



Browns Valley Elementary and Cordua Elementary Board Report February 2017

The power of a small school is incredible. Browns Valley and Cordua are dynamic centers for developing academically and socially prepared students. In a world that can often seem busy and impersonal, our small schools are uniquely tailored to a special kind of learning experience for young people. Increases in personal attention, student achievement, safety, and sense of connectedness are characteristic of the small school environment.

Students attending Browns Valley and Cordua belong to learning communities that look and feel different the moment you set foot on either campus. What you will learn after spending time with teachers and students will make you want to stay and be part of the family. I consider myself lucky to share in the amazing culture that has been created over the years by many dedicated people.

A clear and shared focus.

"Every student matters. Every moment counts."

"School•Community•Family. Every student. Every day."

Everybody on staff knows where they are going and why. All understand their role in achieving the vision of each site. The mission and vision were developed from common beliefs and values, creating a consistent direction for all involved. The hardest part about putting our mission on paper was narrowing it down to just a few words when so many components are critical to a well-rounded education.

We are excited to continue ongoing work to become the most effective professional learning communities we can be. Our official PLC work has recently centered around mission and vision, shared best practices, and ensuring that all learners are being reached. We look forward to working with Maria Nielsen in March to unpack our grade level standards and delve deeper into strategies for helping all students achieve high levels of learning.

Creating and maintaining high standards.

High expectations for all students is the central theme. Teachers and staff believe that all students can learn and achieve high levels of learning. While recognizing that some students must overcome significant barriers, these obstacles are not seen as insurmountable. Students are provided appropriately challenging instruction, intervention, and/or acceleration through classroom differentiated instruction. Para-educators and parent volunteers provide instructional support as a form of Response to Intervention as well.

Both schools pride themselves on delivering highly effective standards-based instruction and ongoing assessments to drive instructional practices. When teachers are not working hard to identify their current students' needs, they are working with colleagues to diagnose and plan instruction for past or present students.

Teachers at smaller schools know the meaning of shared responsibility on a whole different level. Without a grade level team, teachers are challenged to work together vertically with teachers from grade levels below and after them; a team where each person has a uniquely important role. There is strong teamwork among teachers across all grades and with other staff. Everyone is involved and connected to each other, including parents and members of the community.

Collaboration and communication.

Teachers participate in a variety of professional development opportunities at the site and district level to maximize their knowledge of curriculum and stay current with best educational practices. With the adoption of Wonders as our ELA curriculum, many teachers are taking advantage of district professional development offerings and are bringing back strategies and ideas to their colleagues. "Help in the Hills" is a part of the teacher led professional development series, and is hosted at Browns Valley, born from the unique challenge mentioned earlier of single teachers at each grade level. Dedication to personal growth results in increased academic achievement and ensures quality classroom instruction for all students.

Teachers value their time together and take advantage of opportunities to work together. Lunchtime at a small school is different in that all teachers are released at the same time. This creates a built-in time to network, share, problem solve and stay connected.

Parent communication is critical in keeping all stakeholders connected to the shared vision for students. Teachers and parents conduct parent conferences formally after the first trimester, but have many face-to-face contacts throughout the year. These contacts provide the opportunity for collaboration and developing and monitoring individual student goals.

Consistent communication between the school and home is maintained throughout the school year in the form of recorded messages through *SchoolMessenger*, notes home/newsletters, phone calls, progress reports, emails, technology-based reporting, SST and IEP meetings, informal meetings, monthly PTA/PTO meetings, Site Council meetings, and school-wide activities.

We strive to provide ongoing opportunities for all stakeholders to be actively involved in student success.

Safe, respectful, responsible, problem solvers.

Positive Behavior Interventions and Supports (PBIS) programs are thriving on both campuses. Last year staff and administration worked many hours to align new and existing strategies with the PBIS goals. This year we are seeing the hard work expand into something even more exciting.

Students know the expectations and we are moving forward with the program and working to ensure the strategies are enforced schoolwide. PBIS ideals are reflected in the school culture. Both schools have traditions that date back many years that model current themes. Whole school flag salute, interactive assemblies, student leadership groups, and events that make school fun, are some activities that encourage positive student behavior.

For Browns Valley and Cordua, PBIS has helped coordinate and streamline practices. PBIS puts a name to the system and keeps everyone on the same page and moving in the same direction. Parents have been introduced to the PBIS goals and

expectations and we are working to make sure all stakeholders are implementing the system.

Browns Valley's Friday Flag Salute is a perfect example of old and new traditions blending to create an amazing experience for students. Every Friday the entire student body salutes the flag whole school, sings a patriotic song (or two), then teachers sing the Beaver Bravo chant and recognize students for positive behavior. Announcements are made and students are reminded of the school expectations and given kudos for improvements. It has become such an important part of the school culture that even on rainy days, the broadcast, complete with guitar accompaniment, goes out over the loudspeaker.

Cordua has fully committed to a common currency called the "Caught Being Good Card." All staff members hand out the cards with positive notes written to students. The cards can be cashed in for school supplies, small trinkets, and other treats. The system is effective in encouraging positive behaviors and reinforcing expectations.

Both schools have safe, healthy and stimulating environments for learning, socializing, and growing. Students feel respected and connected with the staff and are engaged in learning. Student contact with teachers is increased. Every student has an advocate.

Supports and interventions.

All students have daily access to technology through keyboarding practice, diagnostic tools, adaptive independent practice for ELA/Reading and Math, and Accelerated Reader to develop reading comprehension skills, development of research skills and the writing process, instructional practices for direct instruction of the core curriculum, and SMART Board interactive technology.

District LCAP funding just made it possible for another class at each school to gain access to Chromebooks. We are now able to put Chromebooks in our second grade classrooms. This will allow teachers to introduce certain skills earlier, preparing students for upper grade expectations. Students will feel more confident using technology for curriculum and testing as they enter third grade. Upper grade students at both schools use Chromebooks daily as a learning tool.

Technology based programs are also utilized to provide adaptive instruction, which is monitored by the classroom teacher. In order to meet the needs of all students, teachers work together to provide instruction to students outside their class based on individual student need. As we work toward the true PLC model, we hope to streamline this intervention process to provide time each day for students to receive the best (tailored and leveled) direct instruction our expert teachers can provide.

In addition to this, the after-school STARS program at Cordua serves half of our student population and provides homework support, as well as P.E., art, technology, and other enrichment activities. Teachers at Cordua take advantage of the access they have to students in the after school hours. They are able to pull students from STARS or work with students during homework time. Both schools host Indian Education tutoring and the cultural club which provides support for Native American students.

High levels of family and community involvement.

We strongly believe that student success is a result of shared interest and commitment from staff, students, parents, and the community. There is a sense that all have a responsibility to educate students, not just classroom teachers. Families,

community members, businesses, and community agencies all play a vital role in this effort.

Our parent teacher organizations are critical components of our school communities. These groups work endlessly to enrich the school experience for all students. They fundraise for educational resources, projects, and services. The events they host bring the community together to support our schools.

The dedication and commitment from stakeholders enables Browns Valley and Cordua schools to provide and sustain the programs and resources that create an optimal learning environment for all students. Together with shared support, we truly believe that all students can and will become successful at high academic levels.

UNIVERSITY OF CALIFORNIA

cal fresh Nutrition Education

UCCE Cal Fresh Nutrition Education Program

Marysville Joint Unified School District Participation Agreement

FFY Enter Fiscal Year (March 1, 2017- June 30, 2017)

Program Description: UC CalFresh Nutrition Education Program is a statewide nutrition education program for individuals and families eligible for, or receiving, CalFresh (SNAP) benefits. The program is administered by the United States Department of Agriculture (USDA) through an interagency agreement with the California Department of Social Services (CDSS) and the University of California. County Cooperative Extension Offices for eligible families and individuals in participating counties.

Goal: The goal of the CalFresh Nutrition Education Program is to *"improve the likelihood that persons eligible for the Supplemental Nutrition Assistance Program (SNAP) will make healthy food choices within a limited budget, and choose physically active lifestyles consistent with the current Dietary Guidelines for Americans and MyPlate."*

Purpose of agreement: This agreement is intended to ensure excellence in programming, quality and consistency in performance in all sites, and compliance with USDA policies, procedures, mandates and University of California requirements.

Specifically, we Marysville Joint Unified School District commit to each of the points listed below for the period of March 1, 2017 – June 30, 2017:


- We (Marysville Joint Unified School District) agree to support the goal of the UC CalFresh Nutrition Education Program to *"improve the likelihood that persons eligible for the Supplemental Nutrition Assistance Program (SNAP) will make healthy food choices within a limited budget, and choose physically active lifestyles consistent with the current Dietary Guidelines for Americans and MyPlate."*
- Actively implement the UC CalFresh Nutrition Education program within Marysville Joint Unified School District at eligible sites.
- Ensure teacher extenders complete and turn in approved documentation using the Nutrition Activity Reporting Form (NARF), for extending staff delivering UC CalFresh activities to meet State reporting requirements.
- Teach nutrition education and reinforce the beneficial nutrition aspects of gardening for a projected total of 56 hours (1 hour per month for schools with a PE Specialist) per year of "Extended nutrition education".
- Deliver nutrition related subject matter promoting healthy living and active lifestyles reaching approximately 5327 students within the school(s) and 56 sessions on behalf of UCCE staff/UC CalFresh during the term of this agreement in classrooms, afterschool programs and other school related events.
- Designate a staff member (e.g. principal, lead teacher) to be the contact person and work with the UCCE UC CalFresh Staff.
- Allow teacher extenders to be trained on all aspects of delivering the UC CalFresh program including but not limited to: curricula, delivery, evaluation and reporting requirements ensuring federal compliance.
- Support the CalFresh Nutrition Education Program activities by providing facilities, equipment, and potentially supplies needed to deliver the activities.

UCCE shall commit to the following Activities:

- Train Marysville Joint Unified School District teacher extenders on all aspects of delivering the UC CalFresh Nutrition Education Program including but not limited to: curricula, delivery, evaluative and reporting requirements ensuring compliance with SNAP-Ed program guidance.

5

Business Services Department

Approval: 

Date: 2/22/17

- Provide nutrition education and nutrition related subject matter to promote healthy living and active lifestyles to teacher extenders including but not limited to the following curriculum:

<input type="checkbox"/> 4-H Cooking 101	<input type="checkbox"/> EatFit	<input type="checkbox"/> Jr Master Gardeners
<input type="checkbox"/> Building a Healthy Me	<input type="checkbox"/> Eatfresh.org _____	<input type="checkbox"/> Learn! Grow! Eat! Go!
<input type="checkbox"/> CATCH Kids Club	<input type="checkbox"/> Eating Healthy From Farm to Fork	<input type="checkbox"/> Making Every Dollar Count
<input type="checkbox"/> Choice, Control and Change	<input type="checkbox"/> Eating Smart, Being Active	<input type="checkbox"/> My Amazing Body
<input type="checkbox"/> Choose Health: Food, Fun and Fitness Curriculum	<input type="checkbox"/> Exercise Your Options	<input type="checkbox"/> MyPlate for My Family Education Toolkit
<input type="checkbox"/> Connects to You! / LAH	<input type="checkbox"/> Fresh from the Garden	<input type="checkbox"/> Nutrition to Grow On
<input type="checkbox"/> Cooking Up Healthy Choices	<input type="checkbox"/> Go, Glow, Grow	<input type="checkbox"/> Nutrition Voyage: ...
<input type="checkbox"/> Coordinated Approach to Child Health	<input type="checkbox"/> Good for Me and You	<input type="checkbox"/> Plan, Shop, Save and Cook
<input type="checkbox"/> Dairy Council	<input type="checkbox"/> Great Garden Detective Adventure	<input type="checkbox"/> Power Play! School Kit (SIRK)
<input type="checkbox"/> Dig In!	<input type="checkbox"/> Grow It, Try It, Like It	<input type="checkbox"/> Serving Up MyPlate: A Yummy Curriculum
<input type="checkbox"/> Discover MyPlate	<input type="checkbox"/> Happy Healthy Me...	<input type="checkbox"/> Shaping Up My Choices
<input type="checkbox"/> Discovering Healthy Choices	<input type="checkbox"/> Healthalicious	<input type="checkbox"/> Sports, Play & Active Recreation for Kids
<input type="checkbox"/> Eat & Play Together!	<input type="checkbox"/> Healthy Choices, Healthy Me!	<input type="checkbox"/> Team Up for Good Health
<input type="checkbox"/> Eat Healthy, Be Active Community Workshops	<input type="checkbox"/> Healthy, Happy Families	<input type="checkbox"/> TWIGs
<input type="checkbox"/> Eat Smart, Live Strong	<input type="checkbox"/> Hunger Attacks/ Money Talks	
	<input type="checkbox"/> It's My Choice....Eat Right! Be Active!	

