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by all three parties.

[Remainder of page intentionally left blank.]

28. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent of Schools **Gay Todd**

11/3/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved **Ryan DiGiulio, Asst. Supt.**

\_\_\_\_\_  
Date

**FIRST FIVE YUBA COMMISSION**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

**PEACH TREE HEALTHCARE, INC.**

  
\_\_\_\_\_  
CEO

11/3/15  
\_\_\_\_\_  
Date

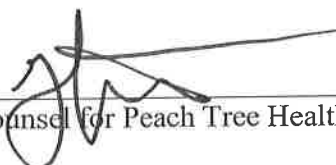
**Approved as to Form:**

\_\_\_\_\_  
Counsel for Marysville Joint Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel for First Five Yuba Commission

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Counsel for Peach Tree Healthcare, Inc.

11/3/15  
\_\_\_\_\_  
Date

## EXHIBIT A

Strategic Plan Priority:	Improve the Health of Children
Commission's Goal:	All Children maintain optima health
Agency:	Marysville Joint Unified School District
Project:	Happy Toothmobile
Term:	04/01/2014 – 6/30/2016
Amount:	\$50,000

DESIRED PROGRAM OUTCOMES			
F5Y Area ( <i>indicator</i> )	Population Measurement ( <i>tool</i> )	Participant Improvement Area ( <i>indicators</i> )	Participant Measurement ( <i>tool</i> )
Increase access to oral health services.	The percent of children with a dental visit in the last 12 months, according to State Denti-Cal data.	Increased number of children receiving annual dental screenings and follow-up care.	Previous year's annual report.

PROGRAM DELIVERY / SCOPE OF WORK				
Service / Activity	Description	Responsible Party	Service Level Targets	Data Collection
Children Dental Screenings / Professional Dental Services	Tasks to be completed by pediatric dentists and dental assistants including: Dental screenings, fillings, extractions, sealants, root canals, patient set-up, x-rays, teeth cleaning, fluoride treatments, dental chart recording and review, maintenance of dental equipment and tools (including sterilization), and determine need for follow-up appts.	Peach Tree	1,400 child screenings per year, 35% 0-5 year olds.	Compliance Report
Care Coordination (School Dental Coordinator Tasks)	Distribution and completion of completed Medi-Cal forms, assist families of eligible children in completion of insurance forms, schedule and coordinate appointments, assist children to and from appointments, collect and prepare dental van data and statistics for reporting.	The District	35% of all follow-up appointments are for prophyl/fluoride varnish and fillings.	Compliance Report
Care Coordination (Peachtree Registration Clerk)	Coordinate with school coordinator regarding paperwork, communication with dentist and assistant, verify insurance, register patients, patient billing.	Peach Tree	35% of all follow-up appointments are for prophyl/fluoride varnish and fillings.	Compliance Report
Oral Health Education	Classroom demonstrations, lessons, and hands-on activities.	The District	10 preschool and kindergarten classes per school year.	Compliance Report (Event Log)
Routine Maintenance of the "Happy Tooth Mobile"	Operation, routine maintenance, & procurement of vehicle insurance for the "Happy Tooth Mobile"	The District	As recommended by vehicle and equipment manufacturers.	Compliance Report
Fiscal Record Keeping	Maintenance of accurate fiscal records and submission of reimbursements to the Commission.	Peach Tree & The District	Quarterly submission of reimbursements.	Itemized Budget Expenditure Report
Serve Target Population	Provide services to target population in all ethnicities and primary languages in MJUSD.	All Parties	Yuba County children aged 0-5 and family members, all ethnicities & primary languages.	Participant Count Form

## EXHIBIT B

## EXPENDITURE &amp; PROGRESS REPORT FORM

2014/2015				
Itemized Budget Expenditure Summary				
Contractor Name:	Marysville Joint Unified School District			
Project Name:	Yuba County Children's Dental Van			
Mailing Address:	1919 B Street, Marysville, CA 95901			
Phone:	(530) 682-7408			
Agreement Number:	14-116			
Agreement Period:	4/1/2015 - 6/30/16			
General Maintenance	\$3,396.00	\$0.00	\$3,396.00	0.00%
Program Materials/Outreach	\$454.00	\$0.00	\$454.00	0.00%
Advertising/Signage	\$344.00	\$0.00	\$344.00	0.00%
Shoreline Power	\$984.00	\$0.00	\$984.00	0.00%
Total Project Expenses	\$5,178.00	\$0.00	\$5,178.00	0.00%

2015/2016				
Itemized Budget Expenditure Summary				
Contractor Name:	Marysville Joint Unified School District			
Project Name:	Yuba County Children's Dental Van			
Mailing Address:	1919 B Street, Marysville, CA 95901			
Phone:	(530) 682-7408			
Agreement Number:	14-116			
Agreement Period:	4/1/2015 - 6/30/16			
General Maintenance	\$26,605.00	\$0.00	\$26,605.00	0.00%
Program Materials/Outreach	\$3,145.00	\$0.00	\$3,145.00	0.00%
Advertising/Signage	\$2,056.00	\$0.00	\$2,056.00	0.00%
Shoreline Power	\$13,016.00	\$0.00	\$13,016.00	0.00%
Total Project Expenses	\$44,822.00	\$0.00	\$44,822.00	0.00%

EXHIBIT C  
EVALUATION PLAN



**Compliance Report - Quarterly Milestones**

<b>Start Date - End Date</b>	<b>04/01/2014 – 6/30/2016</b>
<b>First Five Yuba Funded Program</b>	<b>MJUSD - Happy Tooth Mobile</b>

<b>Milestone 1: Dental Screenings</b> Please provide the following information for Yuba County children receiving dental screenings each quarter. In addition please provide a breakdown of location of residence for all clients for whom residence is know.					
	<b>Total # unduplicated child count (Target: 1,400 per yr)</b>	<b># of Children 0-5 (Target: 35%)</b>	<b># of children returning for service from previous yrs</b>	<b># of full days in service</b>	<b># dental procedure delivered</b>
Apr-Jun 2015 Qtr 4					
Jul-Sep 2015 Qtr 1					
Oct-Dec 2015 Qtr 2					
Jan-Mar 2016 Qtr 3					
Apr-Jun 2016 Qtr 4					

<b>Milestone 2: Care Coordination</b> Please provide the number of children receiving a follow-up appointment or a referral each quarter.			
	<b># of Children with follow-up appointment/referral</b>	<b># of Children 0-5 with follow-up appointment/referral</b>	<b># of Children completed treatment</b>
Apr-Jun 2015 Qtr 4			
Jul-Sep 2015 Qtr 1			
Oct-Dec 2015 Qtr 2			
Jan-Mar 2016 Qtr 3			
Apr-Jun 2016 Qtr 4			

<b>Milestone 3: Oral Health Education</b> Please provide the number of preschool or kindergarten oral classes receiving oral health education and the total number of children participating each quarter. <b>Please submit your Event Log with your quarterly compliance report.</b>			
	<b># of Preschool or Kindergarten Classes (Target: 10 pr yr)</b>	<b># of Children with Participating</b>	
Apr-Jun 2015 Qtr 4			
Jul-Sep 2015 Qtr 1			
Oct-Dec 2015 Qtr 2			
Jan-Mar 2016 Qtr 3			
Apr-Jun 2016 Qtr 4			

EXHIBIT C  
EVALUATION PLAN

<b>Milestone 4: Maintenance</b> Please report on the routine maintenance performed during each quarter.	
Apr-Jun 2015 Qtr 4	
Jul-Sep 2015 Qtr 1	
Oct-Dec 2015 Qtr 2	
Jan-Mar 2016 Qtr 3	
Apr-Jun 2016 Qtr 4	

<b>Milestone 5: Other Sources of Support</b> <b>In-Kind Support:</b> Please list all in-kind contributions (these are non-cash contributions such as volunteer hours, use of rooms, free and reduced-price school lunches, surplus food, vaccinations, public education and assistance, etc.) Do not assign monetary values to In-kind support, and do not report this in the "Leveraged Funds" section.		
Period	List Goods or Services	Source/Agency Name
Apr-Jun 2015 Qtr 4		
Jul-Sep 2015 Qtr 1		
Oct-Dec 2015 Qtr 2		
Jan-Mar 2016 Qtr 3		
Apr-Jun 2016 Qtr 4		

<b>Leveraged Funds:</b> Please list and describe all non-F5Y funding sources and amounts that support the project. (i.e., United Way financially supports the project in Q2; provide total amount, what it's used for and the amount match with F5Y funding because of the support.)					
Period	Partner/Agency Name	Description of Match	Amount of Match Rec'd	Amount of Match Contributed by F5Y	Total Activity Amount
Apr-Jun 2015 Qtr 4					
Jul-Sep 2015 Qtr 1					
Oct-Dec 2015 Qtr 2					
Jan-Mar 2016 Qtr 3					
Apr-Jun 2016 Qtr 4					



EXHIBIT C  
EVALUATION PLAN

**Milestone 6: Success Stories**

**Family/Child Success Stories:** These are stories about positive outcomes told from the parent's perspective. Stories told by actual service recipients are very powerful and help bring to life the depth and meaning of your work. Whenever possible Family/Child Success Stories should be crafted by the parents themselves. In order to encourage your clients to be the tellers of their own stories, please ask them to complete the PARENTS AS STORY TELLERS FORM.

*In the event you want to tell a Family/Child Success Story and the parents are not willing to complete the Parents as Story Tellers Form, you may tell the story from your (the Grantee's) perspective. In doing so, please utilize the questions provided in the SUCCESS STORY QUESTIONS section.*

Please indicated if you have included a Family/Child Success Story : ☐Yes ☐No ☐Milestone completed

**Grantee/Provider Success Story:** These are stories told from the Grantee's or Service Provider's perspective and focus on the staff efforts that supported the client's success. When working with clients you often go above and beyond to give them the best services possible. Because of these "behind the scenes" efforts, programs are more effective, service barriers are eliminated or reduced, and the systems that serve clients are improved. We are interested in hearing these often-untold stories about how your staff members are making a difference - not only in the lives of your clients -- but in the lives of their co-workers, and in the systems that serve children 0-5 and their families.

The Grantee/Provider Success story you tell will most likely include the basic client story in order to make sense, but it mainly **focuses on YOUR efforts** to provide quality services -- efforts that may or may not be visible to your clients. To help you tell your Grantee/Provider Success Story, please utilize the questions provided in the SUCCESS STORY QUESTIONS section.

Please indicated if you have included Grantee/Provider Success Story: ☐Yes ☐No ☐Milestone completed

**Milestone 7: Contractual Progress**

**Mid-Term:** Utilizing your most recent, approved Scope of Work (SOW), please provide an update on each objective and activity for a six month reporting period. Indicate your progress and/or achievements in meeting target numbers established in your SOW. (For example, if your SOW states you will provide 30 families with 12 home visits each per year, please tell us how many home visits you provided to each family and the total number of families served. Be sure to report duplicated and unduplicated numbers.)

