

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Arboga Elementary School Board Report December 8, 2015

The Arboga Elementary School community continues to work together to provide its students the highest quality education and educational opportunities. Staff works closely with parents, community members, district staff and students to enhance our offerings and to be responsive to questions, concerns, suggestions, etc. A quick review of our school's yearly Top 10 Accomplishments from both the 2013-2014 and 2014-2015 school years sees us picking up where we left off last year and continuing to refine what we do.

Added to our repertoire this year, thanks to the district's LCAP funding, is a half time PE teacher who offers all of the Physical Education instruction for both 5th and 6th grades, and offers partial instruction for all of 4th grade. We had hoped to expose more of our students to the expertise of a dedicated Physical Education instructor, but with the physical restraints of our site and the time and student to teacher ratio restrictions, we are happy that Mr. Geoff Griffin is able to work so closely with three of our grade levels. We will look for ways next year to let his experience and structure reach down into at least the 3rd grade, and hopefully the 2nd as well.

Another boon for our site, thanks again to LCAP funding, is the addition of Mrs. Deanna Wiseman, music teacher shared with Arboga, Cedar Lane and Johnson Park. She is providing basic music education to all K-3 classes, is gearing up to begin teaching recorders to 2nd and 3rd, and is providing an elective Band and Choir program for grades 4-6. Our school community was so excited and hungry for music instruction, that initially, 51% of our 4th-6th grade students were actively participating in the elective music program. That number has shrunk a bit based on students not keeping up with their academic work, and their grades suffering as a result, but we are still at well above 40% of our upper grade students participating in elective music. Mrs. Wiseman has been earnestly looking for opportunities for our students to perform publicly and has scheduled an Arboga, Cedar Lane, Johnson Park Band and Choir concert at Lindhurst High School Thursday, December 10 from 6:00-7:30, has them signed up for the Olivehurst Christmas Parade (December 12), and is working with our PTSO to secure them a few more opportunities. Student and parent interest has been so high that we even added an individual Band and individual Choir student of the trimester to our trimester awards ceremony.

Our PTSO continues to fundraise tirelessly for the benefit of our students and our school. Between a balance in their bank account, a portion contributed from the school, fundraising from summer firework sales, a Jog-A-Thon, our Fall Festival and donations from the community, our PTSO has put together just over the \$35,000 necessary to replace our existing play structure that was purchased and installed in 1997 by the then PTO and parents. They are elbows deep in the middle of a candy sale fundraiser right now, are selling marble tiles to local businesses that will be installed in the front of the school, are planning a similar, more affordable brick sell for students and families, are planning a disc golf tournament with Plumas Lake Golf Course, and the ideas keep coming. An example of their dedication and ability to execute is our recently held Fall Festival—we brought in over \$10,000 gross, and, because of



"Home of the Cougars"

2004 & 2010 California Distinguished School; 2003, 2007 & 2011 Title I Academic Achievement School
2014 Campaign for Business and Education Excellence Honor Roll School



their diligence and lack of fear, over \$9,300 of that became net profit. They tirelessly ask people both within and outside of our community for incentives, donations, assistance for our students and make connections with people/organizations, getting our school's name out there.

One such connection was recently made by 5th grade teacher, Debbie Jones, with Vermicorp, a local business on Arboga Road, near the airport. Mrs. Jones has been the driving force behind our school garden the past several years, helping her classes to take ownership over the care and cultivation of it, even taking what they've grown and incorporating it into cooking activities both in the classroom and with our neighbor, the Arboga Community Center. This summer, Mrs. Jones, her uncle and her husband, completed the expansion of our school garden, doubling it in size and providing five additional raised garden beds. Mrs. Jones has been communicating with Vermicorp and secured a donation of rich soil that more than filled the new garden beds and will top off the pre-existing three larger raised garden beds. Each grade level will now have the ability to take ownership of a garden bed and plant and care for a crop of their own. And the connections still exist with Harvest of the Month and Center for Healthy Communities, so we are excited about potential results this winter and spring.

Our Whanau Fridays Girls' Group from last year is continuing, still under the supervision of Penny Halcomb, Elementary Student Support Specialist, but in a different model. We now meet once a month and will begin featuring guest speakers, women from the area who have either overcome some form of adversity on their path or who are at the top of their game, so to speak, to provide these 4th-6th grade girls with role models and examples from their community. We continue to work on decision making skills and several of the girls participated last year, so they have a greater understanding of the purpose of the group and therefore have more buy-in and are more willing to share. Additionally, we have created this year a group called Fortify that is the male counterpart for 4th-6th grade boys. Their delivery model is different, but we are excited about the possibilities. Included in your packet is the student guide Anthony Nelson, STARS Site Lead, created for this opportunity.

Anthony Nelson has also assumed a leadership role, running point for our Cougar Kids leadership program. Newly created last year, we are amazed at the results this year. Cougar Kids are 5th and 6th grade students who are looking to be active participants in our school as leaders. They must apply to the program and have teacher consent based on behavior and academic standing. Thus far this year, Cougar Kids have helped with the school recycling program, they have helped with campus clean-ups, made presentations in every classroom gaining student input on the newly purchased playground structure (to be installed this summer by the district), wrote and performed skits at our Kindness/Anti-Bullying Week assemblies, led the Pledge of Allegiance at assemblies, are working with SoYouCAN on a canned food drive for local families in need, and the list goes on. These students are excited about contributing to their school and community. Helping with the program are Ms. Christy Cherry, 6th grade teacher, Mrs. Angela Holt, Kindergarten teacher, Mrs. Micheyl Walker, parent and PTSO Co-Treasurer.

An additional positive thing that our site is working on is the PBIS system. We are in year one and our team has been attending all of the trainings offered by the Placer County Office of Education. We have altered our ROAR assemblies for next year, are working on revising our disciplinary referral system, are looking at ways to publicize positive examples of student behavior on site, are working on creating videos of both acceptable and unacceptable behavior, have created posters for classrooms and campus areas, have discussed our lunchtime cafeteria issue of noise at depth. Our team is Angela Holt (K), Sunshine Harlow (1st), Hanna DeForest (2nd), Debby Warner (3rd), Nicole Robertson (4th), Debbie Jones (5th), Christy Cherry (6th), Penny Halcomb (Classified Staff), Anna Mitchell (Parent).

With additional categorical monies, we hired two part time para-educators to provide ELA interventions for our students during the day and have just begun grade level groups in the last two weeks, in addition to providing 45 minutes of intensive conversational English and exposure to ELA basics four days a week for two students who entered our school straight from Mexico with no English vocabulary and none at home. Our para-educators are working with Kiley Lagorio, our RSP teacher, and her two para educators, Hadiyah Walker and Melissa Quintero, whom they both shadowed to see how they work with students in small groups, and are utilizing Reading Mastery, Corrective Reading and some supplemental phonics instructional tools. Our hope is that students will make quick strides and we will be transitioning students in and out of these intervention groups as needed through the new Intervention SST process we created to specifically target students and provide the necessary data to track their growth.

As with any time we are asked to "brag" about our school and what we are doing, it is difficult at first to do so, as boasting is not in our nature, but once we get started, it is so easy to find examples of positive things happening each and every day at Arboga Elementary. We are blessed with a strong staff in possession of a student focus, a committed core of parents, an involved and supportive community, and some of the best kids in Yuba County.

October 5, 2015

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

MJUSD SUPT OFFICE
OCT 06 2015
RECEIVED/m

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

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.)

BOARD MEETING DATES

2016

2nd and 4th Tuesdays

~~1/12/16~~ (canceled)

1/26/16

2/9/16

2/23/16

3/8/16

3/22/16

~~4/12/16~~ (canceled)

4/26/16

5/10/16

5/24/16

~~6/14/16~~ (canceled)

6/28/16

~~7/12/16~~ (canceled)

7/26/16

8/9/16

8/23/16

9/13/16

9/27/16

10/11/16

10/25/16

~~11/8/16~~ (canceled)

11/15/16

~~11/22/16~~ (canceled)

12/13/16

~~12/27/16~~ (canceled)

[All meetings start at 5:30 p.m. and are held in the District Board Room unless otherwise specified.]

CERTIFICATE OF ELECTION
OF
BOARD PRESIDENT, DISTRICT CLERK & BOARD REPRESENTATIVE

It is hereby certified that at the Annual Organizational Meeting of the Governing Board of the
Marysville District, held *between December 4 – December 18, 2015*, the following officers and
representatives were elected:

PRESIDENT: _____

Address: _____

CLERK OR
SECRETARY: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

REGULAR MEETING
DATES AND TIMES: 2nd & 4th Tuesdays each month at 5:30 p.m.

SUBMITTED BY: _____ TITLE: Superintendent

INSTRUCTIONS: Gay Todd
*Please complete and forward this certificate to the County Superintendent of Schools
immediately following your Annual Organizational Meeting which must be held
between December 4 ~ December 18, 2015.*

Return to: Maggie Nicoletti
Yuba County Office of Education
935 14th Street
Marysville, CA 95901
(530) 749-4854

OFFICE OF THE SUPERINTENDENT OF SCHOOLS
YUBA COUNTY
SCHOOL BOARD AUTHORIZATION FORM

TO: MEMBERS OF SCHOOL BOARDS OF TRUSTEES
YUBA COUNTY SCHOOLS DISTRICTS

Education Code §42632 and 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.

I hereby request that you fulfill the provisions of the above referenced code sections by completing the following:

1. We, members of Marysville School Board of Trustees hereby authorize Gay Todd to sign orders drawn on the funds of the School District.
2. Verified signatures and occupation of Governing Board Members of Marysville School District.