- Provide guidance / oversight to teachers extending UC CalFresh nutrition education to students and parent to ensure programmatic soundness of delivery.
- Ensure teacher extenders complete and turn in approved documentation for extending staff delivering UC CalFresh activities to meet State reporting requirements.
- Coordinate the linkage between classroom nutrition education and the beneficial nutrition aspects of gardening using UC CalFresh approved curriculum including Nutrition to Grow, Farm to Fork and Twigs curriculum.
- Promote edible garden project at various school sites as part of in-classroom nutrition education and taste testing activities.
- Organize nutrition education and food demonstrations in partnership with other organizations and farmer markets as well as volunteers to work into their nutrition education programs on the beneficial nutrition aspects of gardening.
- Evaluate the effectiveness of UC CalFresh.
- Participate when possible in school family night activities promoting nutrition education and physical activity education that include a nutrition messages.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold the Marysville Joint Unified School District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, or agents.

UCCE CalFresh Sutter-Yuba UCCE Office 149A Garden Highway Yuba City, CA 95991 and Marysville Joint Unified School District have indicated understanding of this agreement by their signatures below.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____

2/28/17
Ryan DiGiulio
Assistant Superintendent of Business
Services

**UNIVERSITY OF CALIFORNIA COOPERATIVE
EXTENSION:**

By: _____

Jona M Pressman
Name: Jona M Pressman
UCCE UC CalFresh Program Manager





CONTRACT SERVICES AGREEMENT
Educational Service – EvaluMetrics, Inc.

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 02/28/2017 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and EvaluMetrics, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 TERM: This Agreement shall have a term of **2016-2017** commencing from **February 28, 2017 – June 30, 2017**.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is see **Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **ONE THOUSAND FOUR HUNDRED SIX DOLLARS AND FIVE CENTS (\$1,406.05)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR in increments as the work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within

THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Lennie Tate (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, EvaluMetrics, Inc. to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of

competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Evalumetrics, Inc.
3145 Chadney Drive
Glendale, CA 91206

Phone: 855-952-9528

Email: howard@evalumetrics.us

DISTRICT:

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

Phone: 749-6902

Fax: 741-7893

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

- 6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

Howard Herl 1/25/17

Howard Herl
President/CEO, EvaluMetrics, Inc

Exhibit A Scope of Work

CDE Data File Submission

- State data file created and uploaded to your EvaluMetrics account prior to CDE submission deadline of June 30
- Data corrections processed at no additional charge

Pre-ID Data Processing and Reporting

- Scantrons delivered two weeks after receiving Pre-ID file
- E-templates uploaded to your account within a week
- Pre-ID files can be submitted until 100% satisfied with student demographic and teacher information

Preliminary Report and Test Data Correction Files

- Test results processed and uploaded to your account within days
- Corrections resubmitted until 100% satisfied with data

PowerPoint Presentation Charts

- District and school PowerPoint chart packets supplement your Physical Fitness Test results presentations

District, School and Teacher Reports

- Vibrant colors direct attention to the most important findings
- Teacher's reports include color-coded class roster results
- Report packets bundled by school for easy dissemination
- Reports customized with district logo

Student Reports

- PDF student reports are pre-sorted to meet district needs, either by teacher or alphabetically, and are provided at no charge
- Printed student reports and shipping for additional charge

District CD

- Contains a compilation of products, including final reports, PowerPoint presentations, and data files

Help Desk Support

- Direct toll-free phone access to Dr. Herl at 855-952-9528
- Same-day email response

Cost

- 49 cents per student for scantron processing service
- 9 cents per student for student reporting
- \$1.35 per site for school reporting
- Shipping including return labels TBD



Solution Tree Purchasing Agreement

Effective February 28, 2017, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Marysville Joint Unified School District ("Customer") located at 1919 B St., Marysville, CA, 95901 agree as follows:

1. Product Summary

- 1.1. Products:** Customer shall purchase the following Solution Tree products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	Amount
Professional Development Services	\$58,500.00
Total	\$58,500.00

2. Professional Development Services

- 2.1. Description of Services:** Solution Tree agrees to provide the services described in Exhibit A—Description of Services.
- 2.2. Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.
- 2.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment and technical support for all sessions.
- 2.4. Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.
- 2.5. Cancellation:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
- 2.6. Rescheduling:** If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

3. Payment Terms

- 3.1. Invoicing and Purchase Orders:** Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:



Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$11,700.00	Upon execution of contract
March Sessions	\$46,800.00	March 8, 2017

3.1.1. The total includes all travel, lodging, and other incidental expenses. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington, IN 47404.

4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.
- 4.2. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.
- 4.3. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.
- 4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.
- 4.5. **Offer Valid:** The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

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

Date

Shannon R. Ritz
Director of Professional Development

Solution Tree, Inc.

11/6/17
Date



Please fax or email this agreement to: **Matei Tichindelean**
Fax: (866.308.3135)
Email: matei.tichindelean@SolutionTree.com



Exhibit A

Description of Services

Exhibit A

Description of Services

SERVICE 1: Professional Learning Communities at Work™ Implementation-9 days

Date(s): 03/8-10/2017, 03/13/2017, and 03/27-31/2017

Associate: Maria Nielsen

Estimated Number of Participants: max 55 **Participant Demographics:** Leadership and Teacher Teams and Administration

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: TBD

Cost of Service: \$6,500.00 per day

Description of Service:

The professional development sessions are designed to develop the internal capacity for implementing and sustaining PLCs, with a focus on best practices for collaboration, instruction and assessment. The sessions may include monitoring of team activities, coaching for teachers and leadership teams on areas of growth, and/or focus group meetings with individuals. In these sessions participants will understand the three big ideas and the four critical questions of the PLC at Work™ model and focus on developing and/or refining practices and processes that are critical to team effectiveness and productivity. Coaching sessions will be customized to support staff in further development of PLC implementation and the work of collaborative teams. Topics covered of the course of the coaching sessions may include, but are not limited to:

- Professional Learning Communities
- Creating a Collaborative Culture
- Common Assessments
- SMART Goals
- Data Analysis
- Pyramid of Interventions/RTI
- Essential Learnings by Subject Area
- Formative Classroom Assessments



Solution Tree

CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: Lennie Tate
Title: Executive Director of ED Services
Phone: 530-749-6902
E-mail: LTate@mj450.com
Fax: 530-741-7893

Who will receive and pay the invoices?

Contact: Shelly Arranguin
Title: Secretary IT
Phone: 530-749-6159
E-mail: Sarranguin@mj450.com
Fax: 530-741-7893



CONTRACT SERVICES AGREEMENT
Educational Services – MCGRAW-HILL SCHOOL EDUCATION LLC

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 2/28/2017 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and MCGRAW-HILL SCHOOL EDUCATION LLC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 TERM: This Agreement shall have a term of **2016-2017** commencing from March 1, 2017 to June 30, 2017

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is see **Exhibit A.** (hereinafter, the "**Approved Rate Schedule**").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **SIXTY FIVE THOUSAND DOLLARS AND NO CENTS (\$65,000.00)** (hereinafter, the "**Not-to-Exceed Sum**"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-FIVE (45)** calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts

included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. This does not include any materials created by the CONTRACTOR, not specifically for the DISTRICT under this Agreement all rights are retained by the CONTRACTOR. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, ~~less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.~~

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Lennie Tate (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Shelley Manweller to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. Notwithstanding the foregoing, this Agreement may be assigned by the CONTRACTOR to an affiliate or in connection with a merger, consolidation, or sale of substantially all assets, without consent of DISTRICT. *mpo*
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner,

nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial

well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.

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

~~4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.~~ *AK PW*

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers. In no event shall either Party be liable to the other Party (or to any other person claiming rights derived from such party's rights) for consequential, incidental, indirect, punitive or exemplary damages of any kind (including without limitation lost revenues or profits, loss of use, loss of cost or other savings, loss of goodwill or reputation) or loss of data with respect to any claims based on contract, tort or otherwise (including negligence and strict liability) arising from or relating to the solution, the materials or otherwise arising from or relating to this Agreement, regardless of whether such protected entity was advised, had other reason to know, or in fact knew of the possibility thereof. MHE's maximum liability arising from or relating to the solution, the materials or otherwise arising from or relating to this agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed the amounts paid by DISTRICT to CONTRACTOR hereunder. To the extent the foregoing exclusion of liability is not permitted under applicable law, CONTRACTOR's liability in such case will be limited to the greatest extent permitted by law. *mm*
- 4.5 ~~CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all THIRD PARTY claims and losses, costs or expenses for any damages due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.~~ *mm*
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section. This does not include any materials created by the CONTRACTOR, not specifically for the DISTRICT under this Agreement all rights are retained by the CONTRACTOR. *mm*
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the

Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement ~~to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement;~~ or *MP*
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all reasonable legal fees plus other reasonable costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement. *MP*

G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement SPECIFICALLY FOR DISTRICT'S OWNERSHIP and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. ~~CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.~~ Notwithstanding anything herein to the contrary, for clarification, it is understood that excluded are any materials or content previously created by or for Contractor prior to the Contract or otherwise any of Contractor's materials or content not created specifically for the County under this Contract,

including any revisions and other derivative works or materials thereof (collectively, the "Contractor-Owned Materials"). The Contractor-Owned Materials shall be and remain the property of the Contractor and all rights, including without limitation, copyright, trade secret rights and patent rights, in and to the Contractor-Owned Material are and shall be and remain the sole property of the Contractor. m PD

6.1 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.2 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. ~~CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils.~~ CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives. m PD

6.3 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.4 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.5 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

McGraw-Hill School Education LLC
8787 Orion Place
Columbus, OH 43240
Attn: Bids and Contracts

Phone: 614-430-4434

Fax: 614-430-4467

Email: BidsandContracts@mheducation.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

- 6.6 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.7 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.8 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.9 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.11 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.12 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.13 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.14 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.16 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.17 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.18 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.19 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.20 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.21 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

By: *Sandra Schultz* 2/23/2017

Name: Sandra Schultz

Title: Director, Finance

Exhibit A
Scope of Work

Professional Development @ \$2,500 per day for 26 days.

Professional Development training includes providing model lessons with pre- and post-briefings:

The primary focus of these professional development days is for Educational Consultants to model instruction of a Day 1 CA Wonders lesson at each grade level. It is understood that CA Wonders lessons includes many opportunities for customization based on data-driven decision making. Therefore, CA Wonders lessons look different in each classroom based on student needs. Educational Consultants will conduct a pre-brief meeting with teachers to follow-up on completed teacher surveys, discuss expected outcomes, and ask questions about classroom routines and technology. The model lessons will be followed by a debrief opportunity for teachers to ask questions and Educational Consultants to clarify choices, purpose, and content.

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2016/17 SCHOOL YEAR

DISTRICT NAME: MARYSVILLE JOINT UNIFIED

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive Cal-SCHLS data system, developed by WestEd under contract with the California Department of Education. Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your Cal-SCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades ⁷ through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer ~~the elementary survey to elementary students, and the secondary Core survey to secondary students.~~
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.

- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.
 - Submit completed answer sheets and materials to your Regional Center.
 - Cal-SCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- ~~Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.~~
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all Cal-SCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2016-2017 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and copies of the survey booklets.
- Access to the Cal-SCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the Cal-SCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the Cal-SCHLS surveys only for use in its own districts, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all Cal-SCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on March 1, 2017 and expires on August 31, 2017.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

school climate health & learning

CALIFORNIA SURVEY SYSTEM

District

Survey Administration Fees 2016-2017

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free Cal-SCHLS Helpline at (888) 841.7536

CHKS

Survey fee	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Custom Module	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$100 each, comprehensive middle/high schools only
Raw data (LEAs)	\$75 per data set
Raw data (non-LEAs)	\$500 per data set
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS

Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Raw data (LEAs)	\$75 per data set
Raw data (non-LEAs)	\$500 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS

Survey fee (Includes online English/Spanish surveys)	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Printing fee	\$0.45 per paper copy ordered
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
Raw Data (LEAs)	\$75 per data set
Raw Data (non-LEAs)	\$500 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

WestEd Staff:

Signature

Printed name

Date

District Representative:

Signature

Printed name

Date

Core Module

Middle School Questionnaire

2016-2017

This survey asks about your behavior, experiences, and attitudes related to your school, health, and well-being. It includes questions about use of alcohol, tobacco, and other drugs, and about bullying and violence.