In addition please include the following:

- a) If you will not meet the target numbers established in your SOW, please describe why by providing a brief summary of any challenges, barriers or unusual developments and how you will address them or modify the activities to address them.
- b) Include a description of major activities that you intend to accomplish over the next six months (e.g., hiring staff and activities to be conducted).
- c) Identify any changes you anticipate to the Scope of Work over the next six months.
- d) Identify any technical assistance needed to support the success of this project.

**Contract Term:** Within six months of the end of your contract please describe your current plan for sustaining the project beyond F5Y's investment.

EXHIBIT C  
EVALUATION PLAN



## Participant Count Form

Program Name:

Report for Quarter:

<b>1- Population Served</b> <i>(Insert number of only new participants served this last quarter)</i>		
Children less than 3 years old		
Children from 3rd to 6th birthday		
Children ages unknown (birth to 6th birthday)		
Total children's population served	0	
Parents/guardians/primary caregivers		
Other family members <i>(i.e. children 6 and older, grandparents)</i>		
Providers		
Special Needs Children		
<b>2- Ethnic Breakdown</b>	<b>Children</b>	<b>Parents/Guardians/ Primary Caregivers</b>
Alaska Native/American Indian		
Asian/Hmong		
Black/African American		
Hispanic/Latino		
Pacific Islander		
White		
Multiracial		
Other (specify):		
Unknown		
Total	0	0
<b>3- Primary Language Spoken in the Home</b>	<b>Children</b>	<b>Parents/Guardians/ Primary Caregivers</b>
English		
Spanish		
Hmong		
Other (specify):		
Unknown		
Total	0	0

## EXHIBIT D

### STATEMENT OF DELIVERY

#### MJUSD Dental Van Statement of Delivery

MJUSD and Peachtree Healthcare plan to keep the Yuba County Dental program mobile as long as reasonable. By continuing regular and thorough maintenance it is hoped the life of the generator and major mechanical components can be maximized.

To further extend the mobility of the program the district is looking at installing "shoreline" power where feasible to reduce generator dependence, costs vary depending on site and power requirements. Obviously the less expensive sites are being seriously considered and researched.

However, the future *mobility* of the dental clinic is uncertain in the event of catastrophic equipment failure such as the generator failure or other major breakdown (slide-outs for example). MJUSD and Peachtree Healthcare do not have the means or adequate resources to replace these major components. A reserve would enable the clinic to continue mobile services without a lengthy shutdown which would also considerably extend the mobile life of the vehicle.

In preparation for the time when the Dental Van is ready for retirement permanent clinic options on or near school sites are being explored. What is certain is our commitment to providing accessible dental treatment to Yuba County Children.

#### MJUSD Dental Van Expense Summary

General Maintenance (fuel, generator service, fill/empty tanks, misc.) **\$15,000/year**  
Plus a reserve of **\$15,000** set aside in case of catastrophic failure would be optimum; this would cover slide-outs, a **new** generator, or major power train components.

The cost estimates for the "shoreline" power are anywhere from **\$5,000 to \$50,000** depending on what site and power requirements we choose. The district will further explore these options to extend the life of the Dental Van by reducing dependence/wear on the generator.

Outreach supplies (toothbrushes, paste, timers, flossers, incentives, teaching props, printing costs for flyers/brochures/enrollment packets, misc.) **\$1000 - \$2500/year** (depending on extent of donations)

Exterior vinyl signage/logos on the Dental Van are showing their age. Estimates range from **\$600 - \$2000**, depending if they only replace missing letters or a more complete face lift that includes replacing the worn/torn/faded logos. It is important to maintain a 'fresh' image for the integrity of the mobile clinic.



## MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

### AGREEMENT FOR INSPECTION SERVICES

PROJECT: 8164 - Marysville High School Nutritional Services Modernization

This agreement is made and entered into on this 17<sup>th</sup> day of November, 2015, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **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:

**Attendance of kick off meetings, punch walk, inspections through the duration of the project estimated at 2 hours per workday for an estimate duration of 2 months. Complete and submit all DSA related and requirement paperwork and documents, coordination of testing with Mid Pacific and general contractor and sub contractors and district, architect and general contractor as needed and as applicable. On-going correspondence and coordination with district staff from project start up through project closeout along with other duties as applicable to the plans and specifications and as required by DSA.**

#### 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

The maintenance of a detailed daily inspection log.

1.3. Certification

The 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.

3.1. 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 stated above. 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: five thousand six hundred dollars and 00/100 (\$5,600.00).

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. 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. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

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'

\_\_\_\_\_  
NAME, Class 1 DSA Inspector

\_\_\_\_\_  
October 23, 2015  
Date

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: PA 75  
Date of Project Authorization: October 23, 2015  
District Program No: 8125  
Architect's Project No.: 2015-1228

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

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

### 1. PROJECT DESCRIPTION

- 1.1 Name: Lindhurst High School Gas line and concrete walk replacement  
1.2 Location(s): Lindhurst High School

### 2. SCOPE OF WORK / BUDGET / SCHEDULE

- 2.1 Work Statement:  
Abandonment of approximately 2,000 lf of underground site gas distribution piping and valves downstream of the existing gas meter. No gas line replacement within buildings. Removal and replacement of approximately 51,000 sf of concrete paving in and around the core of the campus. Removal and replacement of core campus landscaping and irrigation effected by concrete and gas line replacement. No electrical upgrades in the scope of work.
- 2.2 Initial Budget:
- |                |                  |
|----------------|------------------|
| Construction   | \$1,900,000      |
| Soft Costs 35% | <u>\$650,000</u> |
| Total Project  | \$2,550,000      |
- 2.3 Preliminary Schedule Milestones:
- |                         |  |
|-------------------------|--|
| Construction Documents  | October - November                           |
| DSA Review and Approval | December – January 2016 (anticipated date)   |
| Bidding                 | February                                     |
| Construction            | June 6 <sup>th</sup> – July 27 <sup>th</sup> |

### 3. ARCHITECT'S SERVICES & CONSULTANTS

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

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

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

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

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## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

☒ Mechanical/Plumbing Engineer  
☐ Electrical Engineer  
☒ Cost Estimating  
☐ Food Service Consultant

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

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

### 4. ARCHITECT'S COMPENSATION

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

4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For Architect's Services, compensation shall be computed as follows:

Stipulated Sum: Compensation as a Stipulated Sum shall be \$250,000

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The ARCHITECT'S Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated in the project schedule.

### 5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

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

None

5.2 Special provisions for this project include:

None

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

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

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

Ryan DiGiulio, ASST. Superintendent  
Date: \_\_\_\_\_  
Rainforth - Grau - Architects  
Business Services

Timothy R. DeWitt, C-23405  
Principal Architect  
Date: 10.23.15

i:\1228 lindhurst hs - sidewalk gas line replace\1.02 owner\hs gas line replacement.doc





**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR INSPECTION SERVICES**

**PROJECT: 8125 Lindhurst Sidewalk Project**

This agreement is made and entered into on this 17<sup>th</sup> day of NOV. 2015, by and between the Marysville Joint Unified School District hereinafter referred to as "DISTRICT", and 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**

Attendance of kick off meetings, punch walk, inspections through the duration of the project estimated at 2 hours per workday for an estimate duration of ~~200000~~. Complete and submit all DSA related and requirement paperwork and documents, coordination of testing with Mid Pacific and general contractor and sub contractors and district, architect and general contractor as needed and as applicable. On-going correspondence and coordination with district staff from project start up through project closeout along with other duties as applicable to the plans and specifications and as required by DSA.

**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**

The maintenance of a detailed daily inspection log.

1.3. Certification

The 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.

3.1. 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 stated above. 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: Five Thousand Two Hundred Eighty Dollars and 00/100 (\$5,280.00).**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. 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. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

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'

  
\_\_\_\_\_  
NAME, Class 1 DSA Inspector

October 23, 2015  
Date



**CONTRACT FOR SERVICES  
RELATING TO**

**MANDATE REIMBURSEMENT SERVICES  
for  
Non-Block Grant Mandates  
MANDATE CENTRAL™ V3.0**

This Agreement is entered into on November 17<sup>th</sup>, 2015 ("Effective Date"), by and between **Axiom Advisors and Consultants, Inc.**, a California Corporation ("Consultant"), and **Marysville Joint Unified School District**, a District office under the laws of the State of California ("District").

**RECITALS**

- A. The State of California must reimburse District for costs found to be a reimbursable mandate under Article XIII (b) section 6 of the California Constitution and in accordance with California Government Code Section 17550 et seq.
- B. District has the authority to enter into an Agreement for the filing of mandate claims through Consultant.
- C. Consultant is qualified to provide the service of preparing mandate reimbursement claims in consideration for the fee established in this Agreement.

Therefore, the parties to this Agreement agree as follows:

**I. CONSULTANT'S RESPONSIBILITIES**

- A. Consultant shall collect and process the information necessary from the District office and all the District's sites for any on-going or new mandate programs not funded in the Mandate Block Grant to be filed during the term of this Agreement.
- B. Consultant shall furnish District with a copy of the claims prepared and filed on behalf of District pursuant to this Agreement. Consultant shall provide the copy of filed claims after the deadline for annual claims.
- C. Consultant shall monitor the California State Controller's Office ("SCO") and Commission on State Mandates ("CSM") for new claims.
- D. Consultant shall make a good faith effort to file all mandate claims in accordance with existing laws, regulations and applicable written guidelines.

Business Services Department

Approval: PC

Date: 11/9/15

## **II. DISTRICT'S RESPONSIBILITIES**

- A. District agrees that District staff shall use logs or a process approved by Consultant to record mandate reimbursable activities on a contemporaneous basis when possible.
- B. District shall furnish Consultant with any and all information necessary to prepare and file the mandate claims before or on the claim deadline. Information for purposes of this paragraph shall include but not be limited to documents, records, and receipts.
- C. District agrees to promptly pay Consultant's fees for services rendered according to Section V. Payments are due and payable upon receipt of invoice.
- D. District agrees to take that action that is necessary under applicable state and federal constitutional provisions, statutes, and regulations. District agrees to perform its obligations under this Agreement in a timely manner.

## **III. MANDATE SERVICES**

- A. All New and On-going Mandate Filing Services-10% Filing Fee, not to exceed \$1,000 per claim/per year. Mandate Programs included:

- Eligible mandates include all mandates that fall outside of the Mandate Block Grant.

District requests this service \_\_\_\_\_ 11/17/15  
Initials Date

- B. Mandate Compliance Check/Outside Audit Preparation \$225/site (for sites selected in Appendix B).

Consultant will compile supporting documentation into a format most conducive for analysis from your outside auditor during the district's annual audit, as they will now be tasked with ensuring the district and its sites are in complete compliance with all eligible mandate programs.

District requests this service \_\_\_\_\_ 11/17/15  
Initials Date

## **IV. TERM**

- A. This agreement shall run from the Effective Date through June 30, 2016 subject to this Termination of Agreement provision in Section V. During the term of this Agreement Consultant shall complete all work necessary to file or amend all claims for which the claim filing deadline falls between July 1, 2015 and June 30, 2016.

