

Includes Purchase Orders dated 11/01/2015 - 11/30/2015

Board Meeting Date December 8, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P16-01829	TROXELL COMMUNICATIONS INC	MIS Chromebook Cart	01-4410-0004	1,424.38
P16-01839	SIGMAnet	MIS Dell Chromebooks	01-4300-0003	8,464.57
Total Location				9,888.95
Location Accounting/Payroll (103)				
P16-01727	VERIZON WIRELESS	15-16 DISTRICT PHONE SERVICE-CELL PHONE	01-5940-0000	21,000.00

Location Arboga Elementary (01)				
P16-01720	AMAZON.COM	Incentives/PRESTON	01-4300-1100	55.90
P16-01775	GOVCONNECTION, INC.	ARB ELP42 Lamps	01-4300-0003	251.08
P16-01779	HeidiSongs	DVD's/LAGORIO & PHA	01-4300-3010	399.50
P16-01824	Action Rubber Stamps, Inc.	Supplies/OFFICE	01-4300-1100	37.98
P16-01905	GAMETIME INC	PLAYGROUND STRUCTURE	01-6500-0004	9,500.00
				1,500.00
				2,000.00
Total Location				13,744.46

Location Browns Valley Elementary (03)				
P16-01862	Waterford Research Institute	Waterford	01-5801-0003	1,500.00

Location Business Services (106)				
P16-01926	MARYSVILLE LEVEE COMMISSION C/O SCI CONSULTING GROUP Levee Commission 2015-2016		01-5890-0000	1,550.70

Location Cedar Lane Elementary (05)				
P16-01733	AMAZON.COM	Lefever	01-4300-0003	85.28
P16-01735	AMAZON.COM	Walters	01-4300-0003	51.15
P16-01773	DISCOVERY EDUCATION UNITED STREAMING	Discovery	01-5801-0003	2,600.00
P16-01878	NWN CORPORATION	CLE Ultra Short Throw Projectors	01-4410-0003	4,902.00
P16-01880	CDW-GOVERNMENT, INC.	CLE D105 and C105 Projector Install Items	01-4300-0003	271.44
P16-01882	CDW-GOVERNMENT, INC.	CLE P215 Projector Install Items	01-4300-0003	134.43
P16-01883	TROXELL COMMUNICATIONS INC	CLE C105 Projector Install Items	01-4300-0003	357.98
P16-01884	OFFICE DEPOT B S D	CLE D105 and C105 Projector Install Items	01-4300-0003	42.29
Total Location				8,444.57

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42)				
P16-01721	AMAZON.COM	Supplies - Dance	09-4300-9010	363.30
P16-01725	PETE'S MUSIC & ACCORDIAN CENTER	Repair	09-5641-0000	700.00
P16-01765	SACRAMENTO THEATRICAL LIGHTING	Supplies - Auditorium	09-4300-0000	686.49
P16-01766	SACRAMENTO THEATRICAL LIGHTING	Repair - Auditorium	09-5641-0000	112.74
P16-01784	TROXELL COMMUNICATIONS INC	Supplies - Drama	09-4300-9010	481.60
P16-01785	SAMUEL FRENCH	Supplies - Drama	09-4300-1100	71.85
P16-01858	B + A At Your Service	Portable Requirements	09-6229-0000	900.00
P16-01890	CALIFORNIA CHARTER SCHOOLS ASSOCIATION	CCSA Membership	09-5310-0000	1,975.00
P16-01910	GEARY PACIFIC SUPPLY	Portables	09-6229-0000	10,534.75
P16-01911	Capitol Energy Systems	Portables	09-6229-0000	9,304.65
Total Location				25,130.38
Location Child Development (51)				
P16-01726	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Child Development Office RM 105	12-4300-6105	112.84
P16-01780	WAL-MART COMMUNITY BRC	Admin. Supplies-Kathy Woods	12-4300-6105	1,000.00
P16-01844	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool-Autumn	12-4300-6105	235.91
P16-01845	HATCH COMPANY	Arboga Preschool-Autumn	12-4300-6105	173.95
P16-01846	KAPLAN SCHOOL SUPPLY	Arboga Preschool Autumn	12-4300-6105	498.33
Total Location				2,021.03
Location Community Day School (54)				
P16-01757	SIGMAnet	CDS Dell Chromebooks	01-4300-4035	13,106.44
Location Cordua Elementary (07)				
P16-01722	Trophy Depot	CORDUA LOTTERY	01-4300-1100	445.53
P16-01724	JONES SCHOOL SUPPLY CO INC	CORDUA LOTTERY	01-4300-1100	536.63
P16-01781	Rainbow Resource Center, Inc.	Cordua Lottery	01-4300-1100	87.83
Total Location				1,069.99
Location Covillaud Elementary (09)				
P16-01730	PEARSON CUSTOMER SERVICE	COV RSP	01-4300-6500	143.24
P16-01778	Today's Classroom	COV/Headphones	01-4300-0003	458.21
Total Location				601.45
Location Custodial Supervisor (206)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Custodial Supervisor (206)				
P16-01790	HILLYARD - SACRAMENTO	Hillyard	01-4320-0000	71.67
Location Dobbins Elementary (11)				
P16-01776	FITNESS FINDERS, INC	Incentive Awards	01-4300-0003	291.82
P16-01899	AMAZON.COM	Magazine Rack	01-4300-0004	159.11
		Total Location		450.93
Location Edgewater Elementary (12)				
P16-01711	GOVCONNECTION, INC.	EDG ELPLP42 Lamps	01-4300-1100	1,255.39
P16-01731	TRIARCO ARTS & CRAFTS, LLC	Barbara Hankenson	01-4300-0004	62.57
P16-01736	SPELLING CITY	Amber Baker Fifth Grade	01-5801-0003	60.00
P16-01737	OFFICE DEPOT B S D	Office	01-4300-1100	593.09
P16-01821	NWN CORPORATION	EDG Samsung Printers and Toner	01-4300-0004	4,092.36
P16-01918	CDW-GOVERNMENT, INC.	EDG Conf Rm Projector Install Items	01-4300-1100	168.15
P16-01919	GOVCONNECTION, INC.	EDG Conf Rm Projector Install Items	01-4300-1100	15.48
P16-01921	TROXELL COMMUNICATIONS INC	EDG Conf Rm Projector Install Items	01-4300-1100	160.18
P16-01923	MISSION LINEN & UNIFORM	Logo Mats	01-4300-1100	440.19
P16-01924	OFFICE DEPOT B S D	EDG Conf Rm Projector Install Items	01-4300-1100	34.54
		Total Location		6,881.95
Location Ella Elementary (13)				
P16-01889	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom / Teacher Supplies	01-4300-0003	644.17
Location Facilities (66)				
P16-01718	NATIONAL ANALYTICAL LABORATORIES, INC	8164: MHS Kitchen	14-6222-0000	810.00
P16-01788	DIVISION OF STATE ARCHITECT	8146: SLHS Portables	01-6223-0010	1,981.14
P16-01794	ARC	8155: Linda HVAC P39	01-6229-6230	155.59
P16-01796	B&B Locating, Inc.	8150: MCAA Portable	09-6171-0000	800.00
P16-01797	ALAN SAMUEL BROOKS	8155: Linda HVAC	01-6240-6230	350.00
P16-01799	PG&E	8150: MCAA Portables	09-6235-0000	2,500.00
P16-01800	APPEAL DEMOCRAT	8129: Legal Notice	01-5890-0010	2,666.48
P16-01805	APPEAL DEMOCRAT	8151: Legal Notice	14-5890-0000	2,920.16
P16-01806	APPEAL DEMOCRAT	8164: Legal Notice	14-5890-0000	2,424.88