You do not have to answer these questions, but your answers will be very helpful in improving school and health programs. **You will be able to answer** whether or not you have done or experienced any of these things.

Please do not write your name on this form or the answer sheet. Do not identify yourself in any other way.

Please mark all of your answers on the answer sheet. Fill in the bubbles neatly with a **#2 pencil**. Do not write on the questionnaire. Mark only one answer unless told to ***“Mark All That Apply.”***

This survey asks about things you may have done during different periods of time, such as during your **lifetime** (you ever did something), or the past **12 months**, or **30 days**. Each provides different information. Please pay careful attention to these time periods.

Thank you for taking this survey!

Core Module

Begin by writing your school's name at the top of the answer sheet.

1. Fill in the bubble for the letter "M."
2. Fill in the bubble for the letter "J."

Next, we would like some background information about you.

3. What is your sex?
A) Male
B) Female
4. What grade are you in?
A) 6th grade
B) 7th grade
C) 8th grade
D) 9th grade
E) 10th grade
F) 11th grade
G) 12th grade
H) Other grade
I) Ungraded
5. Are you of Hispanic or Latino origin?
A) No
B) Yes
6. What is your race?
A) American Indian or Alaska Native
B) Asian
C) Black or African American
D) Native Hawaiian or Pacific Islander
E) White
F) Mixed (two or more) races

Core Module

7. If you are Asian or Pacific Islander, which groups best describe you? (*Mark All That Apply.*)
If you are not of Asian/Pacific Islander background, mark "A) Does not apply."
- | | |
|---|--|
| A) Does not apply; I am not Asian or Pacific Islander | H) Korean |
| B) Asian Indian | I) Laotian |
| C) Cambodian | J) Vietnamese |
| D) Chinese | K) Native Hawaiian, Guamanian, Samoan, Tahitian, or other Pacific Islander |
| E) Filipino | L) Other Asian |
| F) Hmong | |
| G) Japanese | |
8. What best describes where you live? A home includes a house, apartment, trailer, or mobile home.
- | | |
|--|---|
| A) A home with one or more parents or guardian | F) Hotel or motel |
| B) Other relative's home | G) Shelter, car, campground, or other transitional or temporary housing |
| C) A home with more than one family | H) Other living arrangement |
| D) Friend's home | |
| E) Foster home, group care, or waiting placement | |
9. What is the highest level of education your parents or guardians completed? (*Mark the educational level of the parent or guardian who went the furthest in school.*)
- A) Did not finish high school
 - B) Graduated from high school
 - C) Attended college but did not complete four-year degree
 - D) Graduated from college
 - E) Don't know
10. Do you receive free or reduced-price lunches at school? (*Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.*)
- A) No
 - B) Yes
 - C) Don't know
11. In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?
- A) No
 - B) Yes
 - C) Don't know

Core Module

12. What language is spoken most of the time in your home?

- | | |
|--------------|---------------|
| A) English | F) Tagalog |
| B) Spanish | G) Vietnamese |
| C) Mandarin | H) Korean |
| D) Cantonese | I) Other |
| E) Taiwanese | |

How well do you understand, speak, read, and write English?

	Very Well	Well	Not Well	Not At All
13. Understand English	A	B	C	D
14. Speak English	A	B	C	D
15. Read English	A	B	C	D
16. Write English	A	B	C	D

17. How many days a week do you usually go to your school's after school program?

- | | |
|-----------|-----------|
| A) 0 days | E) 4 days |
| B) 1 day | F) 5 days |
| C) 2 days | |
| D) 3 days | |

18. During the past 12 months, how would you describe the grades you mostly received in school?

- | | |
|----------------|----------------|
| A) Mostly A's | E) Mostly C's |
| B) A's and B's | F) C's and D's |
| C) Mostly B's | G) Mostly D's |
| D) B's and C's | H) Mostly F's |

19. During the past 12 months, about how many times did you skip school or cut classes?

- | | |
|----------------|--------------------------|
| A) 0 times | D) Once a month |
| B) 1-2 times | E) Once a week |
| C) A few times | F) More than once a week |

Core Module

20. In the past 30 days, did you miss school for any of the following reasons? (*Mark All That Apply.*)
- | | |
|---|---|
| A) Does not apply; I didn't miss any school | H) Wanted to spend time with friends who don't go to your school |
| B) Illness (feeling physically sick), including problems with breathing or your teeth | I) Wanted to use alcohol or drugs |
| C) Felt very sad, hopeless, anxious, stressed, or angry | J) Were behind in schoolwork or weren't prepared for a test or class assignment |
| D) Didn't get enough sleep | K) Were bored with or uninterested in school |
| E) Didn't feel safe at school | L) Were suspended |
| F) Had to work | M) Other reason |
| G) Had to take care of or help a family member or friend | |

How strongly do you agree or disagree with the following statements?

		Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
21.	I feel close to people at this school.	A	B	C	D	E
22.	I am happy to be at this school.	A	B	C	D	E
23.	I feel like I am part of this school.	A	B	C	D	E
24.	The teachers at this school treat students fairly.	A	B	C	D	E
25.	I feel safe in my school.	A	B	C	D	E
26.	My school is usually clean and tidy.	A	B	C	D	E
27.	Teachers at this school communicate with parents about what students are expected to learn in class.	A	B	C	D	E
28.	Parents feel welcome to participate at this school.	A	B	C	D	E
29.	School staff takes parent concerns seriously.	A	B	C	D	E
30.	I try hard to make sure that I am good at my schoolwork.	A	B	C	D	E
31.	I try hard at school because I am interested in my work.	A	B	C	D	E
32.	I work hard to try to understand new things at school.	A	B	C	D	E
33.	I am always trying to do better in my schoolwork.	A	B	C	D	E

Core Module

Please mark on your answer sheet how TRUE you feel each of the following statements is about your SCHOOL and things you might do there.

At my school, there is a teacher or some other adult ...

	Not At All True	A Little True	Pretty Much True	Very Much True
34. who really cares about me.	A	B	C	D
35. who tells me when I do a good job.	A	B	C	D
36. who notices when I'm not there.	A	B	C	D
37. who always wants me to do my best.	A	B	C	D
38. who listens to me when I have something to say.	A	B	C	D
39. who believes that I will be a success.	A	B	C	D

At school, ...

	Not At All True	A Little True	Pretty Much True	Very Much True
40. I do interesting activities.	A	B	C	D
41. I help decide things like class activities or rules.	A	B	C	D
42. I do things that make a difference.	A	B	C	D

Core Module

The next questions ask about the use of alcohol, tobacco, marijuana, and other drugs, including pills or medications, to get “high” or for reasons other than medical (*without a doctor’s order*).

Keep the following definitions in mind:

- **One drink of ALCOHOL**, or alcoholic drink (beverage), means one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor.
- Questions about alcohol do **not** include drinking a few sips of wine for religious purposes.
- **DRUG** means any substance other than alcohol or tobacco, including pills and medications, used to get “high” (“loaded,” “stoned,” or “wasted”) or for purposes other than prescribed by a doctor.

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
43.	A cigarette, even one or two puffs	A	B	C	D	E	F
44.	A whole cigarette	A	B	C	D	E	F
45.	Smokeless tobacco (dip, chew, or snuff)	A	B	C	D	E	F
46.	Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens	A	B	C	D	E	F
47.	One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)	A	B	C	D	E	F
48.	Marijuana (pot, weed, grass, hash, bud)	A	B	C	D	E	F
49.	Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D	E	F
50.	Derbisol (DB, derbs, dirt)	A	B	C	D	E	F
51.	Any other drug, pill, or medicine to get “high” or for other than medical reasons	A	B	C	D	E	F

Core Module

During your life, how many times have you been ...

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4-6 Times	7 or More Times
52.	very drunk or sick after drinking alcohol?	A	B	C	D	E	F
53.	"high" (loaded, stoned, or wasted) from using drugs?	A	B	C	D	E	F
54.	drunk on alcohol or "high" on drugs <u>on school property</u> ?	A	B	C	D	E	F

During the past 30 days, on how many days did you use ...

		0 Days	1 Day	2 Days	3-9 Days	10-19 Days	20-30 Days
55.	cigarettes?	A	B	C	D	E	F
56.	smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
57.	electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
58.	at least one drink of alcohol?	A	B	C	D	E	F
59.	five or more drinks of alcohol in a row, that is, within a couple of hours?	A	B	C	D	E	F
60.	marijuana (pot, weed, grass, hash, bud)?	A	B	C	D	E	F
61.	inhalants (things you sniff, huff, or breathe to get "high")?	A	B	C	D	E	F
62.	any other drug, pill, or medicine to get "high" or for other than medical reasons?	A	B	C	D	E	F

During the past 30 days, on how many days on school property did you ...

		0 Days	1 Day	2 Days	3-9 Days	10-19 Days	20-30 Days
63.	smoke cigarettes?	A	B	C	D	E	F
64.	use smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
65.	use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
66.	have at least one drink of alcohol?	A	B	C	D	E	F
67.	smoke marijuana?	A	B	C	D	E	F
68.	use any other drug, pill, or medicine to get "high" or for other than medical reasons?	A	B	C	D	E	F

Core Module

How much do people risk harming themselves physically and in other ways when they do the following?

		How Much Risk or Harm			
		Great	Moderate	Slight	None
69.	Smoke cigarettes occasionally	A	B	C	D
70.	Smoke 1–2 packs of cigarettes each day	A	B	C	D
71.	Drink alcohol occasionally	A	B	C	D
72.	Have five or more drinks of an alcoholic beverage once or twice a week	A	B	C	D
73.	Smoke marijuana occasionally	A	B	C	D
74.	Smoke marijuana once or twice a week	A	B	C	D

How difficult is it for students in your grade to get any of the following substances if they really want them?

		Very Difficult	Fairly Difficult	Fairly Easy	Very Easy	Don't Know
75.	Cigarettes	A	B	C	D	E
76.	Alcohol	A	B	C	D	E
77.	Marijuana	A	B	C	D	E

78. In your life, how many times have you ridden in a car driven by someone who had been drinking alcohol?

- A) Never
- B) 1 time
- C) 2 times
- D) 3 to 6 times
- E) 7 or more times

Next are questions about violence, safety, harassment, & bullying on school property.

79. How safe do you feel when you are at school?

- A) Very safe
- B) Safe
- C) Neither safe nor unsafe
- D) Unsafe
- E) Very unsafe

Core Module

80. In a normal week, how many days are you home after school for at least one hour without an adult there?

- A) Never
- B) 1 day
- C) 2 days
- D) 3 days
- E) 4 days
- F) 5 days

During the past 12 months, how many times on school property have you ...

		Happened on School Property			
		0 Times	1 Time	2 to 3 Times	4 or More Times
81.	been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?	A	B	C	D
82.	been afraid of being beaten up?	A	B	C	D
83.	been in a physical fight?	A	B	C	D
84.	had mean rumors or lies spread about you?	A	B	C	D
85.	had sexual jokes, comments, or gestures made to you?	A	B	C	D
86.	been made fun of because of your looks or the way you talk?	A	B	C	D
87.	had your property stolen or deliberately damaged, such as your car, clothing, or books?	A	B	C	D
88.	been offered, sold, or given an illegal drug?	A	B	C	D
89.	damaged school property on purpose?	A	B	C	D
90.	carried a gun?	A	B	C	D
91.	carried any other weapon (such as a knife or club)?	A	B	C	D
92.	been threatened or injured with a weapon (gun, knife, club, etc.)?	A	B	C	D
93.	seen someone carrying a gun, knife, or other weapon?	A	B	C	D
94.	been threatened with harm or injury?	A	B	C	D
95.	been made fun of, insulted, or called names?	A	B	C	D

Core Module

During the past **12 months**, how many times on school property were you harassed or bullied for any of the following reasons? [You were **bullied** if you were shoved, hit, threatened, called mean names, teased, or had other unpleasant physical or verbal things done to you repeatedly or in a severe way. It is **not bullying** when two students of about the same strength quarrel or fight.]