## **V. MISCELLANEOUS**

- A. **Authority:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
- B. **Modifications:** This Agreement may be modified only by a written amendment to this Agreement executed by both parties.
- C. **Termination of Agreement:** This Agreement may be terminated by mutual written consent or by either party, provided that the terminating party gives sixty (60) days written notice to the other party. In the event of termination, District shall pay Consultant for all fees for work performed up to the date of termination at rates specified in Section V of the Agreement. Consultant shall provide the District with all work products completed up to the date of termination.
- D. **Attorney's Fees and Costs:** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
- E. **Severability:** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- F. **Notices:** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.
- Consultant**  
Axiom Advisors and Consultants, Inc.  
4935 Hillsdale Circle  
El Dorado Hills, CA 95762  
Attn: Mandate Agreements
- District**  
Marysville Joint Unified School District  
67550 Lockwood/Jolon Road  
Lockwood, CA 93932
- G. **Governing Law:** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
- H. **Entire Agreement:** This Agreement, which includes the "Proposal for Agreement for Services" set forth in Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

## VI. COMPENSATION

The compensation for this agreement will be determined from the services selected in **Section III. "Mandate Services"** for period identified in **Section IV. "Term"**. Consultant shall provide access to its data collection software, log sheets and provide assistance necessary to complete the claim preparation for all Non-Block Grant claims.

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed on the Effective Date.*

Executed at El Dorado Hills, California, on the Effective Date.

### CONSULTANT

Brandi Bier

Brandi Bier  
Vice President, Business Intelligence Solutions  
Axiom Advisors and Consultants, Inc.

### DISTRICT

\_\_\_\_\_  
Signature of Authorized Representative

Ryan DiGiulio

Name (Please Print)

Marysville Joint Unified School District

Provide your email address below to receive the executed Agreement by email:

rdigiulio @ myusd.com

## APPENDIX A

### PROPOSAL FOR MANDATED COST SERVICES

This proposal for the **Marysville Joint Unified School District** is to provide the services set forth under Article I of the Agreement for Services relating to the preparation of non-block grant mandate claims for reimbursement pursuant to California Government Code Section 17550 et seq.

The proposal includes: the annual filing of all non-block grant mandate claims (unless otherwise specified), amending of non-block grant claims, and the filing of new claims due within the term of the agreement.

This Proposal is valid until **December 31, 2015** unless extended in writing by Consultant.

November 17, 2015



Brandi Bier  
Vice President, Business Intelligence Solutions  
Axiom Advisors and Consultants, Inc.  
4935 Hillside Circle  
El Dorado Hills, CA 95762

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## APPENDIX B

School Sites		Perform <b>Audit Preparation Service</b> for this site? (Please Circle Yes or No)	
1	Anna McKenney Intermediate	<u>Yes</u>	No
2	Arboga Elementary	<u>Yes</u>	No
3	Browns Valley Elementary	<u>Yes</u>	No
4	Cedar Lane Elementary	<u>Yes</u>	No
5	Cordua Elementary	<u>Yes</u>	No
6	Covillaud Elementary	<u>Yes</u>	No
7	Dobbins Elementary	<u>Yes</u>	No
8	Edgewater Elementary	<u>Yes</u>	No
9	Ella Elementary	<u>Yes</u>	No
10	Foothill Intermediate	<u>Yes</u>	No
11	Johnson Park Elementary	<u>Yes</u>	No
12	Kynoch Elementary	<u>Yes</u>	No
13	Lincoln (Abraham) (Alternative)	<u>Yes</u>	No
14	Linda Elementary	<u>Yes</u>	No
15	Lindhurst High	<u>Yes</u>	No
16	Loma Rica Elementary	<u>Yes</u>	No
17	Marysville High	<u>Yes</u>	No
18	Marysville Community Day	<u>Yes</u>	No
19	Olivehurst Elementary	<u>Yes</u>	No
20	South Lindhurst Continuation High	<u>Yes</u>	No
21	Yuba Feather Elementary	<u>Yes</u>	No
22	Yuba Gardens Intermediate	<u>Yes</u>	No
23	Marysville JUSD (District Office)	<u>Yes</u>	No
		Initials _____	Initials _____

**MEMORANDUM OF UNDERSTANDING FOR  
ALTERNATIVE EDUCATION TRANSPORTATION  
between  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
and  
YUBA COUNTY OFFICE OF EDUCATION**

This Memorandum Of Understanding, entered into on November 17, 2015, constitutes an agreement between the Marysville Joint Unified School District (hereafter "MJUSD") and the Yuba County Office of Education (hereafter "YCOE") for the provision of transportation services for certain students living in the Yuba County foothills who attend YCOE Alternative Education Programs (hereafter "YCOE Students") from their residences to such YCOE alternative education programs.

Term

This MOU shall remain in effect from July 1, 2015 until June 30, 2018 unless: 1) modified in writing with agreement from both parties, or 2) cancelled by either party by 60-day written notice to the other party.

Responsibilities

1. MJUSD shall provide school transportation services for YCOE Students to YCOE alternative education programs located at 1104 E Street, Marysville, CA, based upon the students' residences in relation to existing MJUSD bus routes. If geographically reasonable (as determined by MJUSD), YCOE students will be given the opportunity to be transported by MJUSD to the YCOE alternative education programs.
2. Transportation of YCOE Students will be in accordance with the MJUSD student attendance calendar.
3. YCOE agrees to provide MJUSD with student information necessary to provide transportation services.
4. MJUSD transportation drivers shall be responsible for the daily tracking of YCOE Students who ride a bus.
5. MJUSD shall inform YCOE of any behavior incidents involving YCOE students so that YCOE and MJUSD can collaborate to effectively resolve behavior issues. YCOE understands and agrees that all YCOE Students shall abide by the MJUSD transportation policies, and the decision to continue transportation services after a behavior incident is at the sole discretion of MJUSD.

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6. MJUSD shall send an invoice to YCOE on a quarterly basis for the cost of transporting YCOE Students. The cost for transporting YCOE Students shall be determined by MJUSD per the California Department of Education (CDE) Fees for Pupil Transportation guidelines as of June 12, 2015. These rates are as follows:

- Cost per passenger trip: \$4.91
- Daily round trip cost: \$9.82

Liability/Indemnity

MJUSD agrees to indemnify and hold harmless YCOE, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against YCOE and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with MJUSD's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of MJUSD, its agents, officials, officers or employees.

YCOE agrees to indemnify and hold harmless MJUSD, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against MUSD and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with YCOE's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the YCOE, its agents, officials, officers or employees.

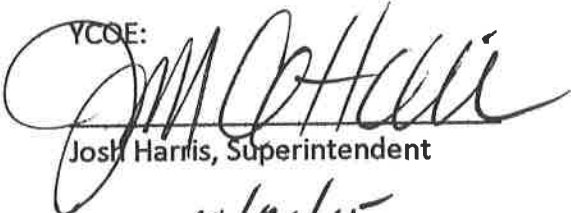
MJUSD AND YCOE have read and understand this MOU, and agree to all the terms:

MJUSD:

\_\_\_\_\_  
Gay Todd, Superintendent

Dated:

YCOE:

  
Josh Harris, Superintendent

Dated:

10/30/15

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October 5, 2015

Dr. Gay Todd, Superintendent  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

RE: Annual Organizational Meeting

Dear Superintendent Todd,

Under the provisions of Education Code §35143, your Governing Board is required to set an annual organizational meeting "within a 15 day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." Education Code §5017 provides that Board Members' terms of office begin on the first Friday of December; therefore, *the 15 day period for 2015 is December 4 - December 18, 2015, whereby officers for the Board are elected and a calendar of meeting times and places is adopted.*

Once your Governing Board has scheduled its annual organizational meeting (this should be done at a November Board Meeting), please complete and return the enclosed Scheduling of Annual Organizational Meeting form notifying this office of the date and time of your organizational meeting. Complete and return the enclosed Certificate of Election *after* your annual organizational meeting (between December 4 - December 18, 2015) has been held.


Education Code §42632 & 42633 (§85232 & 85233 for Yuba College only) sets out the requirements for the filing with the County Superintendent of Schools the verified signature of each person, including members of the Board, authorized to sign orders for the Board. Please complete the enclosed School Board Authorization Form at your annual organizational meeting and return the original to this office.

Also enclosed is a Statement of Facts that will need to be completed and the original returned to this office. My assistant, Maggie Nicoletti, will forward the originals to the Secretary of State and a copy to the Clerk/Recorders Office of Yuba County.

Should you have any questions regarding this information, please do not hesitate to contact Maggie at 749-4854. I would appreciate you sending all required documentation to her attention.

Thank you for your prompt attention in these matters.

Sincerely,

  
Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education

Enclosures: Education Code §35143  
Scheduling of Annual Organizational Meeting  
Certificate of Election  
School Board Authorization Form  
Statement of Facts

MJUSD SUPT OFFICE  
OCT 06 2015  
RECEIVED/mn

## Education Code Section 3513

### 35143.

The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

*(Enacted by Stats. 1976, Ch. 1010.)*

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education  
935 14th Street  
Marysville, CA 95901

FROM: Marysville Joint Unified School District

The annual organizational meeting of this district has been set for:

Date: 12/8/15

Time: 5:30 p.m.

Place: MJUSD Board Room

This action was taken during the regular meeting *immediately preceding* December 4, 2015

I hereby certify that 15 days prior to this date all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: \_\_\_\_\_

Gay Todd

Title: Superintendent

Date: 11/17/15

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Marysville Joint Unified School District

**Resolution 2015-16/10**

**DISPOSAL OF SURPLUS AND WORN DISTRICT PROPERTY**

**WHEREAS**, Marysville Joint Unified School District accumulates worn and obsolete property, furniture, equipment, relocatable classrooms, and vehicles; and

**WHEREAS**, Marysville Joint Unified School District desires to dispose of said worn and obsolete property, furniture, equipment, relocatable classrooms, and vehicles; and

**NOW, THEREFORE, BE IT RESOLVED** that in accordance with provisions of the Education Code and district policy, the Superintendent or designee is hereby authorized to dispose of property, furniture, equipment, relocatable classrooms, and vehicles through public/private sale, donation, recycle, or discard for the 2015-16 school year.

**PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF NOVEMBER 2015.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Gay Todd  
*Superintendent of Schools*

---

Bernard P. Rechs  
*President to Board of Trustees*



## SURPLUS PROPERTY

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>PURCHASED</u>	<u>LOCATION</u>
2	CPU	2006-07	Technology
3	Tables		Cedar Lane
1	Printer	2004-05	MCAA
1	CPU	2003-04	
1	Monitor (works)	2011-12	
1	Printer	2007-08	Loma Rica
1	Fax Machine (not working)	2011-2012	
5	Two-way radios (old VHF type no longer used in district)	2007-08	
2	Overhead projector	2008-09	
24	Desks (old Jr. Executive type)		
40	Chairs		
2	Tables		
1	Electric Typewriter	1985-86	
1	Overhead projector	1997-98	
1	Monitor	2003-04	
16	CPU	2004-2007	MHS
1	Printer	1998-99	
1	Printer	2003-04	
2	Monitor	2001, 2005	
3	Two-way radios (old VHF type no longer used in district)	2006-07	Johnson Park
2	Two-way radios (old VHF type no longer used in district)	2005-06	
1	Two-way radios (old VHF type no longer used in district)	2003-04	
12	CPU	2007-2011	
1	Laptop (beyond repair per Tech Dept.)	2010-11	Browns Valley
1	iPad (beyond repair per Tech Dept.)	2012-13	
1	Cassette Player, Califone 5200 AV (new)		Purchasing
1	Table, grey top, 4-1/2' long (old - see picture)		
1	Oak Desk, 72" long (old - see picture)		
1	Horseshore table, walnut top, shorter sides (see picture)		



# Marysville Joint USD

## Board Policy

### Civility Policy

BP 1313

### Community Relations

The Governing Board believes that Marysville Joint Unified School District staff will treat all community members with respect and will expect the same in return. The district is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/district grounds.

This policy promotes mutual respect, civility, and orderly conduct among district employees, parents, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free work place for our students and staff. In the interest of presenting district employees as positive role models to the children of this district as well as the community, MJUSD encourages positive communication, and discourages volatile, hostile, or aggressive actions. The district seeks public cooperation with this endeavor.

#### DISRUPTIONS

1. Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff, willfully causes property damage; uses loud and/or offensive, discourteous language, which would provide a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on school district property, will be directed to leave school or school district property promptly by the Superintendent or designee.
2. If any member of the public uses obscenities or speaks in a demanding, loud, insulting, and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the district employee will verbally notify the abusing party that the meeting, conference, or telephone conversation is terminated, and if the meeting or conference is on district premises, the offending person will be directed to leave promptly.
3. When an individual is directed to leave under Paragraph 1 or 2, the Superintendent or designee shall inform the person that he/she will be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Codes 415.5 and 626.7, if he/she reenters any district facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school. If an individual refuses to leave upon request or returns before the applicable period of time, the Superintendent or designee may notify law

enforcement officials. The Civility Policy Incident Report should be completed for the situations as set forth in paragraphs 1 and 2. (Exhibit 1313)

4. If an individual wishes to contest an action under paragraph three (3) of this part, he/she may present a Notice of Complaint to the Superintendent or designee who will investigate the situation, take into account the nature of the Complaint and all necessary factors, and respond appropriately within a reasonable time.

#### SAFETY AND SECURITY

1. When violence is directed against an employee, or theft against property, employees shall promptly report the occurrence to their principal or supervisor and complete an Incident Report. Employees and supervisors should complete an Incident Report and report to law enforcement any attack, assault, or threat made against them on school/district premises or at school/district-sponsored activities.

2. An employee whose person or property is injured or damaged by willful misconduct of a student may pursue legal action against the student or the student's parent/guardian.

#### DOCUMENTATION

When it is determined by staff that a member of the public is in the process of violating the provisions of this policy, an effort should be made by staff to provide a written copy of this policy, including applicable code provisions, at the time of occurrence. The employee will immediately notify his/her supervisor and provide a written report of the incident on the attached form.

#### Legal Reference:

##### EDUCATION CODE

32210 Disturbing School

44014 Assault on Personnel

44810 Person on School Grounds

44811 Insults and Abuses

##### PENAL CODE

243.5 Arrest on School Grounds

415.5 Fighting on School Grounds

626.8 Entry of School by Person Not on Lawful Business

627.7 Refusal to Leave School Grounds

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: Marysville, California

*(11/17/15 board meeting)*

# **Marysville Joint USD**

## **Administrative Regulation**

### **Civility Policy**

AR 1313

#### **Community Relations**

In order to keep schools and administrative offices free from disruptions and to prevent unauthorized individuals from entering school or district grounds, procedures will be established to support a safe work place for students and staff. The intent of these procedures will be to promote mutual respect, civility, and orderly conduct among district employees, parents, and the public.

#### **DISRUPTIONS**

1. Members of the public who use obscenities or speak in a loud, discourteous and insulting, and/or demeaning manner will be calmly and politely reminded by district employees to communicate in a civil manner.
2. Members of the public who continue to speak in a demeaning manner will be politely notified that the meeting, conference, or telephone conversation is terminated. If the meeting or conference is on district property, the offending person will be directed to leave the premises.
3. The employee(s) involved in this situation will notify the site administrator of the situation.
4. Any individual will be directed to leave district property by the school or district office administration who
  - a. Disrupts or threatens to disrupt school/office operations
  - b. Threatens school/office operations
  - c. Threatens the health and safety of students or staff
  - d. Willfully causes property damage
  - e. Uses loud, discourteous and/or offensive language, which would provide a violent reaction
  - f. Has established a continued pattern of unauthorized entry on district property
5. If an individual refuses to leave upon request, the site or district office administrator may contact law enforcement officials. The Superintendent or designee will be immediately notified if this occurs.

6. The Superintendent or designee will inform the individual removed from district property that he/she will be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Code 415.5 and 626.7, if he/she reenters any district facility within 30 days after being directed to leave or within 7 days if the person is a parent/guardian of a student attending that school.

7. If an individual wishes to contest an action taken by the district under this section, he/she must submit a written Notice of Complaint to the Superintendent or designee within five (5) days of the district's action. Upon receipt of the Notice of Complaint, the district will initiate the Uniform Complaint Procedures under the California Code of Regulations.

(cf. 1312.3 - Uniform Complaint Procedures)

8. Employees will immediately report to site or district office administration any violence, or threat of violence, directed against the employee or an incident of property theft.

9. Additionally, a written report will be filed by completing the Civility Policy Incident Report Form E 1313. This report will be given to the Personnel Dept. within 48 hours of the incident.

10. Law enforcement will be contacted by site or district office administration to report any attack, assault or threat made against an employee while on district premises or at district-sponsored activities.

11. An effort will be made to provide the offender(s) with a copy of the Civility Policy, if a violation of this policy occurs. (5 CCR 4600-4687)

Regulation      MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
approved:                      Marysville, California

***(11/17/15 board meeting)***

# Marysville Joint USD

Form E 1313

## Exhibit

### Civility Policy Incident Report

E 1313

### Community Relations

#### CIVILITY POLICY INCIDENT REPORT

Name: \_\_\_\_\_ Site/Location: \_\_\_\_\_

Today's date: \_\_\_\_\_ Date and time (approximate) of incident: \_\_\_\_\_

Location(s) of incident(s) (office, classroom, hallway, etc.) and brief description of incident:

---

---

---

---

Did you politely and calmly remind the offending person to communicate in a civil manner?

☐ Yes ☐ No

If the individual continued to use obscenities or speak in a loud, discourteous, insulting, and/or demeaning manner, did you notify them that the meeting, conference or telephone conversation will be terminated? ☐ Yes ☐ No

Did this occur at a school site or district property? ☐ Yes ☐ No

Did you direct the offending person to leave the premises? ☐ Yes ☐ No

Did you notify the site administrator of the situation? ☐ Yes ☐ No

Was the behavior demonstrated disruptive to the work environment? ☐ Yes ☐ No

Name of person you are reporting (if known): \_\_\_\_\_

Is this person a parent/guardian or relative to a student at MJUSD?

☐ Yes

☐ No

Did you feel your wellbeing and/or safety was threatened?

☐ Yes

☐ No

Were there any witnesses to this incident?

☐ Yes

☐ No

Name(s) of witness(es): \_\_\_\_\_  
\_\_\_\_\_

Were Marysville Police Department and/or Yuba County Sheriff's Dept. contacted?

☐ Yes

☐ No

Signature of Person completing form \_\_\_\_\_ Date \_\_\_\_\_

A copy of this Incident Report should be sent to the Personnel Dept.

Exhibit MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
version: Marysville, California

*(11/17/15 board meeting)*

## **CONTRACT AGREEMENT FORM**

**THIS AGREEMENT FOR CONSTRUCTION SERVICES** ("Agreement"), entered into this 17<sup>th</sup> day of November, 2015, by and between the Marysville Joint Unified School District ("DISTRICT") and Diède Construction, Inc., a Corporation ("CONTRACTOR"). The DISTRICT and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

### **RECITALS**

A. DISTRICT is the owner of certain real property commonly known as: Lindhurst High School, located at: 4446 Olive Avenue, Olivehurst, CA 95961, county of Yuba, state of California ("Project Sites").

B. DISTRICT is contracting to provide site preparation and assistance with the Lindhurst High School HVAC Replacement, Increment 1 at the Lindhurst High School Site ("Project").

C. CONTRACTOR has been selected as the lowest responsible and qualified bidder for the Project.

D. DISTRICT desires that the CONTRACTOR complete the Project in accordance with the terms and conditions of this Agreement and all contract documents incorporated herein.

E. CONTRACTOR is willing to complete the Project in accordance with the terms and conditions set forth in this Agreement and all contract documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required to complete the Project in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless

*Revised 03-05-2015*

*Marysville Joint Unified School District  
8151 - Lindhurst High School HVAC Replacement, Increment 1  
Contract Agreement - Section 00500  
Bid No.16-1013*

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
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reduced to writing and filed with the DISTRICT within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. CONTRACTOR shall perform that work designated in CONTRACTOR'S Bid Form which constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any subcontractor.

**ARTICLE 2 - TIME OF COMPLETION:**

CONTRACTOR shall have 149 calendar days from the Notice to Proceed to complete the work, anticipated notice to proceed to occur about **November 18, 2015**.