If you wish to authorize the clerk or secretary of the Board or an employee to sign all warrants and orders in the name of the Board, then have them sign below, and members of the Board approving this action please sign on the line provided.

Signature of person(s) authorized to sign warrants: Gay Todd

Signatures below are the verified signatures of the members of the Board of Trustees for calendar year 2016.

- | | |
|-----------------------------------|------------------------------|
| 1. _____
President's Signature | _____
Occupation/Business |
| 2. _____
Clerk's Signature | _____
Occupation/Business |
| 3. _____
Member | _____
Occupation/Business |
| 4. _____
Member | _____
Occupation/Business |
| 5. _____
Member | _____
Occupation/Business |
| 6. _____
Member | _____
Occupation/Business |
| 7. _____
Member | _____
Occupation/Business |

Please retain one copy for your files and return original to Maggie Nicoletti, Yuba County Office of Education, 935 14th Street, Marysville, CA 95901.



State of California
Secretary of State

STATEMENT OF FACTS
ROSTER OF PUBLIC AGENCIES FILING
(Government Code section 53051)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐ Update ☒

(Office Use Only)

Legal name of Public Agency: Marysville Joint Unified School District

Nature of Update: Election of new officers

County: Yuba

Official Mailing Address: 1919 B Street, Marysville, CA 95901

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): President

Name: _____ Address: _____

Secretary or Clerk (Indicate Title): Clerk

Name: _____ Address: _____

Members:

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

RETURN ACKNOWLEDGMENT TO: (Type or Print)

12/8/15

Date

NAME [MJUSD]
ADDRESS Attention: Lisa Mejia
1919 B Street
CITY/STATE/ZIP Marysville, CA 95901

Signature

8 Lisa Mejia, Executive Assistant
Typed Name and Title

NOV 13 2015

RECEIVED

November 5, 2015

Ramiro Carreon
Personnel Services
MJUSD
1919 B Street
Marysville, CA 95901

Cc: Jimmie Eggers, Principal
Olivehurst Elementary School

Dear Mr. Carreon,

Please accept this letter as my formal resignation from Olivehurst Elementary School as Child Care Assistant (Para-Educator). My last day of employment will be November 30, 2015.

As you know, my career is very important to me. With this in mind, I feel it is my best interest to continue my college degree. By continuing my education, I will eventually become more valuable as an employee. However, at this time I cannot do both. So that I can get the most from my classes, I must resign my job and devote myself exclusively to my schoolwork.

This was not an easy decision and I will regrettably miss the children. My time here at Olivehurst Elementary School has been invaluable, both personally and professionally. I appreciate all the on-the-job support you've given me here and I hope you will extend your good wishes to my choice to commit myself full-time to my studies.

I would like to thank you for all the great opportunities you have given me as an employee at Olivehurst Elementary School.

Sincerely,



Celene Puente-Arroyo

November 12, 2015

NOV 12 2015

RECEIVED

Dear Mr. Carreon,

Effective December 18, 2015, I will be resigning from my position as a Para-Educator at McKenny Intermediate School. I have decided to further my education and want to thank you for the opportunity to work for the district.



Debra Cooper

November 13, 2015

MJUSD
Personnel Dept.
NOV 13 2015
RECEIVED

It has been my pleasure to serve the MJUSD and the students and staff members of this district for the past 9 years.

Please accept this as my letter of resignation; my last day with MJUSD will be November 27, 2015. I will be out on personal necessity Monday, November 16 and Monday and Tuesday November 23 and 24th and of course on holiday as per the districts calendars.

I would like to go on record publicly to highlight the fact that it has been a pleasure working directly for and with Cynthia Jensen.

Again thank you for the opportunity to service MJUSD.

Sincerely,



Denise DeVaughn

MJUSD

Personnel Dept.

NOV 17 2015

RECEIVED

November 4, 2015

Dear Ms. Hansen,

Please accept this letter as my formal resignation from MJUSD. In order to ensure a smooth transition for my replacement and the staff at Foothill School, I would like to remain in my position as an attendance clerk until November 27th. During the remainder of my time here, I will be completing any unfinished projects and recording helpful information that pertains to the duties of this position.

Thank you so much for the opportunity you have provided me by offering me this job. The skills I have learned during my time at Foothill School have established a solid foundation of both knowledge and professionalism. I especially would like to thank you for the support you have shown me as a boss as you have invested in me beyond what is required as an administrator. Your constant encouragement and guidance has made me a better employee and person and I am forever grateful for you. I have also learned a great deal just by seeing your example as a principal. You pour your whole heart into your job and continuously make your students your first priority, making it easy to respect you as a leader.

Although I am excited about the new season of life I will be entering with my education, I know I will miss my job here at Foothill. I have so enjoyed getting to build relationships with the staff and students at Foothill School. This is a wonderful place to work and I will always remember my time here fondly.

Thank you,



Amillia Givens

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF AGREEMENT

November, 2015

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of agreement constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Marysville Joint Unified School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of agreement must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/CEDR will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/CEDR). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/CEDR. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.4. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year agreement period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the agreement period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE AGREEMENT

The Client agrees to pay the SJCOE/CEDR setup/configuration cost for the development of all the SEIS/SIS integration components/services in the amount of \$3,000. A single invoice will be presented to Marysville Joint Unified School District by CEDRs, commencing with the signing of this Agreement in the amount of \$3,000 (three thousand dollars).

In addition, the Client agrees to pay the SJCOE/CEDR annual maintenance fees of \$.75 (seventy-five cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be \$864.75 (eight hundred, sixty-four dollars and seventy-five cents) based on the student count as of the December 1, 2014 CASEMIS report of 1,153 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.4.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this agreement following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Agreement shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Agreement. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS


This Agreement is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or

association.

10.0 INDEMNIFICATION

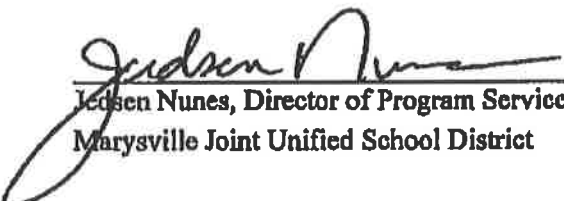
SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.



Johnny Arguilles, Director
Center for Educational Development and Research
San Joaquin County Office of Education

11/20/15
Date



Jedsen Nunes, Director of Program Services
Marysville Joint Unified School District

11/9/15
Date

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

Date

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 19
 Date of Project Authorization: November 16th, 2015
 Architect's Project No.: 281600.06

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated **December 9th, 2014** by and between the Marysville Joint Unified School District and Williams + Paddon (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 Williams + Paddon (hereinafter referred to as the 'Architect') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name: Arboga Elementary School
 ADA Upgrades and New Play Structure
- 1.2 Location(s): 1686 Broadway Rd, Olivehurst, CA 95961

2. SCOPE OF WORK / BUDGET / SCHEDULE

- 2.1 WORK STATEMENT:
 Williams + Paddon
 will:

For Certification of Six Relocatables:

- 2.11 Assist the District with DSA certification of six relocatables which are currently installed at Arboga Elementary School
- 05-00-DH-0052.4 A, B, C** (02-102540 – DSA application made but never certified at Tracy High School)
- 05-00-DH-0052.3 A, B, C** (02-102540 – DSA application made but never certified at Tracy High School)
- 06-02-DH-0255.4 A, B, C** (Certified at Tracy High School)
- 06-02-DH-0255.3 A, B, C** (Certified at Tracy High School)
- 06-02-DH-0255.1 A, B, C** (Certified at Tracy High School)
- 06-02-DH-0255.2 A, B, C** (Certified at Tracy High School)
- 2.1.2 Investigate and observe existing condition of all 6 portables mod lines. Document findings and prepare necessary reports for DSA review and acceptance.
- 2.1.3 Document for approval with DSA the necessary signage
- 2.1.4 Coordinate with contractor during construction and removal and replacement of existing carpet

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

For ADA Corrections to Path of Travel and New Play Apparatus

- 2.1.5 Participate in an initial site visit to observe existing conditions, discuss goals and objectives, schedule, etc.
- 2.1.6 Cross check owner provided DSA application 182 assigned and shown on a campus wide site plan exhibit.
- 2.1.7 Review owner provided current drawings showing underground utilities including but not limited to: drainage, sewer, landscaping, data/communication, electrical/power. Review owner provided topographic survey information for existing grades, utilities, surface infrastructure and features, easements, etc.
- 2.1.8 Prepare Construction Documents:
 - a. Architectural and Civil Site Plans showing demolition of non-compliant site areas with plans to bring areas into compliance per 2013 California Building Code and ADA.(See attachment A of areas)
 - b. Architectural and Civil Site Plans and Details for installation of a new play apparatus with required drainage
- 2.1.9 Prepare project specifications
- 2.2.0 Agency processing (DSA, CDE, and others as applicable).
- 2.2.1 Obtain approval/meeting with local fire agency
- 2.2.2 Address questions during bidding and negotiations
- 2.2.3 Construction Administration including:
 - (1) Answering Requests for Information (RFI's), Review Submittals, etc. (2) Attend one (1) pre construction meeting
 - (3) Attend one (1) pre bid meeting
 - (3) Attend construction meetings (assume 4 meetings) (4) Attend one (1) punch list walk.
- 2.2.4 Project Close Out with MJUSD and DSA
- 2.3 Initial Construction Budget: Approximately \$ 150,000 (estimate)
- 2.4 Preliminary Schedule Milestones: Construction completed Summer 2016

3. ARCHITECT'S SERVICES & CONSULTANTS

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

<u> X </u>	Pre-Design
<u> X </u>	Site Analysis
<u> X </u>	Schematic Design
<u> X </u>	Design Development
<u> X </u>	Construction Documents
<u> X </u>	Bidding and/or Negotiation
<u> X </u>	Construction Administration
<u> n/a </u>	Post-Construction
<u> </u>	Other

19

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

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

<u>X</u>	Civil Engineer
<u>na</u>	Structural Engineer
<u>na</u>	Mechanical/Plumbing Engineer
<u>na</u>	Electrical Engineer
<u>na</u>	Landscape Architect
<u>na</u>	Food Service Consultant

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

<u>na</u>	Theater Consultant
<u>na</u>	Audio/Visual Consultant
<u>na</u>	Acoustic Engineer/Designer
<u>na</u>	Traffic Engineer
<u>na</u>	Pool Consultant
<u>na</u>	Energy Consultant

3.4 Services Excluded: Those in association with items identified as n/a in part 3.2 and 3.3 above. In addition, the following is not part of the basic scope of services and will be provide by the District:

- a. Preparation of a geotechnical report with recommendations for structural paving sections to be used by the Civil Engineer in their design work.
- b. Topographic survey of exiting grades and utilities.