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Facilities (66) (continued)				
P16-01855	APPEAL DEMOCRAT	8155: Legal Notice	01-5890-6230	2,920.16
P16-01874	VON GELDERN ENGINEERING CO	AGNES DEAN BUILDING	25-6172-0000	297.50
P16-01898	OFFICE OF PUBLIC SCHOOL CONSTRUCTION / DGS	8057 - Johnson Park Elementary	01-6223-6225	7,283.00
P16-01940	Optima Inspections, Inc.	8075: LHS Sidewalk Project	01-6174-0010	5,280.00
Total Location				30,388.91
Location Foothill Intermediate (35)				
P16-01857	SPORTS OFFICIALS INTERMED SCH	Sports	01-5801-0000	1,200.00
P16-01870	HP Inc. Attn: Public Sector Sales	FHS Admin Computer - Kathleen	01-4410-1100	884.43
Total Location				2,084.43
Location Grounds (65)				
P16-01708	NORTH VALLEY BARRICADE & SAFET	GROUNDS	01-4300-0000	150.00
P16-01770	ADVANCED INTEGRATED PEST MANAGEMENT	GROUNDS / SERVICES	01-5801-0000	250.00
Total Location				400.00
Location Indian Education (108)				
P16-01841	TWIN CITIES EQUIPMENT RENTAL	Cultural Projects	01-5630-4510	750.00
P16-01872	LUCKY PRESTON	Silversmithing Culture Class	01-5801-4510	250.00
Total Location				1,000.00
Location Instruction (IMC) (110)				
P16-01717	TROXELL COMMUNICATIONS INC	YGS Laptop Cart	01-4410-4035	1,179.28
P16-01759	TROXELL COMMUNICATIONS INC	CDS Chromebook Cart	01-4410-4035	2,848.75
P16-01830	OFFICE DEPOT B S D	Binders	01-4300-4035	191.57
P16-01833	EDUCATIONAL DATA SYSTEMS INC	CELDT Excessive Materials Charge 2014-15	01-5801-0000	41.80
P16-01925	Pearson Education	AP Calculus LHS/MHS	01-4100-0004	12,563.63
P16-01930	LOS ANGELES CO OFFICE OF ED ATTN: SCHOOL EMPLOYERS A	VPSS Elijah Henderson/Joel Derry Tier 1	01-5801-0004	400.00
P16-01933	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	125.61
Total Location				17,350.64
Location Johnson Park Elementary (15)				
P16-01734	AMAZON.COM	classroom supplies	01-4300-0003	39.43
P16-01864	OFFICE DEPOT B S D	JPE Staff Room Chairs	01-4300-0004	707.26
Total Location				1,327.94

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15) (continued)				
P16-01865	CONTRAX FURNISHINGS	JPE Staff Room	01-4410-0004	5,902.91
P16-01879	GOVCONNECTION, INC.	JPE Computer Mice	01-4300-0003	194.47
P16-01903	HP Inc. Attn: Public Sector Sales	JPE Classroom Computers w/ monitors	01-4300-0003	19,936.20
Total Location				28,108.21
Location Kynoch Elementary (17)				
P16-01747	AMERICAN BLINDS & DRAPERIES	KYN Blinds	01-4300-1100	8,921.53
P16-01764	EXPLORIT SCIENCE CENTER	Assembly Presentation	01-5890-9010	519.95
P16-01774	School Life	Supplies	01-4300-0004	1,994.26
P16-01777	School Life	Academic incentives	01-4300-1100	193.50
P16-01825	RISO PRODUCTS OF SACRAMENTO	SUPPLIES	01-4300-1100	1,379.50
P16-01827	MYERS-STEVENSON & CO INC	Ins for field trip	01-5890-9010	178.50
P16-01842	TEC-COM	Door Phone Buzzer	01-4300-1100	908.77
P16-01876	Sacramento Children's Museum	Field Trip	01-5890-9010	605.00
P16-01887	SCHOLASTIC ATTN: ORDER PROCESSING DEPT	Supplies	01-4300-0003	50.35
P16-01888	MYERS-STEVENSON & CO INC	Fieldtrip ins.	01-5890-9010	294.00
P16-01909	School Life	INCENTIVE SUPPLIES	01-4300-1100	377.36
Total Location				15,422.72
Location Linda Elementary (19)				
P16-01716	GOVCONNECTION, INC.	Crucial 4GB Ram CT51264BF160B	01-4300-0004	667.17
P16-01768	PETE'S MUSIC & ACCORDIAN CENTER	mini-rosin blacks and re-hair bows	01-4300-0004	430.00
P16-01860	OFFICE DEPOT B S D	LIN P4 and P6 Projector Install Items	01-4300-0003	69.08
P16-01881	CDW-GOVERNMENT, INC.	LIN P4 and P6 Projector Install Items	01-4300-0003	243.94
P16-01886	SIGMA net	LIN Dell Chromebooks	01-4300-0004	8,191.52
P16-01920	NWN CORPORATION	LIN P4 and P6 Projector Install Items	01-4410-0003	2,451.00
P16-01922	OLIVER WORLDCLASS LABS	LIN P4 and P6 Projector Install Items	01-4410-0003	3,550.85
Total Location				15,603.56
Location Lindhurst High (43)				
P16-01712	J.W. PEPPER & SON, INC	Classroom Supplies/Music	01-4300-0003	232.52
P16-01744	B & H PHOTO	Classroom Supplies/Spangler	01-5801-0004	813.39
P16-01782	AMAZON.COM	ROP Classroom Supplies/Spangler	01-4300-0004	1,084.86