The DISTRICT may give the Notice to Proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall commence all work as specified in the Notice to Proceed, as well as the Project Schedule, and shall diligently schedule, execute and fully complete the required work in accordance with the current Project Schedule and within the time period specified in the Notice to Proceed.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, CONTRACTOR shall not be entitled to any compensation or damages for bid preparation, associated costs or otherwise, including work performed, if any, by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

In case of delays to Project completion by strikes, by lockouts, by fire, by embargoes, by earthquake, by acts of war or God, or by any other cause beyond the reasonable control of DISTRICT and/or CONTRACTOR then neither DISTRICT nor CONTRACTOR will be entitled to any damages, restitution or compensation, additional or otherwise, from the other for such delays. For any other delays, unless caused solely by DISTRICT, CONTRACTOR shall not be entitled to an extension of time.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay

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the DISTRICT the sum of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day for each and every day of delay beyond the time set for completion of the Project as liquidated damages and not as a penalty or forfeiture. CONTRACTOR shall pay a percentage of the liquidated commensurate with the CONTRACTOR's responsibility for each calendar day of delay as determined by the Construction Manager and the DISTRICT in completing the work within the stipulated time as a result of: (a) the CONTRACTOR's failure to complete the Contract within the time specified in the Notice to Proceed and/or; (b) the CONTRACTOR's failure to complete the Contract in accordance with the Project Schedule. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

**ARTICLE 4 - CONTRACT PRICE:** The DISTRICT shall pay to CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **one million four hundred seventeen thousand and 00/100 (\$1,417,000.00)**, said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without written agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from every

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claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) In any legal or equitable action or proceeding, including arbitration and mediation, and other litigation, brought either to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred therein, including expert witness fees and costs.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted

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correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids	Compensation/Employers
Instructions to Bidders	Liability Endorsement
Notice to Contractors	General Liability Endorsement
Statement of Experience	Automobile Liability
Designation of Subcontractors	Endorsement
Non-Collusion Affidavit	Contractor's Certificate
Bid Guarantee Form	Regarding Drug-Free
Bid Bond	Workplace
Bid Form	Contractor's Certificate
Contractor's Certificate	Regarding Alcohol and Tobacco
Regarding Worker's	Contractor Certification
Compensation	Regarding Background Checks
Agreement	References
Payment Bond	General Conditions
Performance Bond	Specifications
Guarantee	Project Schedule
Escrow Agreement for Security	All Addenda as Issued
Deposit In Lieu of Retention	Drawings (if applicable)
Workers'	

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following Labor Code sections by way of illustration and not limitation are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

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1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. California Labor Code Section 1771.4

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The CONTRACTOR must possess throughout the Project the legally-required contractor's license classification for the specific Bid Package, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

**DISTRICT**

Ryan DiGiulio  
Typed or Printed Name  
Asst. Supt. Business Services  
Title

\_\_\_\_\_  
Signature  
11/17/15  
Date

**CONTRACTOR**

Diede Construction, Inc.

Steven L. Diede  
Typed or Printed Name  
President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
November 12, 2015  
Date

## GENERAL CONDITIONS

### **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT LINDHURST HIGH SCHOOL HVAC REPLACEMENT, INCREMENT 1, PROJECT 8151**

The MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District") and Diede Construction, Inc., a California Corporation ("Contractor") acknowledge and agree to the following terms and conditions for the construction and completion of the **8151 – Lindhurst High School HVAC Replacement, Increment 1, Project ("Project")**. District or Contractor may be referred to individually as a "Party" or collectively as the "Parties."

#### **ARTICLE I CONTRACTOR QUALIFICATIONS, GENERAL DUTIES AND STATUS**

Contractor warrants that it has the following qualifications:

(a) Experience. Contractor represents to District that Contractor is experienced in the construction of the type of facility desired by District and possesses all necessary licenses and qualifications required to build and deliver the completed Project within the timelines specified in this Agreement, **the project manual and drawings**.

(b) Licenses. Contractor and its agents shall be licensed and regulated by the California Contractors State License Board and possess the license(s) listed in the Notice to Contractors. Should Contractor or its agents not be so licensed at any time during the term of this Agreement, Contractor is subject to penalties under the law and the Agreement shall be void.

(c) Financial Solvency. Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment, and labor, and is experienced in and competent to perform the work contemplated by this Agreement; and that it is authorized to do business in the State of California where the Project Site is located.

#### **ARTICLE II CONTRACT DOCUMENTS**

Section 1. The "Contract Documents" consist of the Agreement between the District and Contractor, the Documents listed in Article 7 therein, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect or Construction Manager. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto

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and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect or Construction Manager and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Architect's duties.

Section 2. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractors contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

Section 3. The Drawings and Specifications generally describe the Work to be performed by the Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor to provide a complete Project. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

**ARTICLE III  
WORK**

Section 1. Intent. The Contractor shall provide all items and services necessary for the proper design, construction, execution and completion of the Project, including but not limited to any and all items and services consistent with and reasonably inferable from the governing Contract Documents (defined below) as necessary to produce the intended results, whether or not the items and services are specifically mentioned in them. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all, unless certain services or equipment are specifically excluded in this Agreement. The scope of work for the Project is provided in Exhibit A, attached hereto and incorporated herein. **Also included and incorporated into the project are the project manual and construction drawings.**

Section 2. Definition. For the purposes of this Agreement, the term "Contract Documents" shall mean means those construction documents for the Project, including without limitation, the plans and specifications which have been adopted by the District, approved by any other agencies having jurisdiction over the Project and reviewed by the Contractor.

Section 3. Independent Contractor Status. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs

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the services required by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be considered in any manner to be District employees. District shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of this Agreement and all Contract Documents.

Section 4. Change of Entity. Contractor shall not change the name or legal structure of its entity without first notifying District in writing.

Section 5. Cooperation. Contractor shall cooperate with District in making such changes as District may request in the Contract Documents.

Section 6. Construction Work. All construction work done by the Contractor shall be performed in accordance with the Contract Documents. All construction work which Contractor is not capable of performing with its own forces shall be let by Contractor to subcontractors (hereinafter called "Subcontractors"), in its own name, and not as an agent of the District.

(a) Subcontracting. Contractor agrees to bind every Subcontractor by the terms of this Agreement as far as such terms are applicable to Subcontractor's work. If subcontracts any part of this Agreement, Contractor shall be as fully responsible to District for acts and omissions of each Subcontractor and of persons either directly or indirectly employed by Subcontractor. Nothing contained herein shall create any contractual relation between any Subcontractor and District.

(b) Payment to Subcontractors. Contractor shall make timely payment of all Subcontract amounts when and as due, except that notwithstanding provisions to the contrary in a particular Subcontract, Contractor shall not pay such Subcontractor any sums corresponding to sums withheld from Contractor by District on account of defects, deficiencies, acts, or omissions of such Subcontractor. In no event shall any such payments be made later than the thirty (30) day time limit imposed by Public Contract Code section 20104.50, unless good cause is shown. Contractor shall indemnify, defend and hold District harmless from any claims or actions which allege that any subcontractor or supplier was not paid with respect to the Project.

Section 7. Work and Materials. Contractor covenants that all the work on the Project will be done in a good and workmanlike manner that complies with the industry standard for similar projects and that all materials furnished and used in connection therewith will be new and in conformance with the established industry standard unless otherwise approved by the District.

Section 8. Supervision. Contractor shall provide competent supervision of all phases of the work and shall cause the work to be performed in strict and complete accordance with the Contract Documents. All personnel and Subcontractors used by Contractor in the performance of the work shall be qualified by training and experience to perform their assigned tasks, and shall have all necessary licenses. At the request of District, Contractor shall not use in the

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performance of the work any person or Subcontractor deemed by District to be incompetent, careless, unqualified to perform the work, or otherwise unsatisfactory to District.

Section 9. Licenses and Permits. Contractor is obligated to obtain all necessary licenses, building and other permits, and similar authorizations from governmental authorities required to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations, and restrictions.

Section 10. Protection of Project Site. Contractor shall protect and prevent damage to all unfinished phases of the Project, including but not limited to the protection thereof from damage by the elements, theft, or vandalism.

Section 11. Acts and Omissions of Employees. Contractor shall be responsible to the District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing or completing portions of the Project under direct or indirect contract with the Contractor or any of its subcontractors.

**ARTICLE IV  
COORDINATION AND COMMUNICATION WITH DISTRICT**

Contractor shall coordinate all work with the District and shall communicate with the District on a regular basis to provide updates on the progress of the Work. Contractor acknowledges that District will be performing Work on the Project and will assist in the coordination of such work with the District, and assist with the coordination and/or supervision of any Work performed by the District when requested.

**ARTICLE V  
PROGRESS PAYMENTS**

Section 1. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

Section 2. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) unless Contractor has filled out the Escrow Agreement for Security Deposit in Lieu of Retention up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.



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Section 3. The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Article IV below. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

Section 4. Contractor shall not be entitled to payment for any non-conforming work performed, so long as any lawful or proper direction concerning that non-conforming work or any portion thereof given by the District is not corrected by Contractor. District shall withhold from the Progress Payments one hundred fifty (150%) of the estimated value of non-conforming work unless satisfactorily corrected or remedied. This provision shall also apply in the event that a portion of non-conforming work may impact other completed work, resulting in a need to reconstruct or re-work related work. The District shall not unreasonably withhold payment for unrelated and uninvolved work in the event of dispute over non-complying work without entering into negotiations make a good faith effort to arrive at settlement of said conflict.

Section 5. No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request.

**ARTICLE VI  
PAYMENTS WITHHELD**

Section 1. District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project.
- (b) The cost of defective work which Contractor has not remedied.
- (c) Liquidated damages assessed against Contractor.
- (d) Penalties for violation of labor laws.
- (e) The cost of materials ordered by District.
- (f) The cost of completion of this agreement, if there exists a reasonable doubt that this agreement can be completed for the balance then unpaid to Contractor.
- (g) Damage to another contractor.

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- (h) Site clean up as provided in Article X.
- (i) Payments to indemnify, defend, or hold harmless District.
- (j) Any payments due to District including but not limited to payments for failed tests, utilities or imperfections.
- (k) Extra services for Architect.

Section 2. Extra services for the Project Inspector including but not limited to reinspection required due to Contractor's failed tests or installation of unapproved or defective materials, and Contractor's requests for inspection and Contractor's failure to attend the inspection. In order to ensure the timely completion of the Project, the District may elect to use the funds withheld to pay subcontractors, vendors or laborers. Prior to doing so, the District shall provide the Contractor written notice of District's intent to disburse the monies. If the Contractor does not object to this written notice within ten (10) days of its mailing, the District may disburse said monies and shall be held liable to the Contractor only if such disbursement is not made in good faith.

Section 3. Upon remedy of any reason for withholding payment, payment shall be made for amounts withheld by District.

**ARTICLE VII  
LIQUIDATED DAMAGES**

Section 1. Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day beyond the Contract completion date or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestone established in or pursuant to the Project Schedule **which is included in and a part of the project manual**. Any liquidated damages recovered by the District shall not, however, limit the District's right to separately recover any actual out-of-pocket damages it suffers due to Contractor's delay. Contractor and his surety shall be liable for the amount thereof pursuant to Government Code section 53069.85. The District may deduct the liquid damages from the retention if not paid by Contractor.

Section 2. Contractor shall not be charged for liquidated damages because of any delays in completion which are not the fault or negligence of Contractor, including but not restricted to Acts of God. Contractor shall, within ten calendar (10) days of beginning any such delay, notify District in writing of causes of delay. Contractor shall provide documentation and justification

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to substantiate the delay and its relation to the Project's critical path. District shall ascertain the facts and extent of delay and grant an extension of time for completing work when, in its judgment, the facts justify the granting of such an extension. The District's finding of facts regarding delay shall be final and conclusive. Any extension of time granted by District shall apply only to that portion of work affected by the delay and shall not apply to other portions of work not so affected.