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.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

- 4.2.1 For Architect's Services, compensation shall be computed as follows for scope identified in Work Statement 2.1:

Schematic Design Phase (25%).....	\$5,125.00
Design Development Phase (15%).....	\$3,075.00
Construction Documents Phase (25%).....	\$5,125.00
DSA Submittal (5%).....	\$1,025.00
Bidding (5%).....	\$1,025.00
Construction Phase (20%).....	\$4,100.00
Completion of Construction and Project Acceptance by District Board (5%).....	\$1,025.00

A fixed fee of\$20,500.00

- 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 and as indicated on the project schedule

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

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.

Marysville Joint Unified School District

Owner

Date: _____

Williams + Paddon Architects + Planners, Inc.
2237 Douglas Blvd., Ste. 160
Roseville, CA 95661



Jack Paddon – AIA, Principal

Date: 11.16.15



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on December 8, 2015 (Insert Board meeting date or ratification date), by and between Twin Cities Tree Service hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

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

five thousand five hundred dollars and 00/100
Dollars (\$5,500.00)

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

- Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C61/D49 (add applicable to trade).
- (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
- This contract shall commence upon Board approval as of December 9, 2015 (insert date after Board approval date or ratification date) with work to be completed within (60) consecutive days and/or by August, 2016.
- SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

Noncollusion Affidavit

ATTACHMENT A – Contractor Certification Form

ATTACHMENT B – Terms and Conditions (5 pages)

ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation

ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate

ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification

ATTACHMENT F – Proof of Contractor Annual Registration with DIR

ATTACHMENT G – Withholding Exemption Certificate – CA Form 590

ATTACHMENT H – W9 Form

ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement

ATTACHMENT J – Scope of Work

Purchase Order No. _____

TYPE OF BUSINESS ENTITY

Individual
☒ Sole Proprietorship
 Partnership
 Corporation
 Other

TAX IDENTIFICATION

68-0333070

Employer Identification Number

License No: 702790

Classification: D49

Expiration Date: 02/28/2017

(District Use Only: License verified by Cynthia Jensen

Date: 11/19/2015

Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Twin Cities Tree Service

Contractor Address:
 1282 Stabler Lane, Suite 630-154
 Yuba City, Ca 95993-2625

Phone: 530 682 6409

Email: treeguy4075@syix.com

Print Name: Anthony French

Title: Owner

Authorized Signature:

District Acceptance:

Ryan DiGiulio, Assistant Superintendent of Business Services

Date:

Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Zach Dickinson

Josh Azvedo

Andrew J Bogger

Name(s) of employee(s):

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

Dated: 11-19-2015

Twin Cities Tree Service

(Company)

(Authorized Signature)

Anthony French

(Print Name)

Owner

(Title)

(Complete only if pertinent)

Revised 09-22-2015



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED

INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

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

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

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

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



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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


Signature, Contractor's Authorized Representative

Anthony French

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: 8075 Lindhurst Sidewalk (Quad/Gas Line) between the Marysville Joint Unified School District ("District" or "Owner") and Twin Cities Tree Service ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: Anthony French

Title: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

_____ Surveillance of employees of the Contractor by school personnel.

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

Supervisor's Name: Anthony French

Tax ID Number (if applicable – do NOT include Social Security Numbers).
68-0333070

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

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

_____ Other, describe:

DISTRICT

Signature:  Title: Director of Facilities/Energy Mngt. Date: 12/08/2015

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

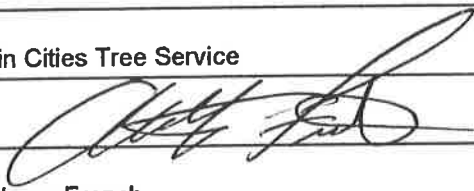
PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: 8075 - LHS Sidewalk (Quad and Gas Line)
between Marysville Joint Unified School District (the "District" or the "Owner") and
Twin Cities Tree Service (the "Contractor" or the "Bidder").

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

Date: 11-19-2019

Proper Name of Contractor: Twin Cities Tree Service

Signature: 

Print Name: Anthony French

Title: Owner

(Remainder of page left blank intentionally)

3/3/2015

Registration Payment Success

Thank you for your payment.

Payment Confirmation Number: VTLJLM9D6DPC1

Registration Number: 1000013791

Contractor Name: ANTHONY BRIAN FRENCH

*** NOTICE: If paying by ACH/EFT, please allow up to 7 days for processing. ***

[Return to Public Works Homepage](#)

TWIN CITIES TREE SERVICE
1202 STABLE LN STE 600 W154
YUCCA CITY, CA 95023

Copyright © 2014 State of California



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

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

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Anthony Brian French

2 Business name/disregarded entity name, if different from above
Two Cities Tree Service

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
1282 Stadler Ln Suite 630-154

6 City, state, and ZIP code
Yuba City CA 75893

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
____ - ____ - ____

or
Employer identification number
68 - 0333070

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here _____ Signature of U.S. person ▶ _____ Date ▶ 11-14-15

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORESEMENT

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

(Remainder of page left blank intentionally)

Attachment 'J'

Contractor's ☐ Invoice
☒ Estimate
 26501



TWIN CITIES TREE SERVICE

Owner: Anthony French
 1282 Stabler Lane, Suite 630-154
 Yuba City, CA 95993-2625

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

Trimming, Topping, Thinning, Shaping & Removals

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

Date: 11-13-15 Estimator's Name: Anthony French Est. Start Date: _____ Est. Finish Date: _____

Contract Addendum? Yes ☐ No ☒ Contract Addendum with _____ page(s) shall be incorporated into this original contract.

Change Order? Yes ☐ No ☒ Change Order to reference Original Contractor's Invoice # _____ Dated _____

C U S T O M E R	Name	<u>Cynthia/Director of Facilities/MJUSD</u>	J O B L O C A T I O N	<input checked="" type="checkbox"/> Same as 'CUSTOMER' location	
	Address	<u>1919 B Street</u>		Contact Name	<u>Cynthia Jensen/LHS</u>
	City, State & Zip	<u>Marysville, CA. 95901</u>		Job Address	<u>4446 Olive, Ave</u>
	Phone	<u>749-6151</u>		City, State & Zip	<u>Olivehurst, CA. 95961</u>
	Email	<u>Cjensen@mjUSD.com</u>		Phone	<u>Cell</u>

DESCRIPTION OF WORK	PRICE
In The Quad Area - where work is to be done.	
(South End) 4 Amber's Removal and grind Stumps and haul away	2,200.00
North Mulberry tree - raise skirt, weight reduction, Trim for shade	1,200.00
South and East Mulberry trees Removal - cleanup & haul	1,700.00
Grind ² Stumps and surface roots and Area - Haul Grindings	400.00
(Prevailing wage Applies)	
PAID BY: <input type="checkbox"/> CASH <input type="checkbox"/> CC <input type="checkbox"/> CHECK # _____	TOTAL CONTRACT 5,500.00

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

"Customer Responsibility" Fees: If checked, customer must initial to acknowledge responsibility for the following fees that may be required by the city/county in which the work will be performed:

☐ TREE PERMIT ☐ OTHER _____

Authorization to proceed with work - I hereby authorize the herein described work at the listed contract price. By the addition of my signature below, I agree that I have received a copy of this contract and all documents, and that I have read, understand, and agree to the terms listed herein and on the reverse side.

Customer Name - Printed

Signature

Date

Estimator Name - Printed

Signature

Date

Waiver of 3-Day Right to Cancel: I acknowledge and hereby waive all rights to cancel this contract within three (3) business days.

Customer Name - Printed

Signature

Date

Estimator Name - Printed

Signature

Date

39

18102

049

attachment "J"

TERMS AND CONDITIONS

RIGHT TO REFUSE SERVICE: Twin Cities Tree Service reserves the right to reject this agreement, at our sole discretion, within three (3) business days after you have received a signed and dated copy of the contract that includes this notice.

THREE (3) DAY RIGHT TO CANCEL: Under California State Law, you, the buyer, have the right to cancel this contract within three (3) business days. You may cancel by delivering a written notice, via email, mail, fax, or in person to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this contract.