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P16-01802	AMAZON.COM	Classroom Supplies/Fritzinger	01-4200-3010	355.83
P16-01823	MYERS-STEVENSON & CO INC	TLC 11-16-2015	01-5890-1100	35.00
P16-01831	NWN CORPORATION	LHS Samsung Printers	01-4300-3010	633.18
P16-01832	AMAZON.COM	iPad Air keyboard folios	01-4300-3010	1,128.43
P16-01854	AMAZON.COM	ROP Classroom Supplies/Spangler	01-4300-0004	907.65
P16-01859	TROXELL COMMUNICATIONS INC	Classroom Supplies	01-4300-0003	2,451.98
P16-01863	MOB WELDING SUPPLY	Classroom Supplies/Rogers	01-4300-0004	420.21
P16-01877	HP Inc. Attn: Public Sector Sales	LHS Classroom Computers w/ monitors	01-4300-7010	244.56
P16-01885	NWN CORPORATION	LHS High Volume Printer	01-4410-0003	7,476.08
P16-01895	SAMS CLUB DIRECT	Supplies	01-4300-0004	1,200.00
P16-01906	HP Inc. Attn: Public Sector Sales	LHS teacher and student computers w/ monitors	01-4410-3010	57,316.58
P16-01907	HP Inc. Attn: Public Sector Sales	LHS Laptops	01-4410-3010	6,595.90
P16-01908	APPLE COMPUTER INC	LHS iPads	01-4300-3010	9,850.20
P16-01912	RISO PRODUCTS OF SACRAMENTO	Riso	01-4300-0003	1,359.35
P16-01915	MYERS-STEVENSON & CO INC	Frank M. Booth Trip	01-5890-1100	36.75
P16-01929	THE COLLEGE BOARD-WRO	SAT Prep Program	01-4200-0003	822.14
P16-01931	PASCO SCIENTIFIC	Classroom Supplies/Atkinson	01-4300-0003	2,870.58
P16-01932	MYERS-STEVENSON & CO INC	Welding to Yuba College 12-4-15	01-5890-1100	35.00
P16-01934	CDW-GOVERNMENT, INC.	Classroom Supplies	01-4300-0003	236.82
Total Location				98,248.41
Location Loma Rica Elementary (21)				
P16-01804	SUTTER BUTTES COMMUNICATIONS	Office Supplies	01-4300-0000	50.00
				1,558.75
P16-01891	MYERS-STEVENSON & CO INC	Farm Day Insurance for 10/2/15	01-5890-9010	36.75
P16-01892	MYERS-STEVENSON & CO INC	Field trip ins Rosser's Christmas Corral 12/4/15	01-5890-9010	70.00
P16-01893	MYERS-STEVENSON & CO INC	Field trip insurance-Kirshner's Wildlife Refuge	01-5890-9010	91.00
Total Location				1,806.50
Location Maintenance (63)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63)				
P16-01709	FenceScreen, Inc.	MAINTENANCE/LHS BALLFIELD	01-4300-0004	1,121.19
			01-4300-8150	1,095.88
			01-4300-8150	500.00
P16-01789	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE		
P16-01812	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/YF/CHALLENGE	01-5801-8150	200.00
P16-01813	J.W. WOOD COMPANY, INC	J.W. Wood	01-4300-8150	282.00
P16-01935	Kip & Kip dba Polymenders	MAINTENANCE	01-5801-8150	165.00
P16-01936	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/YUBA FEATHER #5	01-5801-8150	445.10
P16-01938	J.W. WOOD COMPANY, INC	MAINTENANCE	01-4300-8150	510.76
P16-01939	W.V. ALTON	MAINTENANCE/COVILLAUD	01-5801-8150	803.97
Total Location				5,123.90

Location Marysville High (45)				
P16-01714	GOPHER SPORT	PE SUPPLIES	01-4300-0004	640.16
P16-01746	PTM DOCUMENT SYSTEMS P.O. BOX 7789	Risa Romero	01-4300-0004	979.75
P16-01761	BARNES & NOBLE BOOKSTORE	Stegall/English Dept.	01-4300-3010	1,737.09
P16-01763	LES SCHWAB TIRE CENTER	Golf Cart Tires	01-4300-6690	328.29
P16-01801	CAPITOL PLYWOOD INC.	WoodShop/Martinez	01-4300-9010	949.49
P16-01803	NEFF COMPANY	Academic Award	01-4300-1100	146.18
P16-01814	Katie Bell	Camille Freel Scholarship	73-7299-9020	145.00
P16-01815	AMAZON.COM	Graphic Design ROP	01-4300-0004	1,485.60
P16-01820	PRESTWICK HOUSE	STEGALL	01-4300-3010	228.33
P16-01834	CDW-GOVERNMENT, INC.	Eggleson	01-4300-1100	38.70
P16-01835	UNIVERSITY OF CA DAVIS DINING SRV	UCD FIELD TRIP MHS	01-4300-0003	420.11
P16-01843	AMAZON.COM	Small Business	01-4300-0004	214.79
P16-01866	HP Inc. Altn: Public Sector Sales	MHS Admin Computer - Janet	01-4410-1100	884.43
P16-01894	AMAZON.COM	Classroom Supplies	01-4300-0004	594.58
P16-01927	MHS - SMALL BUSINESS CLUB	Classroom Supply	01-4300-0004	80.00
Total Location				8,872.50

Location McKenney Intermediate (37)				
P16-01728	PERMA BOUND	CASILLAS	01-4200-3010	575.29
P16-01762	Courthouse Cafe	ELA TRAINING	01-4300-1100	148.36