**ARTICLE VIII  
PROGRESS SCHEDULE**

Section 1. The Project Schedule in the bid documents. Within ten (10) calendar days after being awarded the contract, Contractor shall submit a progress schedule for District and Architect's approval. The schedule shall not exceed time limits set forth in the Contract Documents and/or Notice to Proceed and shall comply with all of the scheduling requirements as set forth in the Specifications. Failure to submit a schedule or submittal of a schedule which shows completion of the Work beyond the specified completion date shall be deemed a material breach by the Contractor. The scheduling is necessary for the District and Architect's adequate monitoring of the progress of the Project. The Architect and/or District may disapprove of any schedule or require modification to it if, in the opinion of the Architect or District adherence to the progress schedule will not cause the Work to be completed in accordance with the Agreement and the project manual.

Section 2. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items and shop drawings in its progress schedule. If Contractor fails to include deferred approval items and shop drawings in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to its failure to comply with law, building codes and other regulations (including Title 24 of the California Code of Regulations).

Section 3. Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

**ARTICLE IX  
CHANGES IN THE WORK**

Section 1. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply

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to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, the Contractor, and the DSA (if necessary).

Section 2. Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

Section 3. CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY.

Section 4. The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, or an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

Section 5. A "CO" is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and the DSA (if necessary), stating their agreement upon all of the following:

- (a) A description of a change in the Work;
- (b) The agreed amount of the adjustment in the Contract Sum, if any; and
- (c) The extent of the adjustment in the Contract Time, if any.

Section 6. A COR is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change by the Contractor. A COR shall include breakdowns to validate any change in Contract Price due to proposed change or claim. A COR shall also include any additional time required to complete the Project. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

Section 7. The amount of the increase or decrease in the Contract Price from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation and agreed to by the Parties in writing:

- (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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(b) By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;

(c) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

(d) By cost of material and labor and percentage of overhead and profit.

**ARTICLE X  
CLEAN-UP**

Contractor at all times shall keep the premises reasonably free from debris such as waste, rubbish, and excess materials and equipment caused by work on the Project. Contractor shall not leave debris under, in or about the premises at the end of any day and shall keep the premises free from any attractive nuisances. If Contractor fails to clean up at the completion of the work, District may do so and the cost of such clean up shall be charged back to the Contractor or may be subtracted from any payments due to Contractor.

**ARTICLE XI  
CORRECTION OF WORK BEFORE ACCEPTANCE**

Section 1. Correction of Work. Contractor shall promptly remove from the premises all work determined by District as failing to conform to the Contract Documents, applicable building codes, ADA, Title 24 of the California Code of Regulations, Field Act or DSA requirements, whether incorporated into the Contract Documents or not. Contractor shall promptly replace and re-execute its own work to comply with all applicable documents, laws and guidelines without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If Contractor does not remove or correct such condemned work within a reasonable time, District may remove it and may store the material at Contractor's expense. The costs associated with such removal and clean up shall be charged to the Contractor.

Section 2. Notice of Defect. District shall provide Contractor prompt written notice of all defective construction of which District has actual knowledge or work that does not conform with the Contract Documents.

Section 3. Failure to Correct Defective or Non-conforming Work. If the Contractor fails to correct nonconforming or defective work within a reasonable time, the District may correct it after THREE (3) days written notice and all costs related to such work shall be charged to Contractor.

**ARTICLE XII  
INSPECTION, COMPLETION, AND CLOSE-OUT**

Section 1. Final inspection will be made upon written notification from Contractor to District that all work has been completed. A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by Contractor that the Project is complete.

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Section 2. District shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work has been completed to the satisfaction of the District. The Project may only be accepted as complete by action of the Board.

Section 3. Contractor shall prepare and directly submit to the applicable governmental agencies the final Project accounting and close-out reports including all DSA, CDE, SAB and OPSC forms required for the final close-out of the Project. District shall cooperate and assist Contractor as necessary.

Section 4. All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials or other Contract Documents and copies furnished thereof by District are District's property. They are not to be used in other work and are to be returned to District upon completion of the Project.

Section 5. Upon issuance of the Notice of Completion, Contractor shall deliver to District one (1) complete set of final as-built drawings, operating manuals, repair parts lists, service instructions and equipment warranties.

**ARTICLE XIII  
ACCESS TO WORK**

District and its representatives shall at all times have reasonable access to the Project. Contractor shall provide safe and proper facilities for such access during normal working hours. District and its representatives shall observe all Project safety requirements.

**ARTICLE XIV  
OCCUPANCY**

District may, with advance agreement of Contractor, which shall not be unreasonably withheld, occupy portions of the Project before completion of the Project, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement pursuant to Public Contract Code section 7107. As noted in Article 10, section 2, the Project may only be accepted as complete by action of the District's Governing Board.

**ARTICLE XV  
INTEGRATION OF WORK**

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of the Project site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

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**ARTICLE XVI  
INSPECTOR OF RECORD**

Section 1. One or more Project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

Section 2. All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Section 3. The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

**ARTICLE XVII  
INSURANCE**

Section 1. Contractor shall maintain all course of construction and other insurance as necessary to protect said equipment and work. The District shall not become responsible for risk of loss or other insurable risk until final Notice of Completion and Final Payment has been made to Contractor. Contractor shall cause the following insurance coverage to be maintained at its sole cost and expense during the term of work performed hereunder to protect Contractor and District from all claims for personal injury, including accidental death, to any person, as well as from all claims for property damage arising from operations under this Agreement:

(a) Commercial general liability insurance including Contractor's risk, blanket contractual, broad form property damage, completed operations and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) Comprehensive automobile liability insurance including owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.

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(c) Contractor shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance and comprehensive automobile liability insurance in an amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

Section 2. Endorsements shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Endorsements shall clearly state that the District and District Inspector are named as "Additional Insured" under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. Said endorsements must be provided in a form deemed suitable to the District, in its sole and absolute discretion. All proof of insurance required herein shall be delivered before the commencement of any work on the Project by Contractor. All insurance policies must be issued by California admitted insurers. A non-California admitted insurer may be accepted at the sole discretion of the District.

**ARTICLE XVIII  
BONDS**

Section 1. Contractor shall furnish separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the contract price on forms acceptable to the District. All bonds shall be provided by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Personal sureties and unregistered sureties are unacceptable. Contractor shall keep the performance bond in effect until expiration of the guarantee/warranty period referenced herein. Contractor shall keep the payment bond in effect for an additional six (6) months after the period in which stop notices may be filed as set forth in Civil Code section 3184.

**ARTICLE XIX  
INDEMNITY**

Section 1. Contractor agrees to and does hereby indemnify, defend and hold harmless District, its Board members, its officers, agents, District Inspector, and its employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may arise out of or in connection with the Project, including without limitation the following:

(a) Liability for damages for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense arising from the above, sustained by any person or entity, including without limitation, District, Contractor or any person, firm, subcontractor or contractor employed by either District or Contractor upon or in connection with the Project, except for liability resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Contractor, or any person, firm or subcontractor employed by Contractor, either directly or by independent contract, including all damages due to



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loss or theft, sustained by any person, firm or Contractor, including District, arising out of, or in any way connected with Contractor's performance, whether said injury or damage occurs either on or off District property, or if the liability arose from the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

Section 2. Contractor, at its own expense, cost and risk, shall defend any and all actions, suits, claims, demands or other proceedings to the extent of the above-described indemnification that may be brought or instituted against District, its Board, its officers, agents, or employees, and shall pay or satisfy any judgment that may be rendered against District, its Board, its officers, agents, or employees in any action suit or other proceedings as a result thereof.

Section 3. Contractor shall require that indemnity language in substantially the same form as set forth above be inserted in any agreements with its subcontractors.

Where approval by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, industry standards and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

**ARTICLE XX  
MATERIALS**

Section 1. Unless otherwise specified, all materials shall be new and meet or exceed industry standard for school construction and all workmanship shall be of good quality. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required by this Agreement.

Section 2. No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work and final payment to deliver premises, together with all improvements and appurtenances constructed or placed thereon by Contractor to District free from any claim, liens or charges.

Section 3. Contractor further agrees that neither it nor any person, firm or contractor furnishing any materials or labor covered by the Agreement shall have any right to lien upon the premises or any improvement of appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

Section 4. Nothing contained in this section, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection, or

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any rights under any applicable law permitting such persons to look to funds due to Contractor and in the hands of the District.

Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded. Additionally, Contractor shall make efforts to store materials in a manner so to not create an attractive nuisance.

**ARTICLE XXI  
WORKERS**

Section 1. Contractor and each subcontractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Project, organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Project, and keep an adequate force of skilled and fit workers on the job to complete the Project in accordance with all requirements of the Contract Documents.

Section 2. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and contractors and shall not employ on work any unfit person or anyone not skilled in work assigned to Contractor.

Section 3. Contractor shall remove from the work site any person in the employ of the Contractor whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

Section 4. Contractor shall take all reasonable steps necessary to ensure that any of its employees, consultants, subcontractors and suppliers, or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Project site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.

Section 5. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of Contractor, or any subcontractor, material or equipment supplier, or other party involved on the Project, for cause. Any person in the employ of Contractor or subcontractors the District may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with District's written consent.

Section 6. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees comply with all federal, state and local laws prohibiting harassment and/or violence in the workplace.

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Section 7. Unless exempted, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. During construction on the Project it is not anticipated that students will be onsite until occupancy and warrantee period. In order to comply with the requirements of Education Code sections 45125.1 and 45125.2, Contractor shall not permit any employee or employees or any employee or employees of any subcontractor to come in contact with District pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony.

Contractor shall comply with the requirements of the Military Leave of Absence Act (Military & Veterans Code, § 394 et seq.). Contractor shall ensure that its subcontractors on the Project also comply with the requirements of the Military Leave of Absence Act.

**ARTICLE XXII  
WAGE RATES**

Section 1. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the governing body of District 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 workmen needed to execute the contract.

Section 2. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code section 1773.1 apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes when the term "per diem wages" is used herein.

Section 3. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code section 1773.8.

Section 4. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

Section 5. Each worker of the Contractor or any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such workers.

Section 6. Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work. 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 Contractor.

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Section 7. Copies of the determined prevailing wage rates are on file and available upon request at the District's office and are otherwise available at <http://www.dir.ca.gov/>. Contractor shall be responsible for knowing and implementing all prevailing wage rates at all times during the Project. Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all determined general prevailing wage rates.

Section 8. Any worker employed to perform work on the Project which is not covered by any classification available at the office of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

**ARTICLE XXIII  
LABOR COMPLIANCE**

Section 1. Labor Compliance Program; Record of Wages Paid; Inspection.

(a) A Contractor and/or subcontractor shall not be qualified to bid on, be listed on a bid 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 bid or enter into a contract for a public works project with an unregistered contractor and/or subcontractor(s).

(b) 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.

(c) Contractor and each subcontractor 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

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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.

Section 2. Pursuant to Labor Code section 1776, Contractor stipulates to the following:

(a) 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 or her on the Project. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms.

Section 3. The payroll records enumerated under Section 10(a) shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor.

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.