A verbal notification of cancellation is not acceptable. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid (with the exception of "Customer Responsibility" fees) within 10 days of receiving the notice of cancellation.

INFORMATION ABOUT THE CONTRACTOR STATE LICENSE BOARD (CSLB): CSLB is the state consumer protection agency that licenses & regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosed complaints, discipline actions & civil judgments that are reported to CSLB. Use only licensed contractors. If you file against a licensed contractor within the legal deadline (usually 4 years), CSLB has the authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information, visit CSLB's website at www.cslb.ca.gov; or call CSLB at (800) 321-CSLB (2752); or write CSLB PO Box 26000, Sacramento, CA 95826.

"CUSTOMER RESPONSIBILITY" FEES: Customer is financially responsible for all required permits. If you cancel the signed contract within the three (3) day right to cancel period, and have already paid for permits, Twin Cities Tree Service is not responsible to refund the fee.

PAYMENT: Customer agrees to pay the amounts listed on the reverse side of this agreement. Customer agrees to **PAY IN FULL AT THE TIME THIS JOB IS COMPLETED**, or at any other time mutually agreed upon and indicated on the contract. Failure to make payment when due constitutes a material breach of contract. If payment is not received within 10 days of due date, customer shall pay a monthly finance charge of 1.5% of any past due amount. Acceptable forms of payment are cash, check, money order, Visa, MasterCard, American Express or Discover credit cards.

STUMP GRINDING: When stumps are to be ground as part of any job, all grindings will be left on site unless expressly written otherwise on this contract. Stump grinding can cause damage to underground sprinklers and/or wiring. We are not responsible for repair of any damage to sprinklers or wiring damaged by stump grinding.

NOTE ABOUT EXTRA WORK & CHANGE ORDERS: Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the scheduled payment.

MECHANICS LIEN WARNING: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' lien and sue you in court to foreclose the lien.

If the court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary notice'. This notice is not a lien. The purpose of this notice is to let you know that the person who send you the notice has the right to record a lien on your property if he or she is not paid. For other ways to prevent liens, visit the Contractors State License Board's (CSLB) website at www.cslb.ca.gov; or call CSLB at (800) 321-CSLB (2752).

COMMERCIAL GENERAL LIABILITY INSURANCE: Twin Cities Tree Service carries Commercial General Liability Insurance. To request a copy of the Commercial General Liability, please call our office at (530) 755-1067.

WORKERS COMPENSATION INSURANCE: Twin Cities Tree Service carries Workers Compensation Insurance for all employees. To request a copy of the Workers Compensation Insurance, please call our office at (530) 755-1067.

40

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8169



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on _____ (Insert Board meeting date or ratification date), by _____ and _____ hereinafter called the Findlay Iron Works CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

Four thousand seven hundred sixty and 00/100 Dollars (\$4,760.00)

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

- Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B, CSI, Structural (add applicable to trade) & misc metals
- (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
- This contract shall commence upon Board approval as of November 18, 2015 (insert date after Board approval date or ratification date) with work to be completed within n/a () consecutive days and/or by August, 2016.
- SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)

41

8169



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

Noncollusion Affidavit

ATTACHMENT A - Contractor Certification Form

ATTACHMENT B - Terms and Conditions (5 pages)

ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation

ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate

ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification

ATTACHMENT F - Proof of Contractor Annual Registration with DIR

ATTACHMENT G - Withholding Exemption Certificate - CA Form 590

ATTACHMENT H - W9 Form

ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement

ATTACHMENT J - Scope of Work

Purchase Order No. _____

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

36-455-8738
 Employer Identification Number

License No: 813 B6B Classification: B-C91 Expiration Date: 10/31/2016

(District Use Only: License verified by [Signature] Date: 11/23/2016)
 Fill at time of preparation - DISTRICT STAFF ONLY

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

Contractor Name: Findley Iron Work

Contractor Address:
150 Mendota Hill Rd.
Newcastle, CA 95658

Phone: 916 863 1887

Email: ironshademan@
@sundance.net.com

Print Name: ROBERT FINDLEY

Title: OWNER

Authorized Signature: [Signature]

District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date

8169

Contractor's License Detail for License # 813868

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

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

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

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

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

Business Information

FINDLEY IRON WORKS
150 MANDARIN HILL ROAD
NEWCASTLE, CA 95658
Business Phone Number:(916) 663-1887

Entity Sole Ownership

Issue Date 10/22/2002

Expire Date 10/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C51 - STEEL, STRUCTURAL

Bonding Information**Contractor's Bond**

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

Bond Number: 04WB022543

Bond Amount: \$12,500

Effective Date: 05/01/2013

Contractor's Bond History

Workers' Compensation

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

Policy Number:9111932

Effective Date: 07/01/2015

Expire Date: 07/01/2016

Workers' Compensation History

43



8169

Marysville Joint Unified School District**ATTACHMENT A****CONTRACTOR CERTIFICATION FORM****CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**

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

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

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

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

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

Name(s) of employee(s):

ROBERT FINDLEY
TALON FINDLEY

Name(s) of employee(s):

RICH NORTH # 608-30-1160
ZACHARIE JOHN

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

Dated: 11/10/2015FINDLEY IRON WORKS (Company)

(Authorized Signature)

(Print Name)

(Title)

OWNER - sole proprietor**(Complete only if pertinent)**



Marysville Joint Unified School District

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

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

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

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

Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section Revised 09-22-2015

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

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

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

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



Marysville Joint Unified School District

ATTACHMENT C

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

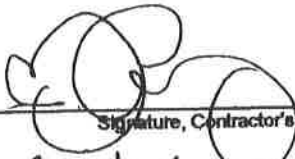
Labor Code section 3700 in relevant part provides:

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

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

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

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



Signature, Contractor's Authorized Representative
Robert F. DUBBY

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

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

(Remainder of page left blank intentionally)

869



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: 869 Olmehurst Fence, gate between the Marysville Joint Unified School District ("District" or "Owner") and Findley Iron Works ("Contractor" or "Bidder").

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

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

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

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

☒ Pursuant to Education Code Section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the work site, that will limit contact between Contractor's employees and District pupils at all times; and/or limit work to after school hours & week end when no pupils are around.

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

Name: Robbert Fowler

Title: OWNER

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

☒ Surveillance of employees of the Contractor by school personnel.

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

Supervisor's Name: Robert Findley

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

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

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

☐ Other, describe:

Signature: CJ

Title: DIRECTOR
Director

Date: 11/23/2015

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

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

(Remainder of page left blank intentionally)



8169

Marysville Joint Unified School District**ATTACHMENT E****PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: 8169 - Olivehurst Fence, Gate and Hardware
between Marysville Joint Unified School District (the "District" or the "Owner") and
Findley Iron Works (the "Contractor" or the "Bidder").

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

Date:

11/10/2015

Proper Name of Contractor:

ROBERT FINDLEY - FINDLEY IRON WORKS

Signature:

Print Name:

Robert Findley

Title:

OWNER - SARA FREDERICK**(Remainder of page left blank intentionally)**

8169
Registration Payment Success

Your registration, submitted on and payment has been successfully processed. Please allow up to 24 hours for the changes to take affect. If paying by ACHEFT, please allow up to 10 days for processing. Renewing contractor records will be updated within 24 hours of receiving successful payment transaction.

2016

Registration Number: 1000011903

Contractor Legal Name: FINDLEY IRON WORKS

Contractor Legal Entity: Sole Proprietor

Payment Amount: \$300.00

Payment Method: VISA

Payment Confirmation Number: S8YBGJ5T7PPC1

300
DIR

8169



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

SEE ATTACHED
check
panel 300
6/24/2015



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 2015		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name:		
Vendor/Payee's name Robert Finley			Vendor/Payee's SCS no. 36-455 8738		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 150 Mountain Hill Rd			Sec. id security number California corp. no. FEIN		
City Newcastle			State CA		Vendor/Payee's daytime telephone no. (916) 663-1807
ZIP Code 95658					

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee.

- ☒ **Individuals -- Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.
- ☐ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.
- ☐ **Partnerships:**
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- ☐ **Limited Liability Companies (LLC):**
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- ☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- ☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Irrevocable Trusts:**
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- ☐ **Estates -- Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below

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

Vendor/Payee's name and title (type or print)

Vendor/Payee's signature

Date

8669



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ROBERT FINOLAN	
2. Business name/disregarded entity name, if different from above EMPIRE IRON WORKS	
3. Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (LLC=C corporation, S=S corporation, P=partnership): _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ <small>Applies to certain nonresident aliens (see instructions)</small>	
5. Address (number, street, and apt. or suite no.) 150 MANDARIN DR. E	Requester's name and address (optional): _____
6. City, state, and ZIP code NEWCASTLE CO 98658	
7. List account number(s) here (optional): _____	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
530-40-8908	
or	
Employer identification number	
36-4556738	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ 11/10/2015

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

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

- Form 1096 (home mortgage interest), 1096-E (student loan interest), 1096-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

8/69



Marysville Joint Unified School District

ATTACHMENT J

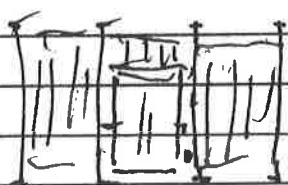
SCOPE OF WORK

INSERT OR ATTACH HERE

(inserted scope or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000):

see attached.