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location McKenney Intermediate (37) (continued)				
P16-01901	LOOKOUT BOOKS	LIBRARY	01-4200-0003	1,243.22
P16-01902	SIGMANet	McK Dell Chromebooks	01-4300-0003	18,567.45
P16-01904	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	SHADY CREEK 1ST INSTALLMENT	01-5890-9010	11,500.00
P16-01928	LOOKOUT BOOKS	LIBRARY	01-4200-0003	229.62
Total Location				32,263.94
Location Nutrition Services (73)				
P16-01707	GOODMAN FOODS	Food Order, Deliver to Warehouse	13-9325-5310	9,380.94
P16-01710	SYSCO FS OF SACRAMENTO INC.	Food & Supplies	13-9325-5310	1,170.10
			13-9326-5310	428.71
P16-01738	S.A. PIAZZA & ASSOCIATES, LLC	Food Order	13-9325-5310	4,514.40
P16-01739	WAWONA FROZEN FOODS	Food Order	13-9325-5310	2,536.80
P16-01740	GOLD STAR FOODS	Food Order	13-9325-5310	2,738.40
P16-01741	GOLD STAR FOODS	Food Order	13-9325-5310	2,105.80
P16-01748	RB SPENCER	Repair True Refrigerator door latches	13-5641-5310	328.75
P16-01750	Tasty Brands	Food Order	13-9325-5310	14,959.35
P16-01751	LAND O'LAKES, INC	Food Order	13-9325-5310	3,238.50
P16-01752	SCHWAN'S FOOD SERVICE	Food Order	13-9325-5310	15,045.16
P16-01753	APPEAL DEMOCRAT	Legal Ad	13-5890-5310	492.12
P16-01787	LA TAPATIA TORTILLERIA, INC	Chip Order	13-9325-5310	426.00
P16-01791	ULINE.COM	Ladder & Shrinkwrap for Warehouse	13-4300-5310	679.09
P16-01792	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Food Delivery to Warehouse	13-4712-5310	260.00
P16-01809	SYSCO FS OF SACRAMENTO INC.	Juice Order	13-9325-5310	1,612.00
P16-01810	Fat Cat Scones	Food Order	13-9325-5310	5,775.00
P16-01836	SYSCO FS OF SACRAMENTO INC.	Food Order	13-9325-5310	5,618.40
P16-01896	Bay State Milling	Flour Order	13-9325-5310	449.50
P16-01897	LA TAPATIA TORTILLERIA, INC	Chip Order	13-9325-5310	1,783.40
P16-01937	Jary Potts	Student Refund	13-5892-5310	284.00
			13-5892-5310	74.00
Total Location				73,900.42
Location Olivehurst Elementary (25)				

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Location Olivehurst Elementary (25)				
P16-01685	TROXELL COMMUNICATIONS INC	OLV Chromebook Carts	01-4410-0003	5,697.50
P16-01723	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNTS	SUPPLIES & MATERIALS	01-4300-9010	948.09
P16-01754	HP Inc. Attn: Public Sector Sales	OLV Laptops	01-4410-0003	24,499.04
P16-01783	TROXELL COMMUNICATIONS INC	GoSpeak Pro Portable PA	01-4300-9010	440.75
P16-01786	AMAZON.COM	Boom Box	01-4300-9010	47.29
Total Location				31,632.67
Location Personnel (113)				
P16-01755	BAUDVILLE	Longevity Awards 2015	01-4300-0000	5,019.49
P16-01756	BAUDVILLE	longevity awards	01-4300-0000	285.09
P16-01822	STATE DEPT OF JUSTICE ACCOUNTING SERVICES	FINGER PRINTING SERVICES	01-5810-0000	18,000.00
Total Location				23,304.58
Location Pupil Services (202)				
P16-01719	AMAZON.COM	Supply for TR	01-4300-6500	120.39
P16-01816	Devereux	NPS services	01-5100-3327	54,147.00
			01-5100-6512	280,557.42
Total Location				25,000.00
Location Purchasing (104)				
P16-01769	PITNEY BOWES SUPPLIES OPERATIONS	D.O./MAILROOM	01-4300-0000	365.48
P16-01838	CONTRAX FURNISHINGS	Counter Part	01-4300-0000	298.14
Total Location				663.62
Location South Lindhurst (47)				
P16-01795	WAL-MART COMMUNITY BRC	SLHS	01-4300-1100	400.00
Location Student Discipline/Attendance (109)				
P16-01840	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Subscription Renewal School Safety	01-5801-0000	179.00
Location Technology (102)				
P16-01715	AssetGenie, Inc., dba AG iRepair	iPad screen repair	01-5641-1100	119.00
P16-01742	AMAZON.COM	OKI Printing solutions/Toners	01-4300-0000	223.15
P16-01743	AMAZON.COM	Keyboard and Mouse for Raul	01-4300-0000	63.64

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Includes Purchase Orders dated 11/01/2015 - 11/30/2015

Board Meeting Date December 8, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P16-01767	AMAZON.COM	Office Supplies (TV Hookups)	01-4300-0000	88.13
P16-01826	AMAZON.COM	iPhone 6s Case (Ruda Nelson)	01-4300-0000	7.41
P16-01867	VERIZON WIRELESS	iPhone 6s Plus, Bryan Williams 682-0539	01-4410-0000	611.54
P16-01868	VERIZON WIRELESS	iPhone 6s, Ruda Nelson. 682-9338	01-4410-0000	356.24
P16-01869	VERIZON WIRELESS	iPhone 6s Plus Fred Pulido 682-2697	01-4410-0000	504.04
P16-01871	OFFICE DEPOT B S D	Tech Items	01-4300-0000	47.19
P16-01914	TEC-COM	Exacqvision training class	01-5801-0000	375.00
Total Location				2,395.34
Location Transportation (69)				
P16-01771	MID VALLEY SOUND	TRANSPORTATION/DENTAL VAN	01-4300-0230	898.98
P16-01793	Michael's Transportation, Inc.	Charter Bus for MHS	01-5880-0230	2,000.00
P16-01811	FOOTHILL FIRE PROTECTION DIST	Bus Parking	01-5630-0230	500.00
Total Location				3,398.98
Location Warehouse (71)				
P16-01837	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,862.82
P16-01856	HILLYARD - SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	786.03
P16-01873	J.C. NELSON SUPPLY COMPANY	Warehouse Stock 15-16 S.Y.	01-9320-0000	182.66
Total Location				3,831.51
Location Yuba Feather K-6 (29)				
P16-01861	SPELLING CITY	Yuba Feather School	01-5801-3010	232.00
Location Yuba Gardens Intermediate (39)				
P16-01729	AMAZON.COM	YLST/GATES	01-4300-0003	1,135.64
P16-01732	AMAZON.COM	YLST/GATES	01-4300-0004	84.78
P16-01745	WOODWIND AND BRASSWIND	REILEY/GATES	01-4300-0003	75.70
P16-01772	TROXELL COMMUNICATIONS INC	YGS iPad Cart and Elmos	01-4410-3010	1,668.94
P16-01808	AMAZON.COM	SIMPSON	01-4300-0003	5,416.03
P16-01817	AMAZON.COM	DETRICK/GATES	01-4200-0003	201.44
P16-01818	TROXELL COMMUNICATIONS INC	YLST/GATES	01-4300-0004	307.39
				519.23