		0 Times	1 Time	2 to 3 Times	4 or More Times
96.	Your race, ethnicity, or national origin	A	B	C	D
97.	Your religion	A	B	C	D
98.	Your gender (being male or female)	A	B	C	D
99.	Because you are gay or lesbian or someone thought you were	A	B	C	D
100.	A physical or mental disability	A	B	C	D
101.	Any other reason	A	B	C	D
102.	During the past 12 months , how many times did other students spread mean rumors or lies about you on the internet (i.e., Facebook™, Instagram™, Snapchat™, email, instant message)?				
	A) 0 times (never)				
	B) 1 time				
	C) 2–3 times				
	D) 4 or more times				
103.	Do you consider yourself a member of a gang?				
	A) No				
	B) Yes				
104.	During the past 12 months , did you ever feel so sad or hopeless almost everyday for two weeks or more that you stopped doing some usual activities?				
	A) No				
	B) Yes				
105.	Did you eat breakfast today?				
	A) No				
	B) Yes				
106.	How many questions in this survey did you answer honestly?				
	A) All of them				
	B) Most of them				
	C) Only some of them				
	D) Hardly any				

Core Module

107. Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?
- A) No
 - B) Yes
 - C) Don't know
108. Which of the following best describes you? *(Mark All That Apply.)*
- A) Heterosexual (straight)
 - B) Gay or Lesbian
 - C) Bisexual
 - D) Transgender
 - E) Not sure
 - F) Decline to respond
-

**CONSENT FOR THE CALIFORNIA HEALTHY KIDS SURVEY
2016-17 SCHOOL YEAR**

Dear Parent or Guardian:

Your child is being asked to be a part of our school's California Healthy Kids Survey (CHKS) sponsored by the California Department of Education. This is a very important survey that will help promote better health and wellbeing among our youth, improve the school learning environment and combat problems such as drug abuse and violence. *Your child does not have to take the survey. If you do not want your child to complete the survey, you must notify your school.*

Survey Content. The survey gathers information on developmental supports provided to youth; school connectedness and barriers to learning; school safety; and health-related concerns such as physical activity and nutritional habits; alcohol, tobacco and other drug use; and risk of depression and suicide and perceived sexual orientation.

The results from this survey are compiled into district and county-level CHKS Reports. To view a copy of your district's Report go to <http://chks.wested.org/reports/search> (Outside Source) and type in the district name.

It is Voluntary. Students who, with your permission, agree to participate do not have to answer any questions they do not want to answer, and may stop taking the survey at any time.

It is Anonymous. No names are recorded or attached to the survey forms or data. The results will be made available for analysis only under strict confidentiality controls.

Administration. The survey will be administered between March 15, 2017-April 15, 2017. It will take about one class period to complete (about 50 minutes) and will be administered in your child's English or PE class.

Potential Risks. There are no known risks of physical harm to your child. Risks of psychological or social harm are very small. None have been reported in 14 years of survey administration. In rare instances, some discomfort might be experienced from the questions. The school's counseling services will be available to answer any personal questions that may materialize.

For Further Information. The survey was developed by WestEd, a public, non-profit educational institution. If you have any questions about this survey, or about your rights, call Jolie Carreón, Director of Student Discipline & Attendance at 530-749-6901.

If you do not want your child to participate, please complete the bottom portion of this form and turn it into the school office.

CHKS Withdrawal Form

By returning this form, I **do not give permission** for my child to be in the California Healthy Kids Survey.

(Please Print) My child's name is: _____ Grade: _____

School: _____

Signature: _____ Date: _____

**Consentimiento para la encuesta California Healthy Kids Survey (CHKS)
Año escolar 2016-17**

Estimado padre, madre o tutor:

Le estamos pidiendo a su hijo(a) que participe de la encuesta California Healthy Kids Survey (CHKS) que realiza nuestra escuela y que está patrocinada por el Departamento de Educación de California. Es una encuesta muy importante que ayudará a fomentar una mejor calidad de la salud y el bienestar de nuestros jóvenes, mejorará el ambiente de aprendizaje en la escuela y combatirá problemas como el abuso de drogas y la violencia. *Su hijo(a) no tiene obligación de participar en esta encuesta. La participación es voluntaria y requiere su autorización.*

Contenido de la encuesta. La encuesta recopila información sobre la ayuda que se proporciona a los jóvenes durante su desarrollo; el vínculo con la escuela y los obstáculos en el aprendizaje; la seguridad escolar; y los temas que causan preocupación sobre la salud, tales como la actividad física y los hábitos de nutrición; el consumo de alcohol, tabaco y otras drogas y los riesgos de la depresión y el suicidio y la orientación sexual percibida.

Los resultados de esta encuesta se recopilan en informes de la encuesta CHKS a nivel del distrito y del condado. Para ver una copia del informe del distrito, visite <http://chks.wested.org/reports/search> (una fuente externa) y ponga el nombre del distrito.

~~Es voluntaria. Los estudiantes que estén de acuerdo en participar, con su permiso, no tienen que responder ninguna~~
pregunta que no quieran responder y pueden dejar de participar en cualquier momento.

Es anónima. No se registrará ni se relacionará ningún nombre a los formularios (o formas) ni a los datos de la encuesta. Los resultados estarán disponibles para su análisis sólo bajo estrictos controles de confidencialidad.

Administración. La encuesta se llevará a cabo el 15 de marzo al 15 de abril. El tiempo que se necesita para completar la encuesta es aproximadamente un período de clases (alrededor de 50 minutos), y se realizará en la clase de inglés/salud/educación física del niño(a).

Riesgos posibles. No se conocen riesgos de daño físico para el niño(a). Los riesgos de que se produzcan daños sociales o psicológicos son muy pocos. En los 14 años en que se viene realizando la encuesta, nunca se reportó ningún caso. En muy pocas ocasiones, los participantes se pudieron haber sentido incómodos por las preguntas. Los servicios de asesoramiento de la escuela estarán disponibles para responder cualquier pregunta personal que pueda surgir.

Para más información. Esta encuesta fue desarrollada por WestEd, una institución educativa pública sin fines de lucro. Si tiene alguna pregunta con respecto a esta encuesta, o sobre sus derechos, llame al distrito y comuníquese con Jolie Carreón, Directora de Disciplina Estudiantil & Asistencia al (530)749-6901.

Si usted no quiere que su hijo(a) participen, por favor regrese el formulario de abajo a la oficina de su escuela.

Formulario CHKS para retirar la participación de su hijo(a)

Al regresar este formulario, yo **no autorizo** a que mi hijo(a) participe en la encuesta California Healthy Kids Survey.

El nombre de mi hijo(a) es: _____
(Escriba el nombre en letra de molde)

Grado: _____

Escuela: _____

Firma: _____

Fecha: _____

54

Core Module

High School Questionnaire

2016-2017

This survey asks about your behavior, experiences, and attitudes related to your school, health, and well-being. It includes questions about use of alcohol, tobacco, and other drugs, and about bullying and violence.

You do not have to answer these questions, but your answers will be very helpful in improving school and health programs. **You will be able to answer** whether or not you have done or experienced any of these things.

Please do not write your name on this form or the answer sheet. Do not identify yourself in any other way.

Please mark all of your answers on the answer sheet. Fill in the bubbles neatly with a **#2 pencil**. Do not write on the questionnaire. Mark only one answer unless told to ***“Mark All That Apply.”***

This survey asks about things you may have done during different periods of time, such as during your **lifetime** (you ever did something), or the past **12 months**, or **30 days**. Each provides different information. Please pay careful attention to these time periods.

Thank you for taking this survey!

Core Module

Begin by writing your school's name at the top of the answer sheet.

1. Fill in the bubble for the letter "H."
2. Fill in the bubble for the letter "J."

Next, we would like some background information about you.

3. What is your sex?
 - A) Male
 - B) Female
4. What grade are you in?

A) 6th grade	F) 11th grade
B) 7th grade	G) 12th grade
C) 8th grade	H) Other grade
D) 9th grade	I) Ungraded
E) 10th grade	
5. Are you of Hispanic or Latino origin?
 - A) No
 - B) Yes
6. What is your race?

A) American Indian or Alaska Native	D) Native Hawaiian or Pacific Islander
B) Asian	E) White
C) Black or African American	F) Mixed (two or more) races

Core Module

7. If you are Asian or Pacific Islander, which groups best describe you? *(Mark All That Apply.)*
If you are **not** of Asian/Pacific Islander background, mark "A) Does not apply."
- | | |
|---|--|
| A) Does not apply; I am not Asian or Pacific Islander | H) Korean |
| B) Asian Indian | I) Laotian |
| C) Cambodian | J) Vietnamese |
| D) Chinese | K) Native Hawaiian, Guamanian, Samoan, Tahitian, or other Pacific Islander |
| E) Filipino | L) Other Asian |
| F) Hmong | |
| G) Japanese | |
8. What best describes where you live? A home includes a house, apartment, trailer, or mobile home.
- | | |
|--|---|
| A) A home with one or more parents or guardian | E) Foster home, group care, or waiting placement |
| B) Other relative's home | F) Hotel or motel |
| C) A home with more than one family | G) Shelter, car, campground, or other transitional or temporary housing |
| D) Friend's home | H) Other living arrangement |
9. What is the highest level of education your parents or guardians completed? *(Mark the educational level of the parent or guardian who went the furthest in school.)*
- | | |
|---|---------------------------|
| A) Did not finish high school | D) Graduated from college |
| B) Graduated from high school | E) Don't know |
| C) Attended college but did not complete four-year degree | |
10. Do you receive free or reduced-price lunches at school? *(Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.)*
- A) No
B) Yes
C) Don't know
11. In the past **three years**, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?
- A) No
B) Yes
C) Don't know

Core Module

12. What language is spoken most of the time in your home?

- | | |
|--------------|---------------|
| A) English | F) Tagalog |
| B) Spanish | G) Vietnamese |
| C) Mandarin | H) Korean |
| D) Cantonese | I) Other |
| E) Taiwanese | |

How well do you understand, speak, read, and write English?

	Very Well	Well	Not Well	Not At All
13. Understand English	A	B	C	D
14. Speak English	A	B	C	D
15. Read English	A	B	C	D
16. Write English	A	B	C	D

17. How many days a week do you usually go to your school's after school program?

- | | |
|-----------|-----------|
| A) 0 days | E) 4 days |
| B) 1 day | F) 5 days |
| C) 2 days | |
| D) 3 days | |

18. During the past 12 months, how would you describe the grades you mostly received in school?

- | | |
|----------------|----------------|
| A) Mostly A's | E) Mostly C's |
| B) A's and B's | F) C's and D's |
| C) Mostly B's | G) Mostly D's |
| D) B's and C's | H) Mostly F's |

19. During the past 12 months, about how many times did you skip school or cut classes?

- | | |
|----------------|--------------------------|
| A) 0 times | D) Once a month |
| B) 1–2 times | E) Once a week |
| C) A few times | F) More than once a week |

Core Module

20. In the past 30 days, did you miss school for any of the following reasons? (*Mark All That Apply.*)

- | | |
|---|---|
| A) Does not apply, I didn't miss any school | H) Wanted to spend time with friends who don't go to your school |
| B) Illness (feeling physically sick), including problems with breathing or your teeth | I) Wanted to use alcohol or drugs |
| C) Felt very sad, hopeless, anxious, stressed, or angry | J) Were behind in schoolwork or weren't prepared for a test or class assignment |
| D) Didn't get enough sleep | K) Were bored with or uninterested in school |
| E) Didn't feel safe at school | L) Were suspended |
| F) Had to work | M) Other reason |
| G) Had to take care of or help a family member or friend | |

How strongly do you agree or disagree with the following statements?

		Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
21.	I feel close to people at this school.	A	B	C	D	E
22.	I am happy to be at this school.	A	B	C	D	E
23.	I feel like I am part of this school.	A	B	C	D	E
24.	The teachers at this school treat students fairly.	A	B	C	D	E
25.	I feel safe in my school.	A	B	C	D	E
26.	My school is usually clean and tidy.	A	B	C	D	E
27.	Teachers at this school communicate with parents about what students are expected to learn in class.	A	B	C	D	E
28.	Parents feel welcome to participate at this school.	A	B	C	D	E
29.	School staff takes parent concerns seriously.	A	B	C	D	E
30.	I try hard to make sure that I am good at my schoolwork.	A	B	C	D	E
31.	I try hard at school because I am interested in my work.	A	B	C	D	E
32.	I work hard to try to understand new things at school.	A	B	C	D	E
33.	I am always trying to do better in my schoolwork.	A	B	C	D	E

Core Module

Please mark on your answer sheet how TRUE you feel each of the following statements is about your SCHOOL and things you might do there.

At my school, there is a teacher or some other adult...

	Not At All True	A Little True	Pretty Much True	Very Much True
34. who really cares about me.	A	B	C	D
35. who tells me when I do a good job.	A	B	C	D
36. who notices when I'm not there.	A	B	C	D
37. who always wants me to do my best.	A	B	C	D
38. who listens to me when I have something to say.	A	B	C	D
39. who believes that I will be a success.	A	B	C	D

At school, ...