FRAB + install



8' 6"

ornamental
enclosure w/ door

Perimeter coat Black

9' 5" →

Bars 1 1/2"

Bars 3/4" x 4"

Bars 1/2"

Latest lock for padlock

grease fit hinges

mount to floor + ceiling



80"

Door

34"

see attached

structural
misc metals
ornamental



Findley Iron Works



lic #530311
lic # 813868

SBE # 1193520

150 Mandarin Hill Road, Newcastle, Ca. 95658

FEDERAL EMP # 36-4558738

(916) phone: 663-1887

fax: 663-1597

see website: FindleyIronWorks.com

Bid Job	Olivehurst ES Fence		1778 McGowan Parkway, 95961
Bid date	September 28, 2015	California Small Business # 1193520	JOB NUMBER :
	estimator	Robert Findley	ironshademan2@sundancenet.com

Cythia Jensen
cjensen@mjustd.com

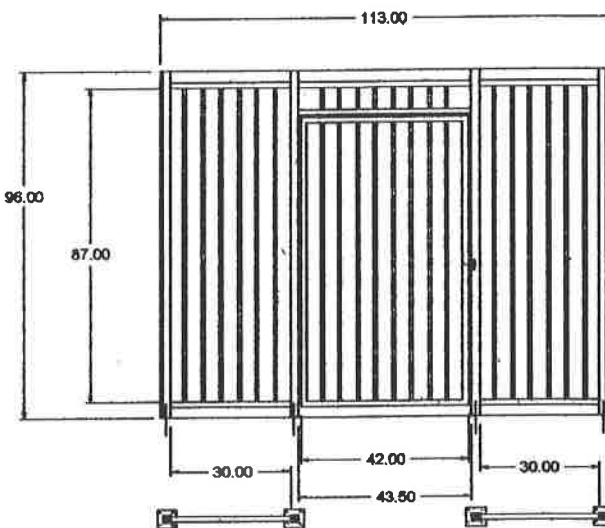

jimmie Eggers 530-741-6191

phone
fax

530-749-6151

specification section	30 years exp. Lic, C-51, B	addendums noted:
structural steel		domestic material (melted USA)
misc.		foreign material
xx ornamental	xx	prevailing rate
charpy requirement		regular wages

waivers of subrogation, per occurrence additions to liability, separate endorsements, or additional certificates of insured are extra 3.5 % to be added to quote
also...lloyds of london will not allow revisions of wording to my liability policy which is paid yearly in advance, and is 20 years with no claims whatsoever
invoices to GC to be paid within 30 days of invoice...with retention paid @ completion my portion of work.
DUE TO INCREASING AND FLUCTUATING PRICES OF STEEL, GAS, & SHIPPING --QUOTE IS SUBJECT TO INCREASE EVERY 30 DAYS

shipping weight	quantity #	bid items description	unit price	method of delivery
		Quote		
	1	Panel approx 113" x 96" with powder black	\$ 2,985.00	installed
		1 gate 42" x 84"		
		1 latch lock for paddlock		
				
				
		LATCH LOCK		
		MATERIAL CLEANING METHOD REQUIRED		Tool SP-3

shop drawings: allow 1-2 weeks from receipt of plans

sawcutting pavement, bobcat, auger

travel, shipping, misc. trips, GAS

WPS's, add insured, office, misc.fees, drafting

Terms:

powdercoat black

\$ 650.00

\$ 1,125.00

A.

B.

please note these are custom panels and need to be powdercoated locally
powdercoating takes approx 2-3 weeks

Final Bid Total

\$

4,760.00

55



MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | CONSTRUCTION INSPECTION

REDDING OFFICE
530-246-9499 ph

SACRAMENTO OFFICE
916-927-7000 ph

Denise DeVaughn
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

November 6, 2015

Proposal for Special Inspections and Testing
LINDHURST HIGH SCHOOL HVAC REPLACEMENT PROJECT
Olivehurst, California 95961
DSA File No.: 58-H1
DSA Application No.: 02-114567
MPE No. 15-0365

As requested, our firm will provide special inspection and testing services during the Lindhurst High School HVAC Replacement project in Olivehurst, California. The purposes of our work will be to provide on-call materials special inspections and testing as required by the project plans and as directed by your representatives. Results of our work would be summarized in daily field reports following completion of the work.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. In preparing this cost estimate we reviewed the project plans. Our estimated fees for this project are \$22,398.

Billing for our work will be on a time and materials expense basis using the attached schedule of fees. Please be aware that the construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services. *We will bill only for work actually performed on your project*

It is emphasized that our representative will not act as supervisor of construction, nor will we direct construction operations. The contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety will be the sole responsibility of the contractors.

If this proposal is acceptable, please issue the appropriate authorization documents for us to proceed with the work.

Thank you for the opportunity to prepare this proposal. Please contact our office with any questions.

Mid Pacific Engineering, Inc.

Ken Fritz
VP Construction Services

Attachments: Budget Estimate
Schedule of Fees

MID PACIFIC ENGINEERING, INC

BUDGET ESTIMATE

Project Name: Lindhurst HS HVAC Replacement

Proposal #: 15-0366

Prepared by: KF

Date: 11-5-15

Fee Schedule: 2014 DSA Prevailing Wage

DSA File #: 58-H1

DSA Application #: 02-114567

Earthwork, Materials Testing and Inspection Services

Earthwork Grading Inspection and Testing	Tech	Days	Hours	Quantity	Rate	Unit	Total
Demolition	1			0		hr.	\$ -
Bldg. Pad(s) Preparation	1			0		hr.	\$ -
Foundation and Ground Improvements Inspection	Tech	Days	Hours	Quantity	Rate	Unit	Total
Foundation Inspection	1			0		hr.	\$ -
Drilled Pier Inspection	1			0		hr.	\$ -
Driven Pile Inspection	1			0		hr.	\$ -
Underground Utility Testing and Inspection	Tech	Days	Hours	Quantity	Rate	Unit	Total
Sewer Trench Backfill	1			0		hr.	\$ -
Storm Drain Trench Backfill	1	2	4	8	\$ 90.00	hr.	\$ 720.00
Water Trench Backfill	1			0		hr.	\$ -
Dry Utility Trench Backfill	1			0		hr.	\$ -
Street/Roadway Testing and Inspection	Tech	Days	Hours	Quantity	Rate	Unit	Total
Street/Roadway Subgrade Preparation	1			0		hr.	\$ -
Chemical Treatment Testing and Inspection	1			0		hr.	\$ -
AB Placement Testing and Inspection	1			0		hr.	\$ -
AC Placement Observation	1			0		hr.	\$ -
Parking Lot	Tech	Days	Hours	Quantity	Rate	Unit	Total
Subgrade Preparation	1			0		hr.	\$ -
AB Placement Testing and Inspection	1			0		hr.	\$ -
Chemical Treatment Testing and Inspection	1			0		hr.	\$ -
AC Placement Observation	1			0		hr.	\$ -
Concrete Flatwork	Tech	Days	Hours	Quantity	Rate	Unit	Total
Subgrade Preparation Testing and Inspection	1	3	4	12	\$ 90.00	hr.	\$ 1,080.00
AB Placement Testing and Inspection	1	3	4	12	\$ 90.00	hr.	\$ 1,080.00

57

AS OF
11/6/2015

Laboratory Soil Testing		Quantity	Rate	Unit	Total
ASTM 1557A		1	\$ 225.00	ea.	\$ 225.00
ASTM 1557C		1	\$ 225.00	ea.	\$ 225.00
R-Value		0		ea.	\$ -
Gradation Soil/Aggregate		0		ea.	\$ -
P.I.		0		ea.	\$ -
E.I.		0		ea.	\$ -
Laboratory Soil Moisture Test		0		ea.	\$ -

Concrete Testing and Inspection		Tech	Days	Hours	Quantity	Rate	Unit	Total
Concrete Mix Design					0		ea.	\$ -
Field Observation, Batch Plant Observation								
Batch Plant Inspection		1			0	\$ 90.00	hr.	\$ -
Casting of Concrete Specimens	ASTM C192	1	7	5	35	\$ 90.00	hr.	\$ 3,150.00
Concrete Cylinder Transport	ASTM C192	1	7	3	21		hr.	\$ -
Compression Tests								
Concrete	ASTM C39				35	\$ 30.00	cyl.	\$ 1,050.00
Concrete Sample Hold					0		cyl.	\$ -
Concrete core with trimming	ASTM C39/C42				0		cyl.	\$ -
Concrete cores	ASTM C39/C42				0		cyl.	\$ -
High Strength Grout cubes	ASTM 109				0		cube	\$ -
Flexural Strength	ASTM C78/C293				0		beam	\$ -
Unit Weight of Hardened Concrete	ASTM C567/C495				0		ea.	\$ -
Splitting Tensile Strength	ASTM C496				0		ea.	\$ -
Drying Shrinkage Test (set of 3)	ASTM C157				0		ea.	\$ -
Rebar Locating (includes Pachometer)		1			0		hr.	\$ -
Concrete Rebound Number	ASTM C805	1			0		hr.	\$ -
Windsor Probe Testing	ASTM C803	1			0		hr.	\$ -
Test Shot					0		shot	\$ -
Floor Slab Moisture Emission Test	ASTM F1869	1			0		hr.	\$ -
Calcium Chloride Test Kit					0		kit	\$ -

Structural Steel Testing and Inspection		Tech	Days	Hours	Quantity	Rate	Unit	Total
High Strength Bolt Observation and Testing		1			0		hr.	\$ -
Shop Welding Inspection		1			0		hr.	\$ -
Field Welding Inspection		1			0		hr.	\$ -
High Strength Bolt Hardness Testing	ASTM E18				0		ea.	\$ -
Bolt Tensile Strength Testing	ASTM F606				0		ea.	\$ -
Structural Steel Tensile Test	ASTM A370				0		ea.	\$ -
Machining of Test Specimens						20%	cost	\$ -
Field Sampling and Tagging Steel		1			0		hr.	\$ -
Fireproofing Observation and Testing		1			0		hr.	\$ -
Fireproofing Unit Weight	ASTM E605				0		ea.	\$ -