Section 4. A certified copy of all payroll records enumerated in Section 10(a) shall be provided for inspection and furnished to a representative of the District, the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the Department of Industrial Relations.

Section 5. A certified copy of all payroll records enumerated in Section 10(a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The requesting Party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

Section 6. Contractor shall file a certified copy of the records enumerated in Section 10(a) with the entity that requested such records within ten (10) days after receipt of the written request.

Section 7. Any copy of records made available for inspection as copies and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

Section 8. Contractor shall inform the District of the location of the records enumerated under Section 10(a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

Section 9. In the event of noncompliance with the requirements of this section 13, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice

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specifying non-compliance. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of Twenty-Five Dollars (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any progress payment then due.

Section 10. The responsibility for compliance with this Article shall rest upon Contractor. Contractor shall submit certified payrolls with each pay request, including as required by Labor Code Section 177.4.

Section 11. Apprentices. All apprentices employed by Contractor to perform services under the Agreement shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

Section 12. When the Contractor to whom the contract is awarded by the District or any subcontractor under the Contractor, 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 the approval of the Administrator of Apprenticeship.

Section 13. Contractor 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 are 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 in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five (5) journeymen.

Section 14. "Apprenticeable craft or trade" as used in Labor Code section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

Section 15. Contractor, or any subcontractor, who, in performing any of the work under this Agreement, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship programming shall contribute to the fund or funds in each craft or trade in which Contractor employs

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journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do. Where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. 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.

Section 16. The responsibility of compliance with Labor Code section 1777.5 and this section 13 for all apprenticeable occupations is with the Contractor.

The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

**ARTICLE XXIV  
WORKERS' COMPENSATION INSURANCE**

Section 1. Contractor shall provide, at all times in which it is providing or performing any work on the Project, at its sole cost and expense, workers' compensation insurance for all of its employees engaged in work under the terms hereof. In case any of Contractor's work is sublet, 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. In case any class of employees engaged in work under this Agreement, on or at the site of the Project is not protected under Workers' Compensation laws, Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. Contractor shall file with the District certificates of its insurance protecting workers. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

Section 2. An authorized officer of Contractor shall sign under penalty of perjury, date and notarize a certificate which states the following:

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

**ARTICLE XXV  
WARRANTY/GUARANTEE**

Section 1. Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work done and facilities constructed pursuant to this Agreement will be free of faulty materials or workmanship and hereby agrees, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from

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time to time, during a period beginning with commencement of the Project and ending one (1) year after the Notice of Completion date for the Project.

Section 2. The foregoing warranty of Contractor applies to the remedy, repair or replacement of defects which may appear in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions.

Section 3. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. The term of Contractor's warranty/guarantee shall not preclude any claim by District for breach of contract, or other legal claim, brought within the applicable statute of limitation, for failure to construct the Project in strict accordance with the Contract Documents.

Section 4. In the event of any failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor which hereby agrees to pay reasonable costs and charges therefore immediately on demand.

Section 5. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article 36, proceed to make such necessary correction and the reasonable cost shall be charged against Contractor, which shall be paid on demand by District. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Agreement.

This Article 20 does not in any way limit the guarantee on 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 and assign to District all appropriate guarantee and warranty certificates upon completion of the Project.

**ARTICLE XXVI  
TITLE OF WORK**

Section 1. Immediately upon the performance of any of the Work, as between Contractor and District, title thereto shall vest in District; provided, however, the vesting of such title shall not impose any obligations on District or relieve Contractor of any of its obligations hereunder.



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**ARTICLE XXVII  
WARRANTY OF TITLE**

Section 1. Contractor warrants title to all work. Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately there from.

If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

**ARTICLE XXVIII  
LAWS AND REGULATIONS**

Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations. If Contractor performs any work which is contrary to any applicable law, ordinance, rule or regulation, Contractor shall bear all costs and expenses arising there from, with the exception of design errors or omissions that the Contractor could not reasonably have identified.

**ARTICLE XXIX  
NOTICE AND SERVICE**

Section 1. The District's representative is the District's Superintendent or any other party, as designated by the District in writing to the Contractor.

Section 2. Notice to either Party shall be in writing, addressed to the Party to be notified at the address specified herein, and either (i) personally delivered, (ii) sent by an overnight courier service such as Federal Express, (iii) sent by first-class mail, registered or certified mail, postage prepaid, return receipt requested, or (iv) sent by facsimile or electronic mail.

Section 3. Any such notice shall be deemed received: (i) on the date of receipt if personally delivered; (ii) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by courier; (iii) three (3) business days after deposit in the U.S. Mail, if sent by mail; or (iv) on the date faxed or e-mailed as evidenced by dated transmittal and delivery confirmation.

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**If to the Contractor:**

	Diède Construction, Inc.
<b>Attn:</b>	Paul Bickford
	P.O. Box 1007
	Woodbridge, CA 95258
<b>Phone:</b>	209-369-8255
<b>Fax:</b>	209-368-0600
<b>Email:</b>	pbickford@dièdeconstruction.com

**If to the District:**

**MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT**  
Attention: Director of Facilities  
1919 B Street, Room 214  
Marysville, CA 95901  
Phone: (530) 749-6151  
Fax: (530) 742-0573  
Email: cjensen@mjud.com

**ARTICLE XXX  
CONTINUATION OF WORK**

In the event of a dispute between the Parties as to performance of the work or the interpretation of the Contract Documents, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute, provided the District is not in default under the terms of the Agreement or in material breach of the Agreement. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, Contractor agrees it will not stop the progress of the work on the Project.

**ARTICLE XXXI  
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and language required by law to be inserted in this Agreement 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 provision is not inserted, or is not correctly inserted, then upon application of either Party the contract shall be physically amended to make such insertion or correction.

**ARTICLE XXXII  
NON-DISCRIMINATION**

Pursuant to the provisions of Labor Code section 1735, Contractor and its subcontractors shall not unlawfully discriminate in the employment of persons on this Project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender.

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**ARTICLE XXXIII  
ALTERNATIVE DISPUTE RESOLUTION**

Section 1. If either Party possesses a claim or dispute with respect to the duties and responsibilities required under this Agreement, that Party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issues in dispute. Notice shall be given within fifteen (15) days of knowledge of the claim or dispute. Such notice shall contain a general written statement of the damage sustained and any estimated delays as a result of such claimed damage. Upon receipt of a Party's demand, the other Party shall schedule a "meet and confer" conference, to take place within thirty (30) days, at a time and location convenient to all Parties. Senior representatives of the District and Contractor, with the authority to settle on the Party's behalf, will attend the meet and confer conference in good faith, in an attempt to resolve any controversy or claim between the Parties. Attendance at this conference shall be a condition precedent to the initiation of arbitration, mediation or a civil action.

**ARTICLE XXXIV  
LABOR/EMPLOYMENT SAFETY**

Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

**ARTICLE XXXV  
TERMINATION**

Section 1. The District may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- (e) Otherwise is in substantial breach of a provision of the Contract Documents.

Section 2. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District under the contract documents or at existing at law, and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

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(b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to take over completion of the Project, the Contractor agrees to immediately assign all Subcontracts to the District which the District has chosen to accept; and

(c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

Section 3. If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

Section 4. If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

**ARTICLE XXXVI  
MISCELLANEOUS**

Section 1. Integration Clause. This Agreement, together with all Contract Documents, represents the entire Agreement between the Contractor and the District, and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 2. Time of the Essence. Time is of the essence for all provisions of this Agreement in which a definite time for performance is specified.

Section 3. "Governing Law and Venue." This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules and venue shall be in the County of Yuba.

Section 4. Interpretation. Neither the Parties nor their respective counsel shall be deemed the drafters of this Agreement for purposes of construing its provisions. The language in all parts of this Agreement shall in all cases be construed according to fair meaning, not strictly for or against any of the Parties.

**ARTICLE XXXVII  
NON-UTILIZATION OF ASBESTOS MATERIAL**

(a) Contractor shall not utilize any asbestos-containing materials.

(b) Should asbestos containing materials be installed by Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

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(c) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

(d) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

(e) The asbestos consultant shall be chosen and approved by District who shall have sole discretion and final determination in this matter.

(f) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

(g) Cost of all asbestos removal, including but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by District shall be borne entirely by Contractor.

(h) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos-containing products. By execution of the Agreement, Contractor acknowledges the above and agrees to hold harmless District, its Governing Board, employees, agents, and Architect and assigns for all asbestos liability which may be associated with this Work. Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risks and liabilities.

**ARTICLE XXXVIII  
SITE CONDITIONS AND CONSTRUCTION DOCUMENTS**

Section 1. Site Conditions and Construction Documents. Contractor acknowledges that it has, to the extent necessary to complete the Project, investigated the Site, including, without limitation, a review of the soils reports for the Site as provided by District, and that to the extent one has been provided the soils report discloses no currently known problems with respect to the site conditions. Contractor further acknowledges that it has (or that prior to commencement of construction it will have) performed value engineering and a constructability review of the Plans and Specifications as necessary to satisfy itself that said documents are adequate for the Project's construction and that Contractor has not identified any errors or omissions in the Plans and Specifications that will adversely affect construction of the Project.

**ARTICLE XXXIX  
HAZARDOUS MATERIALS**

Section 1. Contractor shall not use or permit the Site or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or

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process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements at the Project and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Project or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of schools and school facilities, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials through no fault of District, Contractor shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to Contractor, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Site and Project or other property, in compliance with all Environmental Regulations.

Section 2. Contractor, at its sole cost and expense, shall comply with all federal, state, and local laws relating to the use, storage, discharge, release and disposal of Hazardous Materials (as defined below) in or about the site and/or the Project. Contractor shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Project site by Contractor or Contractor's agents, employees, or independent contractors or the agents, employees, or independent contractors of any subcontractors in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

Section 3. Contractor shall immediately provide District with telephonic notice, which shall promptly be confirmed by written notice, of any and all discharge, release, and disposal of any Hazardous Materials onto or within the Project site which by law must be reported to any federal, state, or local agency.

Section 4. Contractor shall be responsible for and shall indemnify, protect, defend, and hold harmless District and District's agents, employees, and independent contractors from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses, and expenses which result from Contractor's (or from Contractor's agents, employees, and independent contractors) use, storage, accumulation, discharge, release, or disposal of Hazardous Materials in, upon, or about the Project site.

Section 5. The obligations under this section 39 shall survive the expiration or early termination of this Agreement.

Section 6. Definition of Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act (33 U.S.C. section 1317), (iv) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq. (42 U.S.C. section 6903), or (v) defined as a

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“hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. section 9601).

**ARTICLE XL**  
**COMPLIANCE WITH STORM WATER PERMIT FOR CONSTRUCTION**

Section 1. If required, Contractor, per CA Green Code section 5.106.1, shall develop with the Architect’s assistance a Storm Water Pollution Prevention Plan (SWPPP) that has been designed, specific to this site, conforming to the State Storm water NPDES Construction Permit or local ordinance, whichever is stricter, as is required for other projects one acre or more. The plan should cover prevention of soil loss by storm water run-off and/or wind erosion, of sedimentation, and/or of dust/particulate matter air pollution.