	Not At All True	A Little True	Pretty Much True	Very Much True
40. I do interesting activities.	A	B	C	D
41. I help decide things like class activities or rules.	A	B	C	D
42. I do things that make a difference.	A	B	C	D

Core Module

The next questions ask about the use of alcohol, tobacco, marijuana, and other drugs, including pills or medications, to get “high” or for reasons other than medical (*without a doctor’s order*).

Keep the following definitions in mind:

- **One drink of ALCOHOL**, or alcoholic drink (beverage), means one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor.
- Questions about alcohol do **not** include drinking a few sips of wine for religious purposes.
- **DRUG** means any substance other than alcohol or tobacco, including pills and medications, used to get “high” (“loaded,” “stoned,” or “wasted”) or for purposes other than prescribed by a doctor.

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
43.	A whole cigarette	A	B	C	D	E	F
44.	Smokeless tobacco (dip, chew, or snuff)	A	B	C	D	E	F
45.	Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens	A	B	C	D	E	F
46.	One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)	A	B	C	D	E	F
47.	Marijuana (pot, weed, grass, hash, bud)	A	B	C	D	E	F
48.	Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D	E	F
49.	Cocaine, Methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)	A	B	C	D	E	F
50.	Derbisol (DB, derbs, dirt)	A	B	C	D	E	F
51.	Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms)	A	B	C	D	E	F
52.	Prescription pain medication (Vicodin™, OxyContin™, Percodan™, Lortab™), tranquilizers, or sedatives (Xanax™, Ativan™)	A	B	C	D	E	F
53.	Diet Pills (Didrex, Dexedrine, Zinadrine, Skittles, M&M’s)	A	B	C	D	E	F
54.	Ritalin™ or Adderall™ (JIE, R-ball, Skippy) or other prescription stimulant	A	B	C	D	E	F

Core Module

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4-6 Times	7 or More Times
55.	Cold/Cough Medicines (Triple-C's, Coricidin Cough, Sudafed, TheraFlu, Tylenol Cough) or other over-the-counter medicines	A	B	C	D	E	F
56.	Any other drug, pill, or medicine to get "high" or for other than medical reasons	A	B	C	D	E	F

During your life, how many times have you been ...

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4-6 Times	7 or More Times
57.	very drunk or sick after drinking alcohol?	A	B	C	D	E	F
58.	"high" (loaded, stoned, or wasted) from using drugs?	A	B	C	D	E	F
59.	drunk on alcohol or "high" on drugs <u>on school property</u> ?	A	B	C	D	E	F

During the past 30 days, on how many days did you use ...

		0 Days	1 Day	2 Days	3-9 Days	10-19 Days	20-30 Days
60.	cigarettes?	A	B	C	D	E	F
61.	smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
62.	electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
63.	at least one drink of alcohol?	A	B	C	D	E	F
64.	five or more drinks of alcohol in a row, that is, within a couple of hours?	A	B	C	D	E	F
65.	marijuana (pot, weed, grass, hash, bud)?	A	B	C	D	E	F
66.	inhalants (things you sniff, huff, or breathe to get "high")?	A	B	C	D	E	F
67.	prescription medications to get "high" or for reasons other than prescribed (such as Vicodin™, OxyContin™, Percodan™, Ritalin™, Adderall™, Xanax™)?	A	B	C	D	E	F
68.	any other drug, pill, or medicine to get "high" or for other than medical reasons?	A	B	C	D	E	F
69.	two or more substances at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?	A	B	C	D	E	F

Core Module

During the past 30 days, on how many days on school property did you ...

		0 Days	1 Day	2 Days	3 – 9 Days	10 – 19 Days	20 – 30 Days
70.	smoke cigarettes?	A	B	C	D	E	F
71.	use smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
72.	use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
73.	have at least one drink of alcohol?	A	B	C	D	E	F
74.	smoke marijuana?	A	B	C	D	E	F
75.	use any other drug, pill, or medicine to get “high” or for other than medical reasons?	A	B	C	D	E	F

How much do people risk harming themselves physically and in other ways when they do the following?

		Great	How Much Risk or Harm		None
			Moderate	Slight	
76.	Smoke cigarettes occasionally	A	B	C	D
77.	Smoke 1–2 packs of cigarettes each day	A	B	C	D
78.	Drink alcohol occasionally	A	B	C	D
79.	Have five or more drinks of an alcoholic beverage once or twice a week	A	B	C	D
80.	Smoke marijuana occasionally	A	B	C	D
81.	Smoke marijuana once or twice a week	A	B	C	D

How difficult is it for students in your grade to get any of the following substances if they really want them?

		Very Difficult	Fairly Difficult	Fairly Easy	Very Easy	Don't Know
82.	Cigarettes	A	B	C	D	E
83.	Alcohol	A	B	C	D	E
84.	Marijuana	A	B	C	D	E

How many times have you tried to quit or stop using ...

		Does Not Apply, Don't Use	0 Times	1 Time	2–3 Times	4 or More Times
85.	cigarettes?	A	B	C	D	E
86.	alcohol?	A	B	C	D	E
87.	marijuana?	A	B	C	D	E

Core Module

88. During your life, how many times have you ever driven a car when you had been drinking alcohol, or been in a car driven by a friend when he or she had been drinking?

A) Never
 B) 1 time
 C) 2 times
 D) 3 to 6 times
 E) 7 or more times

Next are questions about violence, safety, harassment, & bullying
 on school property.

89. How safe do you feel when you are at school?

A) Very safe
 B) Safe
 C) Neither safe nor unsafe
 D) Unsafe
 E) Very unsafe

During the past 12 months, how many times on school property have you ...

		Happened on School Property			
		0 Times	1 Time	2 to 3 Times	4 or More Times
90.	been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?	A	B	C	D
91.	been afraid of being beaten up?	A	B	C	D
92.	been in a physical fight?	A	B	C	D
93.	had mean rumors or lies spread about you?	A	B	C	D
94.	had sexual jokes, comments, or gestures made to you?	A	B	C	D
95.	been made fun of because of your looks or the way you talk?	A	B	C	D
96.	had your property stolen or deliberately damaged, such as your car, clothing, or books?	A	B	C	D
97.	been offered, sold, or given an illegal drug?	A	B	C	D
98.	damaged school property on purpose?	A	B	C	D
99.	carried a gun?	A	B	C	D
100.	carried any other weapon (such as a knife or club)?	A	B	C	D
101.	been threatened or injured with a weapon (gun, knife, club, etc.)?	A	B	C	D
102.	seen someone carrying a gun, knife, or other weapon?	A	B	C	D
103.	been threatened with harm or injury?	A	B	C	D
104.	been made fun of, insulted, or called names?	A	B	C	D

CH

Core Module

During the past **12 months**, how many times **on school property** were you harassed or bullied for any of the following reasons? [You were **bullied** if you were shoved, hit, threatened, called mean names, teased, or had other unpleasant physical or verbal things done to you repeatedly or in a severe way. It is **not bullying** when two students of about the same strength quarrel or fight.]

		0 Times	1 Time	2 to 3 Times	4 or More Times
105.	Your race, ethnicity, or national origin	A	B	C	D
106.	Your religion	A	B	C	D
107.	Your gender (being male or female)	A	B	C	D
108.	Because you are gay or lesbian or someone thought you were	A	B	C	D
109.	A physical or mental disability	A	B	C	D
110.	Any other reason	A	B	C	D
111.	During the past 12 months , how many times did other students spread mean rumors or lies about you on the internet (i.e., Facebook™, Instagram™, Snapchat™, email, instant message)?				
	A) 0 times (never)				
	B) 1 time				
	C) 2–3 times				
	D) 4 or more times				
112.	Do you consider yourself a member of a gang?				
	A) No				
	B) Yes				
113.	During the past 12 months , did you ever feel so sad or hopeless almost everyday for two weeks or more that you stopped doing some usual activities?				
	A) No				
	B) Yes				
114.	During the past 12 months , did you ever seriously consider attempting suicide?				
	A) No				
	B) Yes				
115.	Did you eat breakfast today?				
	A) No				
	B) Yes				
116.	How many questions in this survey did you answer honestly?				
	A) All of them				
	B) Most of them				
	C) Only some of them				
	D) Hardly any				

Core Module

117. Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?
- A) No
 - B) Yes
 - C) Don't know
118. Which of the following best describes you? (*Mark All That Apply.*)
- A) Heterosexual (straight)
 - B) Gay or Lesbian
 - C) Bisexual
 - D) Transgender
 - E) Not sure
 - F) Decline to respond
-

FACILITY USE APPLICATION AND PERMIT

City of Marysville, 526 C Street
P.O. Box 150, Marysville, CA 95901

Reservations May Be Pre-empted for City-Related Functions

TYPE OR PRINT CLEARLY

1. Name of Event Native Peoples History Day
2. Contact Person James Carpenter / Post Bennett Work/Home Phone: 749-6196
Address Amer. Incl. Ed Program MSUSD City Marysville, CA Zip 95901
1919 B Street

3.

Date & Time of Event:	<u>May 18, 2017</u>	<u>8:45 am to 1:30 pm</u>
Requested Facility:	<u>Nature Center</u>	
Equipment Required:	<u>Water + Electric + Restrooms</u>	
Anticipated Attendance:	<u>1,000</u>	Open to Public: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4. Will alcoholic beverages be consumed or served? Yes ☐ No ☒
Will alcoholic beverages be sold? Yes ☐ No ☒ Type: Beer ☐ Wine ☐
Vendor: _____ ABC Permit No.: _____
Address: _____ Phone: _____

*All fees (including insurance, if required) shall be paid by 5/1/17. If not paid by this date, the event will be canceled.

In making this application for use of City property, I acknowledge that I have read and understand the rules governing the use of City property, and I agree to abide by these rules and any special conditions of the permit. I will be present at the facility during the use of the property.

Signature _____ Date _____

Permit: Approved _____ Denied _____ Signature _____ Date _____

▼ FOR OFFICIAL USE ONLY ▼

Administrative Fee*	<u>40-</u>	[*Non-refundable reservation fee]
User Fee	<u>85-</u>	
Electrical Fee	_____	
Key Deposit	<u>10-</u>	Issued: # _____ Returned: _____ Refunded: _____
Clean-up Deposit	<u>450-</u>	Clean-up Deposit Refunded: _____
Other	_____	
TOTAL	<u>585-</u>	
Less Deposit	_____	Date Paid: _____ Receipt No.: _____
Balance Due	_____	Date Paid: _____ Receipt No.: _____

Department	Initials/Date	Recommendation/Conditions
____ Police Chief	_____	_____
____ Public Works Director	_____	_____
____ Other	_____	_____

Disposition: White: Office Yellow: Public Works Pink: Police Business Services Department

Approval: PL

Date: 2/2/17

67

CERTIFICATE OF COVERAGE

Issue Date
2/8/2017

ADMINISTRATOR: LICENSE # 0B01094
InterWest Insurance Services, Inc.
310 Hemsted Drive #200
Redding, CA 96002-0935
530-222-1737
Attn: Diane Gulden / email: dgulden@iwins.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California Schools Insurance Group
ENTITY B: Northern California ReLiEF
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Marysville Joint Unified School Dist.
Northern California Schools Insurance Group
1919 B Street
Marysville CA 95901

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A/B	GENERAL LIABILITY [<input checked="" type="checkbox"/> GENERAL LIABILITY [<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE [<input checked="" type="checkbox"/> GOVERNMENT CODES [<input checked="" type="checkbox"/> ERRORS & OMISSIONS []	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A/B	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/> ANY AUTO [<input checked="" type="checkbox"/> HIRED AUTO [<input checked="" type="checkbox"/> NON-OWNED AUTO [<input checked="" type="checkbox"/> GARAGE LIABILITY [<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A/B	PROPERTY [<input checked="" type="checkbox"/> ALL RISK [<input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	\$ 250,000,000 EACH OCCURRENCE
A/B	STUDENT PROFESSIONAL LIABILITY	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	[] WC STATUTORY LIMITS [] OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
A/B	OTHER Auto Physical Damage Comprehensive & Collision	NCR 00600-25	7/1/2016 7/1/2017	\$ \$ 250	Included

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

Native Peoples History Day sponsored by Marysville Jt. Unified School District American Indian Education Program on May 18, 2017.