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P16-01819	Courthouse Cafe	YLST/GATES	01-4300-0004	721.33
P16-01828	TROXELL COMMUNICATIONS INC	AV Repair	01-5641-0004	400.00
P16-01847	AMAZON.COM	MCCOMB/GATES	01-4300-0003	193.29
P16-01848	WILLIAM H. SADLER, INC.	BOWMAN/GATES	01-4300-0003	85.94
P16-01849	CASCADE ATHLETIC SUPPLY CO.	YLST/GATES	01-4300-0004	204.14
P16-01850	J.W. PEPPER & SON, INC	REILEY/GATES	01-4300-0003	20.26
P16-01851	Sharp Electronics Corp. C/O Smile BPI	GATES	01-4300-0004	52.68
P16-01852	AMAZON.COM	YLST/GATES	01-4300-0003	54.01
P16-01853	AMAZON.COM	YLST/GATES	01-4300-3010	438.28
P16-01900	AMAZON.COM	SIMPSON/GATES	01-4300-0003	42.73
P16-01916	DICK BLICK COMPANY	S BOLE/GATES	01-4300-0003	330.71
P16-01917	Scholastic, Inc. Magazines	S BOLE/GATES	01-4300-0003	165.14
Total Number of POs			Total Location	12,117.66
			Total	874,661.00

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	185	763,711.63
09	Chrt'r Schs	12	28,430.38
12	Child Dev	5	2,021.03
13	Cafeteria	20	73,900.42
14	Def Maint	3	6,155.04
25	Cap Fac	1	297.50
73	Fndn Priv	1	145.00
Total			874,661.00

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00074	1,420.63	01-5621	Gen Fund/Maint Cont	977.97-
		01-5630	Gen Fund/Rents/Leas	1,027.97
			Total for P16-00074	50.00
P16-00122	1,570.63	13-5621	Cafeteria/Maint Cont	150.00
P16-00144	800.00	01-4300	Gen Fund/Mat&Suppli	300.00
P16-00158	3,200.00	01-4300	Gen Fund/Mat&Suppli	2,500.00
P16-00183	2,500.00	01-5630	Gen Fund/Rents/Leas	1,000.00
P16-00184	8,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P16-00187	2,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00195	700.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00237	8,500.00	01-5641	Gen Fund/Equip Repa	6,000.00
P16-00247	25,000.00	01-4363	Gen Fund/Tires&Tube	5,000.00
P16-00301	2,000.00	01-4300	Gen Fund/Mat&Suppli	514.06
P16-00388	10,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P16-00525	15,000.00	01-5641	Gen Fund/Equip Repa	5,000.00
P16-00578	5,237.04	01-4300	Gen Fund/Mat&Suppli	237.04
P16-00681	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00820	4,000.00	09-5801	Chtr Schs/Contracts	1,000.00
P16-00841	119.96	01-4200	Gen Fund/Oth Ref Bk	27.79
P16-00935	2,222.42	01-4300	Gen Fund/Mat&Suppli	222.42
P16-01168	2,476.75	01-4300	Gen Fund/Mat&Suppli	161.25
P16-01225	1,550.00	01-5801	Gen Fund/Contracts	50.00
P16-01281	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-01375	10,000.00	01-5880	Gen Fund/Cont Buses	5,000.00
P16-01437	1,000.00	09-4300	Chtr Schs/Mat&Suppli	500.00
P16-01461	1,150.00	09-4300	Chtr Schs/Mat&Suppli	650.00
P16-01470	629.91	01-4200	Gen Fund/Oth Ref Bk	.17
P16-01472	383.88	01-4200	Gen Fund/Oth Ref Bk	38.96
P16-01561	897.95	01-4200	Gen Fund/Oth Ref Bk	14.99-

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-01613	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-01614	500.00	01-4300	Gen Fund/Mat&Suppli	400.00
P16-01627	1,846.88	01-4410	Gen Fund/Equip NonC	660.00
P16-01682	744.25	09-4300	Chtr Schs/Mat&Suppli	158.25
P16-01696	2,292.75	01-4300	Gen Fund/Mat&Suppli	16.12
Total PO Changes				<u>38,621.07</u>

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Marysville Joint Unified School District

**1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on 12/8/15 (Insert Board meeting date or ratification date), by and between National Analytical Laboratories, Inc, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

seven thousand four hundred seventy five and 00/100 Dollars (\$ 7475.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C22 - Asbestos Management (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of _____ (insert date after Board approval date or ratification date) with work to be completed within _____ () consecutive days and/or by June 30, 2015.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NAL

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

680288099
Employer Identification Number

License No: 2006-037814 Classification: business license Expiration Date: _____

(District Use Only: License verified by Travis Barnett Date: 11-20-15)

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: National Analytical Laboratories, Inc.

Contractor Address: 2201 Francisco Dr. Ste. 140-261 El Dorado Hills, CA 95762

Phone: 916 361 0555

Email: paula@nal1.com

Print Name: Paula Lee

Title: Executive Director

Authorized Signature: Paula Lee

District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services

Date: 12/8/15
Board Approval Date

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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):

Michael James Lee
Anthony De Arcos

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: 11/10/15

National Analytical Laboratories, Inc (Company)

 (Authorized Signature)

Paula Lee (Print Name)

Executive Director (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit 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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED _____ (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.

A handwritten signature in black ink, appearing to read 'Paula Lee', is written over a horizontal grey line.

Signature, Contractor's Authorized Representative

Paula Lee

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.: N.A.L - Bi Annual Assessments AHERA.com between the Marysville Joint Unified School District ("District" or "Owner") and National Analytical Laboratories. ("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: Paula Lee

Title: Executive Director

☐ 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: Paula Lee

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

68-0288099

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

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

☐ Other, describe:

DISTRICT

Signature: Title: Date:

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
NATIONAL ANALYTICAL LABORATORIES, INC.	1000003964	EL DORADO	EL DORADO HILLS	06/12/2015	06/30/2016

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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 National Analytical Laboratories, inc.			Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SSN no. <input checked="" type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN 68-0288099		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 2201 Francisco Dre.			APT no. 140-261 Private Mailbox no. Vendor/Payee's daytime telephone no. (916) 361-0555		
City El Dorado Hills, CA 95762			State ZIP Code		

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) **Paula Lee, Executive Director**

Vendor/Payee's signature  Date **11/10/15**



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.
National Analytical Laboratories, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ 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) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

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.)
2201 Francisco Dr. Ste 140-261

6 City, state, and ZIP code
El Dorado Hills, CA 95762

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 - 0288099

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 ▶ *Paul Lee* Date ▶ *1/10/15*

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.