Rebar, Epoxy Doweling and Expansion Anchor		Tech	Days	Hours	Quantity	Rate	Unit	Total
Rebar Placement Inspection		1			0		hr.	\$ -
Epoxy Dowel Inspection		1	4	6	24	90	hr.	\$ 2,160.00
Torque Testing Screws and Wedge Anchors		1	4	4	16	90	hr.	\$ 1,440.00
Pull Testing Dowels and Anchors		1			0		hr.	\$ -

58

AS OF
11/6/2015

Reinforcement Materials Testing			Tech	Days	Hours	Quantity	Rate	Unit	Total
Rebar Tensile Tests									
Up to #7 bar	ASTM A370							ea.	\$ -
#8 through #14 bar	ASTM A370					0		ea.	\$ -
Bend Tests	ASTM A370					0		ea.	\$ -
Machining of Specimens							20%	cost	\$ -
Field Sampling and Tagging			1			0		hr.	\$ -

Masonry Testing and Inspection			Tech	Days	Hours	Quantity	Rate	Unit	Total
Masonry Testing and Inspection			1	12	8	96	\$ 90.00	hr.	\$ 8,640.00
Compression Tests									
Grout						12	\$ 30.00	ea.	\$ 360.00
Mortar						12	\$ 30.00	ea.	\$ 360.00
Concrete Masonry Units	ASTM C140					1	\$ 60.00	ea.	\$ 60.00
Brick	ASTM C67					0		ea.	\$ -

Timber Element Inspection						Quantity	Rate	10%	Total
Glue Laminated Beam Inspection at Point of Manufacture								0	\$ -

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

Project Engineering				Days	Hours	Quantity	Rate	Unit	Total
Project Engineer						0		hr.	\$ -

Project Administration						Quantity	Rate	Unit	Total
DSA Interim Verified Reports (Estimate/Variable)								hr.	\$ -
Final Report								hr.	\$ -
Dept. of Industrial Relations Wage Reporting								monthly	\$ -

Per Diem/ Subsistence			Tech			Quantity	Rate	Unit	Total
Per Diem/ Subsistence			1			0		Daily	\$ -

Vehicle Operation				Trips	Mileage	Quantity	Rate	Unit	Total
				42	80	3360	\$ 0.55	mile	\$ 1,848.00

Project Summary									
Earthwork Grading								\$	-
Foundation and Ground Improvements								\$	-
Underground Utilities								\$	720.00
Street and Roadway								\$	-
Parking Lot								\$	-
Concrete Flatwork								\$	2,160.00
Laboratory Soil Testing								\$	450.00
Concrete Testing and Inspection								\$	4,200.00
Structural Steel Testing and Inspection								\$	-
Rebar, Epoxy Doweling and Expansion Anchors								\$	3,600.00
Reinforcement Materials Testing								\$	-
Masonry Testing and Inspection								\$	9,420.00
Timber Element Inspection								\$	-

59

AS OF
11/6/2015

MID PACIFIC ENGINEERING, INC**BUDGET ESTIMATE**

Miscellaneous Materials Testing and Inspection	\$	-
Project Engineering	\$	-
Project Administration	\$	-
Per Diem Subsistence	\$	-
Vehicle Operation	\$	1,848.00
Total Project Summary		\$ 22,398.00

Estimated Project Billing Amount \$ 22,398.00

AS OF
11/6/2015

MID PACIFIC ENGINEERING, INC.
2014 Prevailing Wage Schedule of Fees – Sacramento Office

LABOR

	Rate per Hour
Field Testing and Inspection Technician	\$90
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$100
Senior Field Testing and Inspection Technician (Non Destructive Testing)	\$110
Managing Technician	\$110
Laboratory Technician	\$55
Draftsperson	\$65
Staff Engineer/Geologist	\$95
Project Engineer/Geologist	\$120
Senior Engineer/Geologist	\$135
Principal Engineer	\$150

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively

LABORATORY TESTING

Soil and Aggregate	Rate per Test
Aggregate Unit Weight	\$55
Aggregate Crushed Particles	\$100
Atterberg Limits	\$150
Compaction Curve	\$225
Consolidation Test	\$550
Corrosion Testing	\$150
Direct Shear Test	\$145
Durability	\$170
Expansion Index	\$170
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$220
Grain Size Analysis - Fine or Coarse Sieve	\$100
Grain Size Analysis - Soils Finer than No. 200	\$100
Grain Size Analysis - Hydrometer	\$160
Moisture Content	\$30
Permeability	\$275
Resistance Value - Untreated	\$300
Resistance Value - Treated with Lime or Cement	\$360
Sand Equivalent	\$140
Specific Gravity	\$120
Triaxial Shear - Undisturbed	\$360
Triaxial Shear - Remolded	\$440
Unconfined Compression Test	\$110
Unit Weight and Moisture Content - Undisturbed Sample	\$35
Unit Weight and Moisture Content - Loose Sample	\$60
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$30
Compression Testing - Grout, Mortar or CLSM	\$40
Compression Testing - Masonry Unit or Brick	\$50
Compression Testing - Masonry Prism	\$175
Compression Testing - Concrete Core Including Trimming	\$50
Compression Testing - Shotcrete Core	\$55
Compression Testing - Hold Sample	\$20
Length Change of Hardened Concrete	\$1000
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$495
Unit Weight of Hardened Concrete	\$55
Reinforcing and Structural Steel	
Anchor Bolt Tensile Strength	\$80
Fire Proofing Unit Weight	\$55
Rebar Tensile and Bend 1 - 7 bar	\$115
Rebar Tensile and Bend 8 - 14 bar	\$165
Structural Bolt Set Tensile and Hardness	\$300
MISCELLANEOUS	
Mileage	\$0.70/mile
Per Diem	\$125/day
Outside Services	Cost +20%
Final Report of Inspection	\$300
Verified Laboratory Reports	\$525



Project Manual



Lindhurst High School – HVAC Replacement – Increment 1

Marysville Joint Unified School District
City, California

RGA Job Number 15-1211

MJUSD Program # 8155

September 23, 2015

APPROVED: 
ACCEPTED: 
SCHOOL DISTRICT
CONTRACTOR

**OWNER'S
COPY**

62

PART 1 - GENERAL

1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED SECTIONS AND DOCUMENTS

- A. Section 01300, Submittals.
- B. Section 01700, Contract Closeout.
- C. Division 15, Mechanical Work - Testing, adjusting, and balancing of systems.
- D. Individual Specification Sections: Inspections and tests required, and standards for testing.

1.03 REFERENCES

- A. California Code of Regulations (CCR), Title 24, Part 1.
- B. Title 24, Part 2, CCR, California Building Code, current edition.

1.04 SELECTION AND PAYMENT

- A. Testing laboratory shall be approved by both the Architect and the Division of the State Architect.
- B. Owner will employ and pay for services of an independent testing laboratory to perform specified inspection and testing. Retesting costs for failed tests will be the Contractors responsibility and will be back-charged against the contract.
- C. Under provisions for Relocatable Building construction, Owner limits his exposure to in-plant inspection and testing costs. Refer to other Specification Sections related to such specific construction.
- D. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.05 LABORATORY REPORTS

- A. After each inspection and test, promptly submit two copies of laboratory report to Owner, Architect, Contractor and DSA.
- B. Include:
 - 1. Date of issue,
 - 2. DSA Application and File numbers,
 - 3. Project title and number,
 - 4. Name of inspector,
 - 5. Date and time of sampling or inspection,
 - 6. Identification of product and Specification Section,

TESTING LABORATORY SERVICES
Section 01400
15-1211

7. Location in the Project,
8. Type of inspection or test,
9. Date of test,
10. Results of test,
11. Conformance with Contract Documents.

- C. When requested by Architect, provide interpretation of test results.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the work.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs. Allow reasonable time for review and testing.
- B. Arrange for, and coordinate with, laboratory for all required testing and inspection. The Inspector **will not** be responsible for scheduling or arranging for testing and inspection services.
- C. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.
- D. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at the source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- E. Notify Architect, Inspector, Structural Engineer (when applicable) and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION



DSA-103 rev 12/20/13

Statement of Structural Tests & Special Inspections - 2013 CBC

INCREMENT #	58-H1
1	02-114567
Date Submitted:	9/2/2015
Revised:	9/21/2015

School Name	Lindhurst High School Modernization	District	Marysville Joint Unified School District
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IMPORTANT: This form is only a summary list of structural tests and special inspections required for the project. The actual tests and inspections must be performed as detailed on the DSA approved documents. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.

NOTE: This form is also available for projects submitted for review under the 2007 and 2010 CBC.

INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. An "X" before a listed test or inspection indicates it is a mandatory requirement. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. **Note:** A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests finally selected. For more information on use of this form, see DSA-103.INSTR.

Note: References are to the 2013 edition of the California Building Code (CBC) unless otherwise noted.