Entity A: Member Retained Limit of \$150,000

CERTIFICATE HOLDER:

City of Marysville
PO Box 150
Marysville CA 95901

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

68

Erik J. Knak

Erik J. Knak, JPA Manager

AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

69

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 1-23-2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)		Marysville Joint Unified School District		Nonpublic School/Agency		Sierra Schools Eastern Lower	
Address		1919 B Street		Address		1150 Eastern Avenue	
City, State Zip		Marysville CA. 95901		City, State, Zip		Sacramento, CA 95864	
LEA Case Manager		Jessica Guth		Phone		530-533-5464	Fax
				e-Mail			
Student Last Name		[REDACTED]	Student First Name	[REDACTED]	Program Contact Name		Sheila McCarthy
D.O.B.		[REDACTED]	I.D. #	[REDACTED]	Phone		Fax
				e-Mail			
Grade		Level		Sex	() M () F		
				Education Schedule – Regular School Year			
Parent/Guardian Last Name		[REDACTED]	Parent/Guardian First Name		[REDACTED]	Number of Days	180
						Number of Weeks	36
				Education Schedule – Extended School Year			
						Number of Days	20
						Number of Weeks	4
Address		[REDACTED]		Contract Begins		01/23/2017	Ends
City, State, Zip		Marysville, CA 95901		Master Contract Approved		by the Governing Board on	
Home Phone		[REDACTED]	Business		[REDACTED]		

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		x			\$145.00 per day		180	20	\$29,000.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E. a. Group of ____ b. Individual									
4. Speech/Language a. Group of ____ b. Individual c. Consultation		x			\$100.00 Per Hour	30 min. x 2 = 60min. Wk.	36	4	\$4,000.00
5. SCIA a. Individual b. Group of ____									

Business Services Department

Approval: 

Date: 2/22/17

70

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Intensive Academic Instruction									
7. Occupational Therapy a. Group of _____ b. Individual c. Consultation									
8. Physical Therapy a. Individual b. Consultation									
9. Behavior Intervention (BI) a. Consultation b. Direct (BII) c. Supervision (BID) d. Assessment		x			60 min. /Wk.	\$145.00 Included in basic pricing.	180	20	\$29,000.00
10. Nursing									
11. Other									
						TOTAL COST			\$33,000.00

ESTIMATED MAXIMUM RELATED SERVICES COST \$ \$33,000

SPECIALIZED EQUIPMENT/SUPPLIES None \$

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$33,000.00

4. Other Provisions/Attachments: _____

Progress Reporting Requirements: x Quarterly Monthly Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-
erra Schools at Eastern Lower, Sacramento

-DISTRICT-
Marysville Joint Unified School District

Name of Nonpublic School/Agency)

(Name of School District)

Carlee Wilkes 2/6/17
(Signature) (Date)

Re 2/22/17
(Signature) (Date)

Carlee Wilkes, Director
(Name and Title)

Ryan DiGiovanni, ASST. Supt., Business Services
(Name of Superintendent or Authorized Designee)

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

Board Meeting Date February 28, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location After School Program (107)				
P17-02283	S & S WORLDWIDE	EDG STARS	01-4300-6010	294.68
P17-02298	SUTTER BUTTES COMMUNICATIONS	Radio Repairs/ Multiple Sites	01-5641-6010	345.21
P17-02299	S & S WORLDWIDE	McK ASEs	01-4300-6010	1,157.35
P17-02383	SUTTER BUTTES COMMUNICATIONS	Radio Repairs/ Multiple Sites	01-5641-6010	736.50
P17-02441	S & S WORLDWIDE	STARS	01-4300-6010	380.11
Total Location				2,913.85
Location Arboga Elementary (01)				
P17-02265	McGraw-Hill School Education	K Response Boards	01-4300-0003	1,196.96
P17-02320	MCGRAW-HILL SCHOOL EDUCATION	Curriculum/PRESTON/1st Gr	01-4300-0003	576.79
P17-02336	SCHOOL SPECIALTY /CLASSROOM DIRECT	MiniGrant/2nd Gr	01-4300-9010	741.21
P17-02337	AMAZON.COM	Classroom Supplies/STRAOLZINI	01-4300-0003	434.52
P17-02350	DJEMBE DIRECT	Mini Grant/MUSIC/WISEMAN	01-4300-0003	450.54
P17-02351	WEST MUSIC	Classroom Supplies/MUSIC/WISEMAN	01-4300-0003	499.79
P17-02353	AMAZON.COM	Classroom Supplies/HARLOW	01-4300-1100	31.73
P17-02359	AMAZON.COM	Chromebok screens /BRENDA WEST	01-4300-0003	93.63
P17-02361	Pearson Clinical Order Dept.	Kiley Lagorio/Testing Supplies	01-4300-6500	230.23
P17-02379	AMAZON.COM	Drum for Printer/WARNER Rm 13	01-4300-1100	108.56
P17-02380	CDW-G COMPUTER CENTER	11" 4GB Chromebooks	01-4300-0004	1,917.23
P17-02403	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-0003	129.86
P17-02437	OLIVER WORLDCLASS LABS	Smartboard Accessories	01-4300-3010	366.10
P17-02439	Glogster EC, Inc.	Online subscription for Glogster PD Course/PRESTON	01-5801-0003	86.40
P17-02440	AMAZON.COM	Classroom Supplies/Manion, Harlow, Pha	01-4300-1100	56.25
Total Location				6,919.80
Location Browns Valley Elementary (03)				
P17-02333	OFFICE DEPOT B S D	Supplies	01-4300-0003	587.79
P17-02335	OFFICE DEPOT B S D	Supplies	01-4300-0003	238.11
P17-02377	OFFICE DEPOT B S D	Toner	01-4300-0003	359.35
P17-02407	SHIFFLER EQUIPMENT SALES INC	Custodial	01-4320-0000	20.05
Total Location				1,205.30
Location Business Services (106)				

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001 - Marysville Joint Unified School District

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Page 1 of 13

Board Meeting Date February 28, 2017

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106)				
P17-02285	CALIFORNIA CHAMBER OF COMMERCE	Employer Posters 2017 QTY (35)	01-4300-0000	1,670.54
P17-02400	YUBA COUNTY CLERK	November 8, 2016 General Election	01-5820-0000	21,807.28
P17-02432	THREE RIVERS LEVEE IMPROVEMENT AUTHORITY-C/O SCI CON	Flood and Levee Control Assessment 2016-2017	01-5890-0000	5,067.23
P17-02447	SUTTER BUTTES COMMUNICATIONS	Repeater Set-up Fees	01-5801-0004	2,600.00
Total Location				31,145.05
Location Cedar Lane Elementary (05)				
P17-02248	DISCOVERY EDUCATION UNITED STREAMING	Discovery	01-4200-0004	810.00
P17-02423	DJEMBE DIRECT	music	01-4300-9010	451.60
Total Location				1,261.60
Location Charter Academy For Fine Arts (42)				
P17-01951	AMANDA BLANCHARD	Dance Instruction	09-5801-0000	5,350.00
P17-02070	AMAZON.COM	Supplies - Science Dept.	09-4300-1100	49.88
P17-02338	B & H PHOTO	Supplies - Photo	09-4300-1100	172.93
P17-02339	DICK BLICK COMPANY	Supplies - Weisgerber	09-4300-1100	481.84
P17-02402	CJSF REGISTRAR CSF/CJSF CENTRAL OFFICE	Membership	09-5310-0000	75.00
P17-02406	ASCAP	ASCAP Membership	09-5310-0000	411.02
P17-02460	Gray Step Software , Inc	ASB	09-5801-0000	752.16
P17-02471	RESULTS RADIO KKCY COUNTRY/KMJE MAGIC 101.5	Advertisement	09-5890-0000	252.00
Total Location				7,544.83
Location Child Development (51)				
P17-02297	KAPLAN SCHOOL SUPPLY	Olivehurst Preschool Supplies- Heidi Oliver	12-4300-6105	183.78
P17-02334	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Preschool Supplies- Room C	12-4300-6105	1,266.24
P17-02355	KAPLAN SCHOOL SUPPLY	Covillaud Preschool Supplies Rm A-Griseida Madrid	12-4300-6105	143.96
P17-02382	AMAZON.COM	KynochPre Supplies, Carmen Mota	12-4300-6105	52.49
P17-02457	PLAY WITH A PURPOSE	Linda Preschool Supplies Rm 303	12-4300-6105	687.62
P17-02458	AMAZON.COM	Linda Preschool Rm 302 Linda Duenas	12-4300-6105	19.47
P17-02464	CDW-G COMPUTER CENTER	Admin CPU	12-4410-6105	3,117.60
P17-02472	Little Free Library LTD	Covillaud Pre Supplies Rm C Becky D'Agostini	12-4300-6105	391.56
Total Location				5,862.72
Location Community Day School (54)				

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001 - Marysville Joint Unified School District

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Page 2 of 13

73

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

Board Meeting Date February 28, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Community Day School (54)				
P17-02462	THE CHANGE COMPANIES	Books for English (Mr. Wright)	01-4200-0004	1,501.85
Location Custodial Supervisor (206)				
P17-02415	HILLYARD - SACRAMENTO	LHS custodial supplies	01-4320-0000	384.34
Location Dobbins Elementary (11)				
P17-02360	Today's Classroom	DOB Headphones	01-4300-0004	254.71
Location Edgewater Elementary (12)				
P17-02348	WEST MUSIC	MUSIC	01-4300-0004	303.80
P17-02376	OFFICE DEPOT B S D	Teacher Chair	01-4300-1100	329.62
P17-02461	AMAZON.COM	Staff Development Books	01-4200-3010	123.84
P17-02463	BRAIN POP	Edgewater School	01-5801-0003	3,090.00
Total Location				3,847.26
Location Ella Elementary (13)				
P17-02311	WALKER'S OFFICE SUPPLIES	Replacement storage cabinet	01-4300-0000	297.89
P17-02443	READ NATURALLY	Read Naturally	01-5801-3010	6,650.00
Total Location				6,947.89
Location Facilities (66)				
P17-02433	BOB'S LOCK & KEY	8171 LHS HVAC Inc 2	01-5890-0010	300.00
Location Foothill Intermediate (35)				
P17-02272	Tom's Guitars	FHS Music	01-4410-0004	752.34
P17-02312	MUSICIAN'S FRIEND	FHS Music	01-4300-0004	5,845.50
P17-02314	Tom's Guitars	FHS Music	01-4410-0004	1,450.55
P17-02352	MYERS-STEVENSON & CO INC	AAUW Conf.	01-5890-1100	54.25
P17-02430	OFFICE DEPOT B S D	fhs	01-4300-0003	348.53
P17-02436	AMAZON.COM	FHS Chromebook Screen	01-4300-3010	49.07
P17-02438	RISO PRODUCTS OF SACRAMENTO	FHS	01-4300-0003	297.99
P17-02473	OFFICE DEPOT B S D	Mice	01-4300-3010	501.41
Total Location				9,299.64
Location Grounds (65)				

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001 - Marysville Joint Unified School District

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ONLINE

Page 3 of 13

74

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65)				
P17-02293	Applied Landscape Materials	GROUNDS/MHS	01-4300-0000	754.20
P17-02442	AMAZON.COM	GROUNDS/MAURICE	01-4300-0000	324.74
			Total Location	1,078.94
Location Indian Education (108)				
P17-02384	THE HIDE & LEATHER HOUSE, INC	cultural supplies	01-4300-4510	500.00
Location Instruction (IMC) (110)				
P17-02309	OFFICE DEPOT B S D	Office Depot Supplies	01-4300-0000	228.53
P17-02365	AMERICAN RED CROSS-HEALTH & SAFETY SERVICES	Red Cross PD August 2016	01-5801-0004	324.00
P17-02397	Thomson Reuters	California Education Code, 2017	01-4300-0000	144.30
P17-02456	Carnegie Learning	Carnegie In Classroom Support	01-5801-4035	20,000.00
P17-02459	SACRAMENTO COUNTY OFFICE OF ED ATTN: FINANCIAL SERVICE SCOE Dave Chun		01-5801-4035	3,400.00
P17-02500	SOLUTION TREE	Solution Tree Maria Nielsen February 2017	01-5100-3010	1,000.00
			01-5801-3010	25,000.00
			Total Location	50,096.83
Location Johnson Park Elementary (15)				
P17-02264	TROXELL COMMUNICATIONS INC	Short Throw Projector	01-4410-0003	1,215.20
P17-02304	DJEMBE DIRECT	Music instruments	01-4300-9010	450.54
P17-02306	SCHOOL SPECIALTY	JPE Office Chair	01-4300-1100	370.49
			Total Location	2,036.23
Location Kynoch Elementary (17)				
P17-02279	AccuCut	Diecutter supplies	01-4300-1100	235.44
P17-02294	ADVANCED DOCUMENT CONCEPTS	KYN Copier Maint. 16-17 SY	01-5621-0003	2,250.00
			01-5621-1100	750.00
P17-02321	SCHOLASTIC	RM 24 ADD ON SCHOLASTIC SCI SPIN	01-4300-1100	18.51
P17-02424	QUICK'S GLASS SERVICE INC	84 SUN SHADES FOR CLASSROOMS PER MRS. H.	01-4300-0004	3,210.70
			Total Location	6,464.65
Location Linda Elementary (19)				
P17-02398	TROXELL COMMUNICATIONS INC	Short Throw Projectors	01-4410-0003	20,610.80
P17-02445	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	classroom materials	01-4300-0003	313.85
P17-02446	AMAZON.COM	classroom materials for OT development	01-4300-0003	310.63