Section 2. Contractor shall comply with all conditions of the State Water Resources Control Board (“State Water Board”) to obtain a National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale.

Section 3. Contractor shall be responsible for filing any required Notice of Intent and /or obtaining any Permits. District shall provide a draft of the Storm Water Pollution Prevention Program (“SWPPP”) for the Project to Contractor upon request. It shall be Contractor’s responsibility to evaluate the cost of compliance with the SWPPP in determining the contract price. Contractor shall include all costs of compliance with specified requirements in the contract price.

Section 4. Contractor shall be responsible for implementing and complying with the provisions of Ca Green Code section 5.106.1, any Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required. Contractor shall provide copies of all reports and monitoring information to District.

Section 5. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Section 6. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of District, its officers, agents or employees. District may seek damages from Contractor for delay in completing the Project caused by Contractor’s failure to comply with Permit.

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**ARTICLE XLI  
LEAD-SAFE SCHOOLS PROTECTION ACT**

Section 1. LEAD. Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240, et seq.) and other applicable law, Contractor shall not use lead-based paint, lead plumbing or solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization of any existing school facility

**ARTICLE XLII  
ARCHITECT'S STATUS**

Section 1. Architect shall be District's representative during construction and until final payment is due. Architect shall observe the progress and quality of the work on behalf of District. Architect shall have the authority to act on behalf of District only to the extent expressly provided in the Construction Documents. Architect shall have authority to stop work whenever such stoppage may be necessary in Architect's reasonable opinion to insure the proper execution of the Construction Documents.

Section 2. Architect shall be, in the first instance, the judge of the performance of the work. Architect shall exercise authority under the Construction Documents to enforce Contractor's faithful performance. Architect shall ensure that the quality of the finished work is in accordance with the Construction Documents.

Section 3. Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. Architect has the authority to enforce compliance with the Construction Documents and Contractor shall promptly comply with instructions from Architect or an authorized representative of Architect.

Section 4. On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of Contractor, the decision of Architect shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of Architect relating thereto.

Section 5. General supervision and direction of the work by Architect shall in no way imply that Architect or his or her representatives have control over, charge of, or are responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the work, since these are solely Contractor's responsibility under the Construction Documents.

Section 6. Architect shall not be responsible for Contractor's, subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the work in accordance with the Construction Documents. Architect shall not have control over or charge of acts or omissions of Contractor, subcontractors, their agents or employees, or any other persons



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or entities performing or supplying portions of the work. Contractor shall not be relieved of obligations to perform the work in accordance with the Construction Documents either by activities or duties of Architect in Architect's administration of the Construction Documents, or by tests, inspections, or approvals required or performed by persons other than Contractor.

**ARTICLE XLIII**  
**RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY DISTRICT FOR**  
**PROFESSIONAL SERVICES**

Section 1. If at any time prior to the completion of the requirements under the Construction Documents, through no fault of its own, District is required to provide or secure additional professional services for any reason by any act of Contractor, Contractor shall be invoiced by District for any costs incurred for any such additional services, which costs shall be deducted from the contract price and progress payments. Such invoicing shall be independent from any other District remedies. If payments then or thereafter due to Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to District. Additional services shall include, but shall not be limited to, the following:

- (a) Services made necessary by the default of Contractor.
- (b) Services made necessary due to the defects or deficiencies in the work of Contractor.
- (c) Services required by failure of Contractor to perform according to any provision of the Construction Documents.
- (d) Services in connection with evaluating substitutions of products, materials, equipment, subcontractors proposed by Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- (e) Services for evaluating and processing claims submitted by Contractor in connection with the work outside the established Change Order process.
- (f) Services required by the failure of Contractor to prosecute the work in a timely manner in compliance within the specified time of completion.
- (g) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of work involved.
- (h) Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

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ARTICLE XLIV  
TRENCHES

Section 1. If required to complete the project, Contractor shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

Section 2. If this Project involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of excavation, submit to District, or to whomever District designates, a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price named in this agreement for completion of the work as set forth in the Construction Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL OSHA and a CAL OSHA permit for such plan delivered to District. (Labor Code sections 6500 and 6705; Health and Safety Code section 17922.5).

Section 3. Pursuant to Labor Code section 6705, nothing in this Section 12.9 shall impose tort liability upon District or any of its employees.

Section 4. If this Project involves the digging of trenches or excavations that extend deeper than four (4) feet below the surface, the following shall apply:

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:
  - (i) Material that 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.
  - (ii) Subsurface or latent physical conditions at the Site different from those indicated.
  - (iii) 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 agreement.

Section 5. 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

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increase in 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 the Construction Documents.

Section 6. In the event a dispute arises between District and Contractor, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Construction Documents, but shall proceed with all the work to be performed under the Construction Documents. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104.)

**ARTICLE XLV  
REGIONAL NOTIFICATION CENTER**

Section 1. Except in an emergency, Contractor shall contact the appropriate regional notification center at least two working days prior to commencing any Excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by Contractor.

Section 2. For the purposes of this section 57, "emergency" shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code section 4216).

**ARTICLE XLVI  
STATE AUDIT**

Section 1. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of District, Contractor, or any subcontractor connected with the performance of this agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of this agreement, shall be subject to the examination and audit of the State Auditor at the request of District or as part of any audit of District for a period of three (3) years after final payment is made under this agreement.

**ARTICLE XLVII  
DVBE REQUIREMENTS**

Section 1. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of three (3%) per year of the overall dollar amount of state funds allocated to

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the District. Contractor shall make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Contractor is encouraged to retain documentation of its good faith efforts in the event such documentation is requested by District. Good faith efforts are demonstrated by evidence of the following: (i) Contact was made with the District regarding the identification of DVBEs; (ii) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (iii) Advertising was published in trade papers and papers focusing on DVBEs; (iii) Invitations to bid were submitted to potential DVBE contractors; and (iv) Available DVBEs were considered.

Section 2. Contractor shall certify that a good faith effort was made to include DVBE contractors and suppliers in the Project. Prior to and as a condition for final payment on the Project, Contractor shall provide appropriate documentation to the District so that the District can assess its success at meeting the DVBE participation goal.

**ARTICLE XLVIII  
CLAIM REQUIREMENTS**

Section 1. Claims in Excess of \$375,000. For all claims in excess of Three Hundred Seventy-Five Thousand Dollars (\$375,000), Contractor shall give written notice of claim to the District Representative within thirty (30) days of the date of the District Representative's estimate of sums due, stating in detail all grounds alleged by Contractor to justify an adjustment to the District Representative's estimate. Thereafter, Contractor must comply with the requirements of the California Government Code regarding claims against public entities (Government Code sections 900 and following).

Contractor's notice of claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.03 hereof. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further. Failure to comply with these notices and/or time requirements shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

Section 2. Claims of \$375,000 or Less. All claims under this agreement of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be resolved in accordance with Section 20104 et seq. of the Public Contract Code, except that the claim must be submitted no later than thirty (30) days of the date of the District Representative's estimate of sums due. Contractor's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.03 hereof. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.

Failure to comply with the time requirements set forth above shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

Pursuant to Public Contract Code sections 20104-20104.8, in addition to the notice and claim provisions set forth throughout the Contract Documents, the following terms and conditions shall apply.

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Section 3.     § 20104. Application of article; inclusion of article in plans and specifications.

(a)     This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(b)     This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(c)     "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(d)     "Claim" means a separate demand by Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(e)     The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(f)     This article applies only to contracts entered into on or after January 1, 1991.

Section 4.     § 20104.2. Claims; requirements; tort claims not covered by this article.

(a)     For any claim subject to this article, the following requirements apply.

(b)     The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(c)     For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or 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 local agency may have against the claimant.

(d)     If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(e)     The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of

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the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(f) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or 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 local agency may have against the claimant.

(g) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(h) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(i) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(j) Following the meet and confer conference, if the claim or any portion remains in dispute, 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 running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(k) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

Section 5. § 20104.4 Civil actions; mediation and arbitration; qualifications and expenses of mediators and arbitrators; trial de novo; witnesses.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

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(a) 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 for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to a 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.

(b) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of 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.

(c) 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 of pay not to exceed their customary rate, and 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 these fees or expenses be paid by state or county funds.

(d) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

(e) The court may, upon request by any party, order any witnesses to participate in mediation or arbitration process.

**Section 6.     § 20104.6. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**Section 7.     Claim Certification.** The claim certification required by this Section 23.04 shall provide as follows:

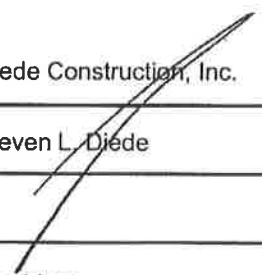
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**CLAIM CERTIFICATION**

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, et seq., I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: 11/12/15

*Corporate Seal*

Company Diede Construction, Inc.  
Print Name Steven L. Diede  
Signature   
Title President



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**EXHBIT A – SCOPE OF WORK**

**Scope of Work:** Includes but is not to:

**Removal of the “C” and “F” buildings from the central plant and installing individual package units in building C and a split system in building F along with the addition of Capital Energy wireless controls for the “C” and “F” buildings at Lindhurst High School located at 4446 Olive Avenue, Olivehurst, Ca 95961 in Yuba County. Removing the air handlers one at a time as the work progresses in the “C” and “F” buildings. The installations of the new HVAC units will require duct sizing and insulation valves, air diffusion devices, heating and cooling coil sizing and placement, forced air fan sizing and placement, air filtration specifications, fresh air requirements sizing and placement, exhaust air requirements sizing and placement, noise reduction requirements, air balancing capabilities, condensing unit sizing and placement, evaporative coil design, refrigerant piping sizing and placement, condensing piping sizing and placement, heating and cooling related pumping requirements, heating and cooling related valve requirements, piping insulation valves, vibration isolation and air systems control strategy. Additional disconnects, duct sealing, power, mechanical ductwork, structural mounting curb reinforcement, roofing patch and repair, miscellaneous electrical and plumbing work, and systems commissioning will also be required.**

**Job site will be keep secure, clean and orderly and distractions will be kept to a minimum to the largest extent possible along with barricades and detours as applicable and per OSHA and other related standards.**

**Removal and installation of louvers, fencing, gates and locking mechanisms, concrete flatwork and the removal and re installation of bells and other miscellaneous hardware. All newly installed louvers and exterior components will be painted to match the existing exterior or as otherwise specific by MJUSD facilities staff. Advanced notice will be provided for any power outages and scheduled outside the bell schedule or as otherwise negotiated. Assets with a value of \$500.00 or greater must be inventoried by contractor/subcontractor including locations, model and serials numbers and costs on a spreadsheet and on the drawings. All related site work, as shown in the project documents and all other components are required for a complete and operational project. The central plant is to remain operational for the remainder of the Lindhurst High School Campus during and after this project.**

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