REQUIRED		TEST OR SPECIAL INSPECTION		TYPE 1		PERFORMED BY 2		CODE REFERENCE AND NOTES	
-	SOILS								
	1. GENERAL:	Table 1705A.6							
	a. Verify that:								
	• site has been prepared properly prior to placement of controlled fill and/or excavations for foundations,								
X	• foundation excavations are extended to proper depth and have reached proper material, and		Periodic		GE*				* By geotechnical engineer or his or her qualified representative.
	• materials below footings are adequate to achieve the design bearing capacity.								
-	2. COMPACTED FILLS:	Table 1705A.6							
X	b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.		Continuous		GE*				* By geotechnical engineer or his or her qualified representative.
X	c. Test compaction of fill.		Test		Lab*				* Under the supervision of the geotechnical engineer.
-	5. RETAINING WALLS:								
	a. Placement of soil reinforcement, drainage devices, and backfill.		Continuous		GE*				* Placement, compaction and inspection of backfill per Section 1705A.6.1 for fills supporting foundations (see Section 2 above).
	c. Concrete retaining walls.		Provide tests and inspections per CONCRETE section below.						
-	CONCRETE	Table 1705A.3							
-	7. CAST IN PLACE CONCRETE								
	Material Verification and Testing:								
X	a. Verify use of required design mix.		Periodic		SI & PI*				* To be performed by batch-plant special inspector and project inspector.
X	c. Perform slump, temperature, and (where required) air content tests.		Test		Lab				ASTM C172, ASTM C31.
X	d. Test concrete (compression).		Test		Lab				ACI 318 Section 5.6 and 1905A.1.2 (1913.3.1). ASTM C39.
	Inspection:								

DSA-103

(rev 12-20-13)

+ In the CODE REFERENCE AND NOTES column, it indicates DSA-SS/CC sections that may be used by community colleges, per 2013 CBC Sec. 1.9.2.2.



DSA-103 rev 12/20/13

Statement of Structural Tests & Special Inspections - 2013 CBC

INCREMENT # 1 DSA File No.: 58-H1
 Application No.: 02-114567
 Date Submitted: 9/2/2015 Revised: 9/21/2015
 Revised:

<input checked="" type="checkbox"/>	f. Batch plant inspection - design complies with 1705A.3.3 item 2	Periodic	SI	1705A.3.3, Item 2. Requires first batch inspection, weighmaster, and batch tickets.
<input checked="" type="checkbox"/>	g. Inspect placement of formwork, reinforcing steel, embedded items and concrete. Inspect curing and form removal.	Continuous	PI*	* May be performed by a special inspector when specifically approved by DSA.

11. POST-INSTALLED ANCHORS:

<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	Continuous	SI	Table 1705A.3 * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	Lab	1913A.7 (1913.2.11').

MASONRY

13. STRUCTURAL MASONRY:

Material Verification and testing:

<input checked="" type="checkbox"/>	b. Test masonry units, mortar and grout (unit strength method).	Test	Lab	1708A.1.4 and 2105A.2.2.1 (or 1708A.1.4, 2105.2.2.1* and 2114.9.1*). ASTM C140, C1586 & C1019.
<input checked="" type="checkbox"/>	d. Verify proportions of site-prepared, premixed or preblended mortar and grout.	Periodic	SI	ASTM C780.
<input checked="" type="checkbox"/>	e. Test core-drilled samples.	Test	Lab	2105A.5 (2114.9.3').

Inspection:

<input checked="" type="checkbox"/>	g. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	
<input checked="" type="checkbox"/>	h. Verify specified size, grade, and type of reinforcement.	Periodic	SI	
<input checked="" type="checkbox"/>	j. Inspect placement of reinforcement, connectors, masonry units and construction of mortar joints.	Periodic	SI	
<input checked="" type="checkbox"/>	k. Verify protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90°).	Periodic	SI	2104A.3 and 2104A.4 (2104.3* and 2104.4*).
<input checked="" type="checkbox"/>	l. Inspect type, size, and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	
<input checked="" type="checkbox"/>	m. Inspect grout space prior to grouting and placement of grout.	Continuous	SI	

Table 1705A.2.1

STEEL

WOOD

OTHER

- 1 Soils testing and inspection: Geotechnical Verified Report - Form DSA-293
- 2 All Structural Testing: Laboratory Verified Report - Form DSA-291
- 3 Concrete Batch Plant Inspection: Special Inspection Verified Report - Form DSA-292
- 4 Masonry Inspection: Special Inspection Verified Report - Form DSA-292

KEY to Columns

DSA-103
(rev 12-20-13)

+ In the CODE REFERENCE AND NOTES column, it indicates DSA-SS/CC sections that may be used by community colleges, per 2013 CBC Sec. 1.9.2.2.

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DSA-103 rev 12/20/13

Statement of Structural Tests & Special Inspections - 2013 CBC

INCREMENT # 1 DSA File No.: 58-H1
Application No.: 02-114567
Date Submitted: 9/2/2015 Revised: 9/21/2015

1	Type -	2	Performed By -
	Continuous - Indicates that a continuous special inspection is required	GE	Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative
	Periodic - Indicates that a periodic special inspection is required	Lab	Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See section 4-335, 2013 CBC Title 24, Part 1.
	Test - Indicates that a test is required	PI	Indicates that the special inspection is to be performed by the project inspector
		SI	Indicates that the special inspection is to be performed by a special inspector

Jeffrey Grau, AIA

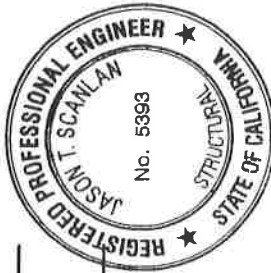
Name of Architect or Engineer in general responsible charge

Jason T. Scanlan, SE

Name of Structural Engineer (When structural design has been delegated)

[Signature]
Signature of Architect or Structural Engineer

9/21/15
date



IDENTIFICATION STAMP
DIV OF THE STATE ARCHITECT
APP. # 02-114567
AC N/A F/L/S N/A SS SI
DATE 9/23/16

COMPILE

PRINT



PERSONNEL DEPARTMENT

Approval leDate: 11/15Mailing Address: 4525 Auburn Blvd
Sacramento, CA 95841
Phone: (916) 481-7615
Fax: (916) 483-7635

RENTAL AGREEMENT

For General Terms & Conditions see reverse side

CUSTOMER INFORMATION

Company: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
Address: 1919 B STREET MARYSVILLE, CA 95901
Phone: 530-749-6130
E-Mail: KCARTWRIGHT@MJUSD.K12.CA.US
Contact: KATHY CARTWRIGHT

EQUIPMENT LOCATION (if different from Customer Information)

Address: JOHNSON PARK ELEMENTARY
Phone: 4364 LEVER AVE MARYSVILLE, CA 95961
E-Mail: 530-741-5133
Contact: SARAH O'BRIEN (PRINCIPLE) 530-741-6133 x4804

RENTAL TERMS

Agreement Type: ☒ Annual ☐ Month to Month ☐ Short Term Start Date: _____ End Date: _____

Description of Equipment Rented:

55ppm SCANNING, PRINTING, STAPLE FINISHER
Note: Special consideration for MJUSD: Payment Terms Net 30 days, rental agreement includes staples, to receive the discounted pricing this agreement requires at minimum a 12-month commitment and lastly, this agreement will invoice quarterly.Base Monthly Fee: 166.66
Copies / Prints Included in Base Fee: 10,000
Overage Rate: 0.0045
Delivery/Pickup Fee: N/A

(Amounts Above Exclude Applicable Sales Tax)

SERVICE LANGUAGE AGREEMENT

PPM: The Principal Period of Maintenance (PPM) and The Network Operating Center (NOC) is 8:00am - 5:00pm Monday - Friday. (Excluding Holidays)

SERVICE RESPONSE: Times are an average of 2-4 hours for standard service within the PPM and within the defined Service Area.

TRAVEL: Travel is included at no cost to the CLIENT for standard service.

SUPPLIES & PARTS: Supplies & parts, excluding paper & staples, are included in this rental at no cost. SMILE reserves the right to use compatible or used supplies or parts in the fulfillment of this agreement.

MAINTENANCE: SMILE will meet or exceed the factory specifications of your rental during the course of this Agreement. ~~SMILE reserves the right to charge the CLIENT for supply usage in excess of the manufacturer's specified yield for the number of copies or images run by CLIENT.~~CANCELLATION: ~~SMILE or CLIENT may cancel & arrange pickup of equipment by giving 30 days written notice.~~ 12-month commitment. Fax requests may be sent to (916) 483-7695.

CONNECTIVITY: Any issues with regard to the CLIENT's computer network with respect to printing, copying, scanning or faxing to and from the equipment above is included. If CLIENT requests network operating system or desktop computer system service CLIENT will be charged SMILE's current rate and a separate Statement of Work will be required.

EXCLUSIONS: Maintenance & warranty service provided by SMILE under any type of service agreement does not include any of the following:

1. Repair of damage or increase in service time due caused by (a) Failure of the CLIENT to provide a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual. (b) Failure to provide appropriate electrical power, air conditioning, or humidity control, or Improper moving or relocation of covered Equipment.
2. Repair of damage or increase in service caused by: accident (including but not limited to power surges (unless machine has a SMILE approved power filter installed), abuse, misuse, moving, etc. (a) Disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed & unauthorized modifications or repair by persons other than authorized SMILE representatives.
3. Painting or refinishing the covered Equipment, inspecting altered equipment, performing services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
4. Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies, toner brands not approved by SMILE, or copy paper not in compliance with manufacturer's specification.