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001 - Marysville Joint Unified School District

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Page 4 of 13

75

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

Board Meeting Date February 28, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)			Total Location	21,235.28
P17-02354	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	284.00
P17-02356	Follett School Solutions, Inc.	Library Barcodes	01-4300-1100	104.61
P17-02362	AMAZON.COM	Classroom Supplies/Levitt	01-4300-0004	114.73
P17-02363	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	77.93
P17-02364	SHEET MUSIC PLUS	Classroom Supplies/Sleigh	01-4300-0003	36.20
P17-02371	NORMAC, INC.	Athletic Supplies	01-4300-0000	826.01
P17-02401	SYSO FS OF SACRAMENTO INC.	LHS CULINARY ARTS	01-4410-6387	1,370.46
P17-02404	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-0003	1,055.89
P17-02405	OFFICE DEPOT B S D	Projector Install Items	01-4300-0003	239.12
P17-02411	TROXELL COMMUNICATIONS INC	Projector install items	01-4300-6387	73.31
			01-4410-6387	4,849.60
P17-02412	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-6387	1,308.44
P17-02413	OFFICE DEPOT B S D	Projector Install Items	01-4300-6387	173.24
P17-02427	SYSO FS OF SACRAMENTO INC.	LHS CULINARY ARTS	01-4300-6387	1,836.01
			01-4410-6387	556.99
P17-02444	TROXELL COMMUNICATIONS INC	Projector install items	01-4300-0003	806.32
			01-4410-0003	12,123.99
Total Location				25,836.85
Location Loma Rica Elementary (21)				
P17-02358	AMAZON.COM	Library Book	01-4200-9010	53.23
P17-02428	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0003	2,089.80
P17-02429	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	4,179.60
P17-02431	MUSICIAN'S FRIEND	Music Supplies	01-4300-0004	904.97
Total Location				7,227.60
Location Maintenance (63)				
P17-02259	TEICHERT CONSTRUCTION	MAINTENANCE/MAINT SHOP ROAD	01-4300-8150	201.95
P17-02267	RB SPENCER	MAINTENANCE	01-4300-8150	371.23
P17-02268	CITY OF MARYSVILLE	MAINTENANCE/KYNOCH	01-5801-8150	75.00
P17-02269	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/LHS BLDG A	01-5801-8150	225.00

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001 - Marysville Joint Unified School District

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Page 5 of 13

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

Board Meeting Date February 28, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P17-02270	RB SPENCER	MAINTENANCE	01-4300-8150	31.18
P17-02273	THE HOSE SHOP	MAINTENANCE	01-4300-8150	161.63
P17-02287	VERIZON WIRELESS	Samsung Convoy 4 Sal LaBruzzo	01-4300-8150	15.84
P17-02288	GEARY PACIFIC SUPPLY	MAINTENANCE/LHS P1	01-4410-8150	3,583.85
P17-02289	CITY OF MARYSVILLE	MAINTENANCE/CORDUA	01-5801-8150	75.00
P17-02290	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/LHS BLDG A	01-5801-8150	225.00
P17-02291	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/EDGEWATER	01-5801-8150	225.00
P17-02292	AIR FILTER SUPPLY	MAINTENANCE/STOCK	01-4300-8150	207.42
P17-02323	Maples Plumbing Inc.	MAINTENANCE/CEDAR LANE	01-5641-8150	405.00
P17-02340	RB SPENCER	MAINTENANCE/MHS	01-5641-8150	545.71
P17-02341	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS	01-5641-8150	380.00
P17-02343	Sac Ice	MAINTENANCE	01-5642-8150	796.25
P17-02344	VERIZON WIRELESS	Samsung Convoy 4 Matt Hall	01-4300-8150	23.95
P17-02386	THE HOSE SHOP	MAINTENANCE	01-4300-8150	161.63
P17-02387	H. MILLER TRUCKING	MAINTENANCE/FOOTHILL	01-4300-8150	581.57
P17-02388	RAYS GENERAL HARDWARE	MAINTENANCE	01-4300-8150	14.92
P17-02389	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE	01-4300-8150	77.94
P17-02390	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/LOMA RICA	01-5890-8150	155.82
P17-02391	J.W. WOOD COMPANY, INC	MAINTENANCE	01-4300-8150	317.91
P17-02392	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/HMBP PERMITS 2017	01-5890-8150	3,811.95
P17-02465	W.V. ALTON, INC.	MAINTENANCE/DO ROOM 206	01-5801-8150	3,697.00
P17-02466	KNOX COMPANY	MAINTENANCE/SCOTT LANE	01-4300-8150	1,042.23
Total Location				17,409.98
Location Marysville High (45)				
P17-02260	US MARKERBOARD	Entrance Door Mats	01-4300-1100	820.22
P17-02266	ELITE UNIVERSAL SECURITY	Elite Security	01-5801-1100	331.50
P17-02276	THE BASIX PMB 115	Scholar Athlete Patches	01-4300-1100	276.04
P17-02295	Calif. Dept. of Public Health Radiologic Health Br. MS 7610	X-Ray Machine Fees	01-5890-1100	930.00
P17-02307	AMAZON.COM	Microscope Cart	01-4300-0003	343.14
P17-02310	AMAZON.COM	Pencils	01-4300-0004	21.60

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001 - Marysville Joint Unified School District

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Page 6 of 13

77

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-02327	CAROLINA BIOLOGICAL SUPPLY CO	Science Department Supplies	01-4300-0003	345.13
P17-02328	FLINN SCIENTIFIC INC	Science Department Supplies	01-4300-0003	737.40
P17-02329	AMAZON.COM	Attendance Office Paper Shredder	01-4300-0004	48.70
P17-02347	SkillsUSA Webstore	SkillsUSA Uniform	01-4300-0004	407.02
P17-02349	KING CLOTHING	Security Tactical Clothing	01-4300-1100	757.45
P17-02373	MAXI'S A.P. SERVICES	First Aid & CPR training for ROP students	01-5801-0004	1,332.00
P17-02375	GOVCONNECTION, INC.	Printer	01-4300-0003	1,293.59
P17-02408	AMAZON.COM	Econ Books	01-4100-0004	1,301.44
P17-02409	IVS Computer Technology	Smartboard Hellwig	01-4300-9023	132.59
			01-4410-9023	1,730.92
P17-02410	TROXELL COMMUNICATIONS INC	Projector and Diversitrack Hellwig	01-4300-9023	420.01
			01-4410-9023	1,212.40
P17-02414	AIRGAS	ROP Medical Supplies	01-4300-0004	612.49
P17-02434	SUTTER BUTTES COMMUNICATIONS	Replacement Antennas	01-4300-6690	64.95
P17-02468	AMAZON.COM	Register Tape	01-4300-1100	58.44
P17-02469	AMAZON.COM	Photography Supplies	01-4300-0004	290.97
			01-4410-0004	813.37
P17-02470	NASCO	ROP Medical Supplies	01-4300-0004	136.48
			01-4410-0004	1,186.02
Total Location				15,603.87
Location McKenney Intermediate (37)				
P17-02302	LOOKOUT BOOKS	LIBRARY	01-4200-0003	817.05
P17-02303	AMAZON.COM	SPANISH BOOKS	01-4200-3010	557.51
P17-02357	Jones School Supply Co., Inc.	OFFICE	01-4300-1100	714.05
Total Location				2,088.61
Location Nutrition Services (73)				
P17-02261	JENNIE-O-TURKEY STORE	Food Order for Warehouse Inventory	13-9325-5310	7,028.43
P17-02262	Sysco Sacramento, Inc.	Food & Supplies for Warehouse Inventory	13-9325-5310	1,484.40
			13-9326-5310	4,587.73

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

Board Meeting Date February 28, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P17-02263	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation Order. Del Period *2/1/17-3/31/17	13-4716-5310	494.00
P17-02274	Khanh Lai	Student Refund	13-9325-5310	2,311.40
P17-02301	LA TAPATIA TORTILLERIA, INC	Tortilla Chips for Warehouse Inventory	13-5892-5310	48.85
P17-02322	SCHWAN'S FOOD SERVICE	Food Order for Warehouse Inventory	13-9325-5310	284.00
P17-02345	TYSON FOODS	Food Order for Warehouse Inventory	13-9325-5310	10,265.76
P17-02346	EAST BAY RESTAURANT SUPPLY, INC.	Food Order for Warehouse Inventory	13-9325-5310	10,617.30
P17-02367	Bay State Milling	Salad Bar Hinges	13-4300-5310	119.09
P17-02368	LAND O'LAKES, INC	Wheat Flour for Warehouse	13-9325-5310	1,788.97
P17-02369	Crown Distributing	Food order for Warehouse Inventory	13-9325-5310	4,554.05
P17-02393	BIG TRAY	Kitchen Supplies for Warehouse Inventory	13-9326-5310	1,512.48
P17-02418	Fat Cat Scones	Replacement Can Opener for Olivehurst Kitchen	13-4410-5310	644.09
P17-02419	ADVANCE PIERRE FOODS	Food Order for Warehouse Inventory	13-9325-5310	5,673.00
P17-02420	CAMELIA SAUCEDO, PETTY CASH NUTRITION SERVICES	Food Order for Warehouse Inventory	13-9325-5310	8,473.57
		Nutrition Services Petty Cash	13-4300-5310	209.31
			13-4313-5310	101.75
			13-4320-5310	32.53
			13-4712-5310	61.25
P17-02448	LA TAPATIA TORTILLERIA, INC	Tortilla Chips for Warehouse Inventory	13-9325-5310	497.00
P17-02449	LAND O'LAKES, INC	Food Order for Warehouse Inventory	13-9325-5310	4,808.45
P17-02450	Sysco Sacramento, Inc.	Dry Goods for Warehouse Inventory	13-9325-5310	699.70
P17-02451	MATHEWS READYMIX INC	Cement Pad for New Outdoor Freezer	13-9326-5310	5,238.61
P17-02452	MATHEWS READYMIX INC	Cement Pad for New Outdoor Freezer	13-6492-5310	496.71
P17-02453	Sysco Sacramento, Inc.	Smallwares - See Distribution	13-6492-5310	415.53
P17-02454	ULINE.COM	Shrinkwrap for Warehouse	13-4313-5310	2,043.45
P17-02455	BIG TRAY	Dishwasher for MHS Kitchen	13-4300-5310	453.71
			13-6492-5310	14,651.64
Total Location				89,596.76
Location Olivehurst Elementary (25)				
P17-02370	SPELLING CITY	Classroom materials	01-5801-0003	874.00