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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):

AHERA 6 month Re-inspections at all Elementary Schools

AHERA 6 month Re-inspections at all Intermediate Schools

AHERA 6 month Re- inspections at all High Schools



N·A·L
NATIONAL ANALYTICAL LABORATORIES, INC.

2201 Francisco Dr., Ste. 140-261
El Dorado Hills, CA 95762

Phone: (916) 361-0555

Fax: (916) 361-0540

Estimate

Date	Estimate #
10/30/2015	3238

Name / Address
MJUSD Facilities Department 1919 B Street Marysville, CA 95901 ATTN: Denise DeVaughn

Project Location
Bi-Annual AHERA Inspection

Terms
15 days

Description	Qty	Rate	Estimated Cost
AHERA 6 months Re-inspections - Elementary Schools: Arboga, Browns Valley, Cedar Lane, Cordua Covillaud, Dobbins, Edgewater, Ella, Johnson Park, Kynoch, Linda, Loma Rica, Olivehurst, Yuba Feather	14	375.00	5,250.00
AHERA 6 months Re-inspections - Intermediate Schools: Foothill, McKenney, Yuba Gardens	3	425.00	1,275.00
AHERA 6 months Re-inspections - High Schools: Lindhurst, Marysville, South Lindhurst Alternative Ed.	2	475.00	950.00
Thank you for the opportunity!			
Estimated Cost			\$7,475.00

This estimate is our evaluation of information provided and does not include any unforeseen sampling/testing that may be required. Estimate is valid for 30 days from the above date. Upon signing this estimate you are accepting all terms and conditions here within. Sign and fax/email back to N.A.L., Inc. to schedule your service. We appreciate your business.

Authorized Signature: _____

Ryan DiGiulio

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Date: _____

12/8/15



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 APPLIED ENGINEERING AND GEOLOGY, INC, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

ONE thousand NINE hundred SIXTY SEVEN and 00/100 Dollars (\$ 1,967.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: None (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of (insert date after Board approval date or ratification date) with work to be completed within Twenty (20) consecutive days and/or by 12/28/2015
28, DECEMBER, 2015.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

68-0220878
Employer Identification Number

License No: 45335 Classification: Civil Engineer Expiration Date: 8/30/2016

(District Use Only: License verified by Bmon Date: 11/19/15)
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: APPLIED ENGINEERING AND GEOLOGY, INC

Contractor Address:
578 E STREET
LINCOLN, CA 95648

Phone: (916) 645-6014

Email: Ear@aegengineers.com

Print Name: Earl Stephens

Title: President

Authorized Signature: [Signature]

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

Date: _____
Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

David Saovang
Earl Stephens

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: 11/18/2015

APPLIED ENGINEERING AND GEOLOGY, INC (Company)



(Authorized Signature)

Earl Stephens (Print Name)

President (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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-third of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

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

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



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

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

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

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

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

A handwritten signature in black ink, appearing to read "Earl Stephens", is written over a horizontal line.

Signature, Contractor's Authorized Representative

Earl Stephens, President

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

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

(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.: SPILL PREVENTION UPDATE between the Marysville Joint Unified School District ("District" or "Owner") and APPLIED ENGINEERING AND ("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: _____

Title: _____

☒ The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in 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: _____

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:

DISTRICT

Signature: _____ Title: _____ Date: _____

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: SPILL PREVENTION UPDATE
between Marysville Joint Unified School District (the "District" or the "Owner") and
APPLIED ENGINEERING AND GEOLOGY, INC (the "Contractor" or the "Bidder").

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

Date: 11/18/2015

Proper Name of Contractor: Applied Engineering and Geology, Inc.

Signature: [Signature]

Print Name: Earl Stephens

Title: President

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

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

PWCR NUMBER: 1000015423

CONTRACTOR INFORMATION

Contractor Name: APPLIED ENGINEERING AND GEOLOGY, INC.

Trade Name(s): _____

License Type Number(s): OTHR -- C45335

Contractor Mailing Address:

P.O. BOX 247

LINCOLN

CA

95648

COUNTY: PLACER

Contractor Physical Address:

578 E STREET

LINCOLN

CA

95648

COUNTY: PLACER

Email Address: EARL@AEGENGINEERS.COM

**REGISTRATION
INFORMATION**

Type: Renewal
Fiscal Year: 2016

WORKERS COMPENSATION

PROFESSIONAL EMPLOYER ORGANIZATION (PEO)

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

INSURED BY CARRIER

Policyholder Name: APPLIED ENGINEERING AND GEOLOGY, INC.

Insurance Carrier: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: XJUB4356T230104

Inception Date: 12/01/2014

Expiration Date: 12/01/2015

CERTIFICATION

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

I, EARL STEPHENS the undersigned, am PRESIDENT, APPLIED ENGINEERING AND GEOLOGY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information could result in the certification being canceled.

I certify this on: 06/12/2015

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PWCR NUMBER: 1000015423

LEGAL ENTITY INFORMATION

LEGAL ENTITY TYPE: CORPORATION

Corporation Number: 1662877

President: EARL STEPHENS

Vice President:

Treasurer:

Secretary:

CEO:

Agent of Service

EARL STEPHENS

578 E STREET

LINCOLN CA 95648

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
APPLIED ENGINEERING AND GEOLOGY, INC.	1000015423	PLACER	LINCOLN	08/12/2015	06/30/2016



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE – CA FORM 590

YEAR <u>2015</u>		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 Applied Engineering and Geology, Inc.			Vendor/Payee's <input type="checkbox"/> SOS no. 68-0220878		<input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN
Vendor/Payee's address (number and street) 578 E Street			APT no.		Vendor/Payee's daytime telephone no. (916) 645-6014
City Lincoln			State CA		ZIP Code 95648

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) **Earl Stephens, President**

Vendor/Payee's signature ▶

Date **11/18/2015**

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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. Applied Engineering and Geology, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ <small>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.</small>	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 accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 578 E Street	Requester's name and address (optional)	
6 City, state, and ZIP code Lincoln, CA 95648		
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								
			-			-		
or								
Employer identification number								
6	8	-	0	2	2	0	8	7

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 ▶

[Signature] President

Date ▶ 11/18/15

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 ENDORSEMENT

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

(Remainder of page left blank intentionally)



APPLENG-01

LRIGGS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2015

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

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

PRODUCER License # 0B50501

Armstrong & Associates
239 W Court St, Bldg A
Woodland, CA 95695

CONTACT

NAME:

PHONE

(A/C, No, Ext): (530) 668-2777

FAX

(A/C, No): (530) 668-2779

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Admiral Insurance Company

24856

INSURER B: American Fire and Casualty Company

24066

INSURER C: State Compensation Insurance Fund

35078

INSURER D:

INSURER E:

INSURER F:

INSURED

Applied Engineering and Geology, Inc.
P.O. Box 247
Lincoln, CA 95648

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	FEIECC1117503	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAA56418681	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEF <input type="checkbox"/> RETENTIONS		FEIEXS1117503	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	914765415	12/01/2015	12/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution		FEIECC1117503	12/01/2015	12/01/2016	Per Pollution Event 1,000,000
A	Prof. Liability		FEIECC1117503	12/01/2015	12/01/2016	Per Wrongful Act 1,000,000

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

Marysville Joint Unified School 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 are General Liability Additional Insured where required by written contract per form ECC-319-0712 & CG 2037 07 04; General Liability Primary Wording per ECC-548-0712.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 12/1/2014 attaches to and forms a part of Policy Number FEI-ECC-11175-02. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 12/1/2014 attaches to and forms a part of Policy Number FEI-ECC-11175-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 12/1/2014 attaches to and forms a part of Policy Number FEI-ECC-11175-02. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



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):

Site Inspection: AEG will visit the site, perform an inspection of the fuel storage facilities, collect data, and interview pertinent personnel.

Update SPCC Plan: AEG will update the SPCC Plan, signed by a registered Professional Engineer (RCE 45335), including the following:

Site Description, Spill History, Spill Prediction; Primary Containment, Secondary Containment, Spill Prevention, Site Drainage, Refueling Procedures,

Inspections, Record Keeping, Security Information, Spill Response Procedures, Spill Reporting Procedures, Emergency Contacts, and Reporting Requirements and Regulatory Contacts.

Additionally Requested Work: AEG will perform any additional work requested by MJUSD on either a time and materials basis or per written approval.

All additionally assigned work must be within AEG's fields of expertises and areas of competence.

Blank lined area for additional text or signature.

November 10, 2015

Mr. Travis Barnett
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B Street
Marysville, California 95901

Subject: *Proposal to Update Spill Prevention Control and Countermeasure Plan*

Site: *Marysville Joint Unified School District, 1918 B Street, Marysville, California*

Dear Mr. Barnett:

Applied Engineering and Geology, Inc. (AEG) is pleased to provide you with this *Proposal to Update Spill Prevention Control and Countermeasure Plan* (Proposal) for your Site located at 1919 B Street, Yuba County, Marysville, California.

In November 2009, AEG prepared a Spill Prevention Control and Countermeasure Plan (SPCC Plan) that provided procedures and control measures along with plans to be carried out in the event of an accidental release of hazardous materials or waste at the Marysville Joint Unified School District (MJUSD) Transportation Facility. This Proposal is for the update of that SPCC Plan. In accordance with 40 CFR112.5(b), a review and evaluation of this SPCC Plan is to be conducted at least once every five years.

The following sections outline our understanding of the scope of work and estimated costs.

1.0 SCOPE OF WORK

AEG will perform the following work:

Site Inspection: AEG will visit the site, perform an inspection of the fuel storage facilities, collect data, and interview pertinent personnel.

Update SPCC Plan: AEG will update the SPCC Plan, signed by a registered Professional Engineer (RCE 45335), including the following:

- Site Description;
- Spill History;
- Spill Prediction;
- Primary Containment;
- Secondary Containment;
- Spill Prevention;
- Site Drainage;

- Refueling Procedures;
- Inspections;
- Record Keeping;
- Security Information;
- Spill Response Procedures;
- Spill Reporting Procedures;
- Emergency Contacts; and,
- Reporting Requirements and Regulatory Contacts.

Additionally Requested Work: AEG will perform any additional work requested by MJUSD on either a time and materials basis or per written approval. All additionally assigned work must be within AEG's fields of expertise and areas of competence.

2.0 ESTIMATED COSTS

See attached spreadsheet for a detailed cost breakdown.

Site Inspection	\$568.50
Update SPCC Plan	\$1,398.50

Total Estimated Cost \$1,967.00

AEG reserves the right to change or modify the estimated costs as set forth herein, based upon any and all changes in conditions, including but not limited to, changes in the scope of the work or changes in AEG's costs and expenses, including salary and payroll changes. AEG shall notify Client of any change or modification in the estimated costs with five (5) days written notice, sent via U.S. Mail, postage prepaid, or Email to Client. No extension of this five day notice period shall occur by virtue of the depositing of this notification into the U.S. Postal system. If Client objects to the change or modification of estimated costs within this five day period, then this Proposal shall be deemed null and void, AEG shall cease all work on the project, AEG shall be paid for the work already completed and a new Proposal will be generated, reflecting these changes and/or modifications in estimated costs.

If Client fails to object to any change or modification of the estimated costs within the five day period as set forth herein, then Client shall be deemed to have accepted all changes or modifications in estimated costs and Client agrees and understands that it is responsible for payment, in full, of the Proposal amount, including any and all changed or modified costs.

This Proposal is valid for a period of 30 days. AEG will not commence work until Client signs and delivers this Proposal to AEG and, if not accepted within 30 days, this Proposal shall be withdrawn, in its entirety.

3.0 RESPONSIBILITIES OF THE CLIENT:

1. Any permits or fees not included in this Proposal;
2. Providing AEG with electronic versions of detailed Site Maps (AutoCAD format);
3. Providing AEG with copies of all existing geotechnical and environmental information;
4. Client agrees to defend and indemnify AEG for any liability incurred by AEG as a result of the work described in the Proposal, excepting any acts of negligence by AEG; and,
5. Obtaining site access for field activities.

4.0 ITEMS NOT INCLUDED:

1. Engineering design and permits for SPCC measures;
2. Collecting and analyzing soil, air, or water samples;
3. Preparation of other technical reports not included in this Proposal;
4. Installation of BMPs;
5. Additional assigned work; and,
6. Additional modifications to facilities that require inspections or SPCC Plan updates.

These items (if assigned) along with any additional assigned work will be billed at AEG's standard rate.

If the aforementioned scope-of-work and associated costs to perform that work are acceptable, please provide written authorization to proceed.

If you have any questions, would like to amend the scope-of-work, or require additional information, please contact Keegan George at our office number 916.645.6014.

Sincerely,

APPLIED ENGINEERING AND GEOLOGY, INC.