METER READINGS: Where required to insure accurate invoicing, meter readings shall be provided by CLIENT at the request of SMILE, or CLIENT shall agree to have remote meter gathering software installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter & bill CLIENT accordingly, ~~or to dispatch a technician to CLIENT location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the CLIENT's location to retrieve a meter reading, CLIENT agrees to pay SMILE a \$60 meter retrieval fee per machine.~~ CLIENT also agrees to pay for overage charges (if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes. Smile will contact Kathy Cartwright to obtain missing meters.

POWER FILTER: A power filter is provided as part of this rental agreement; this power filter will remain the sole & exclusive property of SMILE. CLIENT agrees that the power filter will remain on the equipment at CLIENT's facility. If a power or data line related incident causes irreparable damage to CLIENT's equipment while a SMILE power filter is in use, CLIENT will receive a replacement machine of like features at no charge. The specific terms & conditions for a replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, CLIENT agrees to pay a replacement fee of \$150.00.

ENTIRE AGREEMENT: This is the entire agreement between the CLIENT & SMILE with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the CLIENT in respect to SMILE service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by and authorized Smile Business Products, Inc. (SMILE) official are considered valid. By signing this agreement, the CLIENT agrees to make rental payments to SMILE in the amount agreed upon and indicated in this document. The CLIENT shall pay the final rental charges 10 days of the pickup of the rented equipment. CLIENT has also read, and agrees with, the Terms & Conditions included.

Customer Signature

Ryan DiGiulio

Date: 12/8/2015

Assistant Superintendent Business Services

Sales Rep Signature

Date: 11/12/2015

IVAN DIETZ - GOVT ACCT MGR

Smile Official Signature

Date: 11-12-15

GORDON NAKAGAWA - VP OF SERVICE

General Terms & Conditions

1) **APPLICABILITY:** These general terms & conditions (these "Terms") are the only terms which govern the sale of goods & the provision of services by Smile Business Products, Inc. ("Smile") to you ("Client"), except that if there is a written contract signed by Smile & Client with respect to the sale of goods or provision of services to Client, the terms & conditions of that contract shall prevail to the extent they are inconsistent with or in addition to these Terms. Smile offers the following types of managed service agreements: (a) Equipment Maintenance Agreement, (b) Rental Agreement, (c) Managed Printer Services Agreement, (d) Managed Network Services Agreement, (e) Document Management Agreement, (f) Managed Communications Agreement, & (g) Web Services Agreement. Smile refers to these agreements collectively as "Service Level Agreements." Smile also provides Clients with the opportunity to obtain Goods (as defined below) pursuant to the terms of a Smile rental agreement or a Smile lease agreement (collectively, "Rental/Sales Agreements"). Rental/Sales Agreements together with the Service Level Agreements are each individually referred to in these Terms as a "Smile Agreement" and, collectively, as "Smile Agreements."

2) **SALE OF GOODS:** Upon the execution of a financing agreement or receipt of payment, Smile shall deliver to Client, & Client shall accept, those tangible goods (a) Identified on the sales, rental or lease document acknowledged in writing by Client or (b) ordered by Client on Smile's website at www.smilebpt.com (the "Website") using Client's unique username & password (collectively, "Goods"). Smile reserves the right to repossess Goods in the event that Client does not comply with the payment terms specified. ALL SALES ARE FINAL &, OTHER THAN CONSUMABLE SUPPLIES, NO GOODS ARE RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY BOTH CLIENT & SMILE. Client agrees not to sell, assign or dispose of any Goods purchased from Smile until payment in full has been made to Smile. With the consent of Smile (which consent Smile may grant or withhold, in its sole discretion), Goods currently stocked by Smile, unused & in their original packaging may be returned & are subject to a restocking fee equal to 25% of the sales price.

3) **ACCEPTANCE OF TERMS & CONDITIONS:** If Client has entered into a Smile Agreement with Smile, Client agrees that payment by Client of the initial invoice shall be deemed to be acceptance by Client of the Terms & Conditions on the reverse side of such invoice. Smile reserves the right to change these Terms from time to time in its sole discretion & Client agrees that the publishing of these Terms, as amended or modified from time to time, on the back of every invoice constitutes adequate notice to Client of any amendment or modification of these Terms. The Terms & conditions of a Service Level Agreement that is renewed may be different from the terms & conditions applicable to the previous Service Level Agreement.

4) **LIMITED WARRANTY:** For new Goods purchased from Smile where an Equipment Maintenance Agreement is not purchased at the time of sale, any repairs required within ninety (90) days of purchase will be performed under a manufacturer warranty that covers labor & materials only to diagnose and/or replace a defective part. There are no other express or implied warranties made by Smile with respect to the Goods. Client agrees & acknowledges that if any model or sample Goods were shown to Client, the models or samples were used merely to illustrate the general type & quality of the Goods & Client was informed that its Goods would not necessarily conform to the models or samples.

EXCEPT AS PROVIDED ABOVE IN THIS SECTION 4, SMILE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5) **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SMILE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY SMILE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, & NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SMILE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY SMILE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL OF THE AMOUNTS PAID TO SMILE FOR THE GOODS HEREUNDER.

6) **LATE CHARGES:** Client agrees to pay invoices and/or non-refundable monthly maintenance fees for Goods & services within the time periods stated on the invoice included with a signed sales proposal, a signed sales order, an online purchase made through the Website and/or a signed Service Level Agreement. In the event Client fails to make any payment when due, Client agrees to pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily & compounded monthly. Client understands that Smile has the right to withhold services if Client fails to make the payments when due in accordance with any Service Level Agreement. A fee of \$25 shall be charged for each returned check or declined credit card charge.

7) **NO ASSIGNMENT:** Neither these Terms nor any Smile Agreement may be assigned by Client without prior written approval by Smile, which approval may be withheld in Smile's discretion. Any attempted assignment by Client in violation of this provision shall be void. Smile reserves the right to delegate its duties under these Terms & any Smile Agreement to one or more independent contractors. Smile further reserves the right to assign these Terms & any Smile Agreement with Client to a third party selected by Smile without the prior consent of Client.

8) **GOVERNING LAW; JURISDICTION; VENUE:** These Terms & each Smile Agreement shall be governed by & construed in accordance with the laws of the State of California, other than its conflict of law rules. Client irrevocably consents to the jurisdiction & venue of the state & federal courts located in Sacramento, California in connection with any action relating to or arising out of these Terms or any Smile Agreement.

9) **ATTORNEYS' FEES.** The prevailing party in any dispute arising regarding any obligation under this Agreement, or any resulting transaction, shall be entitled to recover all reasonable attorneys' fees, expert witness fees, costs & other reasonable expenses incurred in the preparation & arbitration or other litigation of the dispute, as well as in any proceeding to enforce this arbitration provision or any resulting award, or any appeal from any judgment thereon.

10) **ARBITRATION:** Except as provided below, Client agrees that any dispute or claim in law or equity regarding any obligation under these Terms or any Smile Agreement, or any related agreement or resulting transaction (including any cross complaint), shall be decided by neutral, binding arbitration. To the maximum extent permitted by law, Smile and Client waive any rights they may have to trial by jury in regard to claims covered by this section. The arbitrator shall be a retired judge or justice, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Arbitration fees shall be divided equally among the parties involved. The arbitration will take place in Sacramento, California. Any arbitration award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, the provisions of this Section 10 shall not prevent Smile from (i) exercising its right to repossess Goods upon a payment default by Client, (ii) ceasing to provide services to Client under any Service Level Agreement upon a payment default by Client, (iii) filing a complaint against Client upon any payment default by Client or (iv) seeking injunctive relief for any breach or alleged breach by Client of the confidentiality provisions of any Smile Agreement executed by Client.

11) **NOTICES:** All notices, request, consents, claims, demands, waivers & other communications hereunder or under any Smile Agreement (each, a "Notice") shall be in writing & addressed to the parties at the addresses set forth on the face of the sales confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt of the receiving party, & (b) if the party giving the Notice has complied with the requirements of this Section 11.

12) **RELATIONSHIP OF PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in these Terms or any Smile Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, & neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13) **FORCE MAJEURE:** Smile shall not be liable or responsible to Client, nor be deemed to have defaulted or breached these Terms or any Smile Agreement, for any failure or delay in fulfilling or performing any term of these Terms or any Smile Agreement when & to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Smile.

14) **SEVERABILITY:** If any term or provision of these Terms or any Smile Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or any Smile Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15) **ENTIRE AGREEMENT:** These Terms, together with the terms of any Smile Agreement executed by Smile & Client, constitute the entire agreement between Smile & Client with respect to the subject matter hereof & of any Smile Agreement & supersede all prior agreements & understandings, whether written or oral, with respect to the subject matter of these Terms or any Smile Agreement. Client agrees that it has not relied on any representation, warranty, or provision not explicitly stated in these Terms or any Smile Agreement executed by Smile & Client. These Terms together with the terms of any Smile Agreement executed by Smile & Client shall prevail notwithstanding any additional or different terms & conditions of any purchase order or other document submitted by Client in respect to the Goods or services to be provided hereunder or under any Smile Agreement. In the event of any conflict between these Terms and one or more provisions of any Smile Agreement, the provision or provisions in the Smile Agreement shall prevail.

16) **AMENDMENT & MODIFICATION:** Except as provided in Section 3 above, these Terms & the terms of any Smile Agreement may only be amended, modified or supplemented by an agreement in writing signed by Client & Smile. No waiver by any party of any of the provisions hereof or in any Smile Agreement shall be effective unless explicitly set forth in writing & signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, & whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms or any Smile Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any Smile Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17) **SURVIVAL:** All of the provisions of these Terms shall remain in full force & effect after any termination of these Terms or any Smile Agreement.

69