Keegan George
Vice President

Attachment: AEG's Schedule of Fees (1 page)
Detailed Cost Breakdown Spreadsheet (1 page)

AEG's SCHEDULE OF FEES

Principal Geologist/Engineer	\$165.00 per hour
Senior Project Geologist/Engineer	\$139.00 per hour
Project Manager	\$139.00 per hour
Associate Geologist/Engineer III	\$139.00 per hour
Associate Geologist/Engineer II	\$119.00 per hour
Associate Geologist/Engineer I	\$99.00 per hour
Engineering Technician III	\$99.00 per hour
Engineering Technician II	\$92.00 per hour
Engineering Technician I	\$79.00 per hour
Drafts Person	\$73.00 per hour
Administrative Assistant II	\$73.00 per hour
Administrative Assistant I	\$59.00 per hour
Mileage	\$0.575 per mile or \$100 per day
Equipment & Supplies, Subcontractor Services	Cost + 15%

Notes:

1. In accordance with Federal and State regulations, overtime rates (23% to 33% surcharge) may apply to work in excess of 8 hours per day.
2. A surcharge of 150 to 200 percent applies for all testimonial work (i.e. court appearances, depositions, etc...) and preparation time. If travel is required, time is billed portal to portal.
3. Out of pocket expenses are billed at cost plus 15 percent.
4. A surcharge of 125 to 150 percent applies for all work scheduled to be performed outside of normal business hours (normal business hours are 6:00 a.m. to 6:00 p.m. Monday thru Friday).



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

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Search Results for Professional Engineers and Professional Land Surveyors

This information is updated Monday through Friday - Last updated: NOV-17-2015

To see all the information for a licensee, click on the highlighted name. This will also include disciplinary actions if any are present.

Name	Type	Number	Status	Address	City	Zip	County
STEPHENS EARL ROBERT	C	45335	CLEAR	PO BOX 247	LINCOLN	95648	PLACER

Record 1

[First Previous](#)

Disclaimer

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Marysville Joint USD

Board Bylaw

Meetings And Notices

BB 9320

Board Bylaws

Meetings of the Board of Education are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, meetings shall provide opportunities for questions and comments by members of the public and shall be conducted in accordance with law and Board-adopted bylaws.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

Direct communication, personal intermediaries, and technological devices shall not be used by a majority of Board members to develop a collective concurrence as to an action to be taken by the Board on any item of district business. (Government Code 54952.2)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Meeting notices and agendas shall specify that any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee in writing.

Regular Meetings

The Board shall hold two regular meetings each month. Regular meetings shall be held at 7:30 5:30 p.m. on the second and fourth Tuesdays of each month at the district office board room.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive a failure to receive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or after the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned Meetings

A majority vote by the Board may adjourn any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of adjournment. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. No action item shall be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge. (Government Code 54961)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Meetings shall be held within district boundaries, except to do any of the following:
(Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies

giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 54950-54963 The Ralph M. Brown Act, especially:
- 54953 Meetings to be open and public; attendance
- 54953.2 Compliance with Americans with Disabilities Act
- 54954 Time and place of regular meetings
- 54954.1 Mailed notices
- 54954.2 Agenda posting requirements, board actions
- 54956 Special meetings; call; notice
- 54956.5 Emergency meetings
- 54957.5 Agenda distribution
- 54961 Prohibition on use of certain facilities

UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.160 Effective communications
- 36.303 Auxiliary aids and services

COURT DECISIONS

- 216 Sutter Bay Associates v. County of Sutter (1997) 58 Cal.App. 4th 860

ATTORNEY GENERAL OPINIONS

- 88 Ops.Cal.Atty.Gen. 218 (2005)
- 84 Ops.Cal.Atty.Gen. 181 (2001)
- 84 Ops.Cal.Atty.Gen. 30 (2001)
- 79 Ops.Cal.Atty.Gen. 69 (1996)
- 78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2005

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: [12/8/15 board meeting]

Marysville Joint USD

Board Bylaw

Agenda/Meeting Materials

BB 9322

Board Bylaws

Board of Education meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

The agenda shall specify that an individual who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

Agenda Preparation

The Superintendent, as Secretary to the Board, in consultation with the Board president, shall prepare the agenda for each regular and special meeting.

(cf. 9121 - President)

(cf. 9122 - Secretary)

Any Board member or any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least two Fridays before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board president and Superintendent shall

determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item, informational item or consent item.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1340 - Access to District Records)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Consent Items

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

Agenda Dissemination

A copy of the agenda shall be forwarded to each Board member at least three days before each regular meeting, together with the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent and president shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.

NOTIFICATION OF MEETINGS

To provide the public with information regarding agenda items being considered by the Board of Trustees, a public notice is published as follows:

- * Posted on the MJUSD district website at www.mjusd.com.**
- * Posted on the Public Notice Bulletin Board at the MJUSD District Office at 1919 B Street, Marysville, CA 95901 [located in the hallway outside the Superintendent's Office, Room 101].**
- * Emailed to all employees of the district, the Appeal-Democrat, and KUBA.**
- * Upon request, the Superintendent or designee shall make the agenda and/or agenda packet available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)**

~~The Superintendent or designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first.~~

~~Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year.~~

~~Persons requesting mailing of the agenda or agenda packet shall pay an annual fee as determined by the Superintendent or designee.~~

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Public records

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 1999

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies,, California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: [12/8/15 board meeting]

Resolution 2015-16/11

CERTIFYING INTENT TO PURSUE STATE FUNDING

Regarding matter of filing applications:

WHEREAS, the Board of Trustees will be requesting funding of a School Facility Program project pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

WHEREAS, the District is required to certify that it has a resolution or other documentation supporting the filing of its applications; and

WHEREAS, the District plans to file an application to address the facilities needs at Lindhurst High School; and

WHEREAS, the District has established, in accordance with Education Code Section 17070.75(e) a facilities inspection system to ensure that each of its schools is maintained in good repair; and

WHEREAS, the District acknowledges that the remaining State School Facility Program (SFP) bond authority is currently exhausted for the funds being requested on this application; and

WHEREAS, the District acknowledges that the State of California is not expected nor obligated to provide funding for the project, and the acceptance of the application does not provide a guarantee of future funding; and

WHEREAS, the District acknowledges that any potential future State bond measures for the SFP may not provide funds for the application being submitted; and

WHEREAS, the District acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State SFP may be substantially different than the current State SFP and the district's application may be returned; and

WHEREAS, the District acknowledges they are electing to commence any pre-construction or construction activities at the District's discretion, and the State is not responsible for any pre-construction or construction activities; and

NOW, THEREFORE, BE IT RESOLVED that the MJUSD Board of Trustees authorizes the District Representative to execute documents as necessary to carry out the provision of this resolution.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 8th day of December 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

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President - Board of Trustees