79

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Print Shop (67)				
P17-02282	CDW-G COMPUTER CENTER	24" Monitor for Craig	01-4300-0000	296.28
Location Pupil Services (202)				
P17-02399	Pearson Education	GATE testing material	01-4300-0000	497.50
P17-02416	PLAK SMACKER, INC.	order for Dental Van	01-4300-9014	419.79
P17-02426	AMAZON.COM	for 2 students receiving APE services	01-4300-6500	58.22
		Total Location		975.51
Location Purchasing (104)				
P17-02300	MOORE WALLACE, AN RR DONNELLEY COMPANY	D.O./Whs for Tech	01-4300-0000	1,631.98
P17-02422	SHIFFLER EQUIPMENT SALES INC	Chair Glides	01-4300-0000	66.77
		Total Location		1,698.75
Location South Lindhurst (47)				
P17-02278	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	Leadership Packets	01-4300-7010	782.00
P17-02396	BARNES & NOBLE BOOKSTORE	SLHS	01-4200-0003	6,000.00
		Total Location		6,782.00
Location Student Discipline/Attendance (109)				
P17-02313	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Encyclopedia and Newsletter subscription	01-4300-0000	134.99
			01-5801-0000	162.25
		Total Location		297.24
Location Technology (102)				
P17-02271	AMAZON.COM	Backpack for Fred	01-4300-0000	28.13
P17-02316	CDW-G COMPUTER CENTER	CDW	01-5801-0000	3,098.00
P17-02372	Development Group, Inc.	DGI Troubleshooting Assistance	01-5801-0000	142.00
P17-02381	Development Group, Inc.	DGI SMARTcare services Renewal	01-5801-0000	20,600.66
		Total Location		23,868.79
Location Transportation (69)				
P17-02275	FTI DIESEL ELECTRIC	TRANSPORTATION/Parts	01-4364-0230	500.00
P17-02296	NATOMAS TOWING	TRANSPORTATION/REPAIRS/AUTO COLLISION CLAIM	01-5641-0230	2,502.83
P17-02366	VALLEY TRUCK & TRACTOR CO	TRANSPORTATION	01-5641-0230	3,000.00
P17-02395	E.T. QUALITY RV, INC	TRANSPORTATION	01-4300-0230	100.00
P17-02421	FEDERAL EXPRESS CORP	Shipping costs for 2016-17	01-5910-0230	20.00

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

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Page 9 of 13

Board Meeting Date February 28, 2017

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Total Location 6,122.83

Location Warehouse (71)

P17-02277	US MARKERBOARD	Door Mats	01-4300-0000	207.35
P17-02281	GENERAL BINDING CORP	Warehouse Stock 16-17 S.Y.	01-9320-0000	2,123.87
P17-02286	HILLYARD - SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	5,661.85
P17-02324	J.C. NELSON SUPPLY COMPANY	Warehouse Stock 16-17 S.Y.	01-9320-0000	146.14
P17-02325	J.C. PAPER	Warehouse Stock 16-17 S.Y.	01-9320-0000	163.67
P17-02326	J.E. FOSS CO., INC.	Warehouse Stock 16-17 S.Y.	01-9320-0000	246.81
P17-02394	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	964.18
Total Location				9,513.87

Location Yuba Feather K-6 (29)

P17-02330	SCHOOL SPECIALTY	Yuba Feather School	01-4300-0003	67.80
P17-02417	AMAZON.COM	Technology Supplies	01-4300-0003	15.14
Total Location				82.94

Location Yuba Gardens Intermediate (39)

P17-02280	AMAZON.COM	CLARK/GATES	01-4300-0003	264.05
P17-02308	TROXELL COMMUNICATIONS INC	YLST/GATES	01-5641-1100	500.00
P17-02315	AMAZON.COM	RACKERBY/GATES	01-4300-0003	214.70
P17-02317	ALPHA CERAMIC SUPPLIES, INC.	S BOLE/ GATES	01-4300-0003	98.02
P17-02319	SOCIAL STUDIES SCHOOL SERVICE	BARLOW/GATES	01-4300-0003	323.77
P17-02331	AMAZON.COM	BRAMER/GATES	01-4300-9010	174.21
P17-02332	GOPHER SPORT	BRAMER/GATES	01-4300-9010	144.43
P17-02374	GOVCONNECTION, INC.	Samsung Toner for CLP-775nd Printer	01-4300-0003	515.41
P17-02378	Cerebellum Corporation	BARLOW/GATES	01-4300-0003	191.87
Total Location				2,426.46
Total Number of POs			211	
Total				371,503.11

Fund Recap

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

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Page 10 of 13

18

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	172	268,498.80
09	Chrttr Schs	8	7,544.83
12	Child Dev	8	5,862.72
13	Cafeteria	23	89,596.76
Total			371,503.11

Includes Purchase Orders dated 01/01/2017 - 01/31/2017

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P17-00082	1,105.44	01-5621	Gen Fund/Maint Cont	3,000.00-
P17-00123	3,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00145	3,600.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00189	694.59	01-4300	Gen Fund/Mat&Suppli	247.79
P17-00193	2,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00202	9,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00214	2,500.00	01-5641	Gen Fund/Equip Repa	1,000.00
P17-00231	6,000.00	01-4330	Gen Fund/Supp Vehic	3,000.00
P17-00242	384.79	01-5801	Gen Fund/Contracts	2,115.21-
P17-00259	8,000.00	01-4364	Gen Fund/Tools/Part	2,000.00
P17-00274	2,200.00	01-5801	Gen Fund/Contracts	2,000.00
P17-00276	5,500.00	01-4364	Gen Fund/Tools/Part	3,000.00
P17-00596	24,000.00	01-5940	Gen Fund/Telephone	12,000.00
P17-00641	5,000.00	01-4300	Gen Fund/Mat&Suppli	2,500.00
P17-00668	3,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P17-00674	4,500.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P17-00676	1,500.00	01-4300	Gen Fund/Mat&Suppli	970.72
P17-00775	1,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00791	262.48	01-4300	Gen Fund/Mat&Suppli	524.97-
P17-00856	161,595.75	01-5100	Gen Fund/SERVICES	49,350.00
P17-00857	61,480.00	01-5100	Gen Fund/SERVICES	30,090.00
P17-00920	1,250.00	01-4300	Gen Fund/Mat&Suppli	750.00
P17-01358	3,665.63	01-5630	Gen Fund/Rents/Leas	798.88
P17-01434	3,800.00	01-5801	Gen Fund/Contracts	2,280.00
P17-01547	427.00	01-5801	Gen Fund/Contracts	400.00
P17-01714	328.00	01-5801	Gen Fund/Contracts	109.00
P17-01796	1,600.00	09-4300	Chrr Schs/Mat&Suppli	383.36
P17-02167	2,138.65	01-4410	Gen Fund/Equip NonC	93.00-

83

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P17-02205	64,179.55	01-4300	Gen Fund/Mat&Suppli	576.00
		01-4410	Gen Fund/Equip NonC	12.00
			Total for P17-02205	588.00
P17-02214	12,422.98	01-4300	Gen Fund/Mat&Suppli	5,526.99-
		01-4410	Gen Fund/Equip NonC	1,358.42-
			Total for P17-02214	6,885.41-
P17-02220	2,138.65	01-4410	Gen Fund/Equip NonC	93.00-
P17-02231	611.23	01-4410	Gen Fund/Equip NonC	14.43
P17-02242	1,652.04	12-4300	Child Dev/Mat&Suppli	60.76
			Total PO Changes	105,831.35



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES \$45,000 AND UNDER

THIS CONTRACT made and entered into on 11/22/2016 (Insert Board meeting date or ratification date), by and between Frank M. Booth, 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:

Two thousand Five hundred Forty Six and 40 /100 Dollars (\$ 2,546.40)

(MAY NOT EXCEED \$45,000) – 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: C20 (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/About/Us/Library/Licensing/Classifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of November 22, 2016. (insert date after Board approval date or ratification date) with work to be completed within Thirty (30) consecutive days and/or by , , 2016.
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 not to exceed \$45,000)



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	on file	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT A – Contractor Certification Form	on file	ATTACHMENT H – W9 Form
<input checked="" type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages)	on file	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/>	ATTACHMENT J – Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
<input checked="" type="checkbox"/> ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (if \$25,000 or greater) – Performance Bond
on file ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

94-1257060
 Employer Identification Number

License No: 142219 Classification: C20 Expiration Date: 7/31/2017

(District Use Only: License verified by Julie Brown Date: 1/10/2017
 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: Frank M. Booth

Contractor Address: 4220 Douglas Blvd
Granite Bay, CA 95846

Phone: (916) 878-3865

Email: jamesC@frankbooth.com

Print Name: Larry Booth

Title: President

Authorized Signature: [Signature]

District Acceptance: [Signature]
 Ryan DiGiullo, Assistant Superintendent of Business Services

Date: 2/6/17
 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):

James Childers

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: 1/31/17

(Company)

(Authorized Signature)

Larry Booth

(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) 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 contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



Marysville Joint Unified School District

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 restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit

contractor's Indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



Marysville Joint Unified School District

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 \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 10-06-2016

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.

ARTICLE 22. PAYMENT AND RETENTION (Only applicable if contract amount is \$25,000 or greater): The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete. The remaining five percent (5%) of payment will be released the District to the Contractor upon full completion of the Work.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED November 22, 2016 (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 "Larry Booth", is written over a horizontal line.

Signature, Contractor's Authorized Representative

Larry Booth

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, 1919 B Street, Marysville, CA 95901.

PROJECT NAME OR CONTRACT NO.: Lindhurst High School between the
Marysville Joint Unified School District ("District" or "Owner") and Frank M. Booth, Inc
("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 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: James Childers

Title: Service Manager

☐ 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 45125.1, 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: Lead Supervisor M&O

Date: 2.2.17

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.: Lindhurst High School
between Marysville Joint Unified School District (the "District" or the "Owner") and
Frank M. Booth, 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: 1/31/17
Proper Name of Contractor: Frank M. Booth, Inc.
Signature: 
Print Name: Larry Booth
Title: President

(Remainder of page left blank intentionally)

Attachment J

Service Report



FRANK M. BOOTH, INC.

Our Performance Builds Relationships ®

Name: Lindhurst High				Job # SV163	
Address				WO # S16-01	
City:	State: Ca	Zip:	Site Number:		
Phone:				Customer PO:	
Complete	Yes	x	No	Liebert Ticket #:	

Office: (916) 444-5907

Fax: (530) 749-3792

24 Hour Phone: (877) 839-2348

Unit Number:		Model Number:		Type of Service					
Manufacturer:		Serial Number:		Charge Service					
Unit Number:		Model Number:		Construction					
Manufacturer:		Serial Number:		<input type="checkbox"/> Scheduled Maintenance					
Unit Number:		Model Number:							
Manufacturer:		Serial Number:		Additional Charges					
Nature of Call: No Heat				Description					
Description of Service Performed Inspected the burner on one of the units. Found the flame signal very low and unstable. Pilot pressure was at 4 inches, specs call for 2, Adjusted to 2 inches with the same flame signal result. Removed the UV scanner and held it to light. Noted the signal was stable at 5 volts. Viewed down the sight tube and noted the flame was present. Ordered 2 each UV scanners.				Nitrogen		<input type="checkbox"/>			
				Torch		<input type="checkbox"/>			
				Vacuum Pump		<input type="checkbox"/>			
				Gas Flue Analyzer		<input type="checkbox"/>			
				Misc. Equip Rental					
				Tool					
				Days @ \$					
				Weeks @ \$					
				Recovery in lbs					
				Refrigerant in lbs					
Travel in hrs									
Truck Charge		<input type="checkbox"/>							
Labor (Minimum 2 Hour Service Charge)				Keys/Badge Returned	<input type="checkbox"/>				
				System Reset	<input type="checkbox"/>				
Date		11/4		11/7					
Day	Tue	Wed	Thurs	Fri	Sat	Sun	Mon	Holiday	Total Hrs
Technician	st	ot	st	ot	st	ot	st	ot	dt
Todd Adair				4			4		
Materials						Total Summary			
Description		Qty	PO	Vendor		Material		\$	
						Additional		\$	
						Sub Total		\$	
						Sales Tax		\$	
						Labor		\$	
						Total Due		\$	

Customer Signature: _____

Service Report

Attachment f



FRANK M. BOOTH, INC.

Our Performance Builds Relationships ®

Name: Lindhurst High				Job # SV163			
Address				WO # S16-01			
City:		State: Ca		Zip:		Site Number:	
Phone:				Customer PO:			
Complete		x		Yes		No	
Liebert Ticket #:							

Office: (916) 444-5907

Fax: (530) 749-3792

24 Hour Phone: (877) 839-2348

Unit Number:		Model Number:		Type of Service															
Manufacturer:		Serial Number:				Charge Service													
Unit Number:		Model Number:				Construction													
Manufacturer:		Serial Number:		<input type="checkbox"/>		Scheduled Maintenance													
Unit Number:		Model Number:																	
Manufacturer:		Serial Number:				Additional Charges													
Nature of Call: No Heat				Description															
Description of Service Performed				Nitrogen <input type="checkbox"/>															
<p>Inspected the burner on one of the units. Found the flame signal very low and unstable. Pilot pressure was at 4 inches, specs call for 2, Adjusted to 2 inches with the same flame signal result. Removed the UV scanner and held it to light. Noted the signal was stable at 5 volts. Viewed down the sight tube and noted the flame was present. Ordered 2 each UV scanners. Installed UV scanner in MZ2 and was able to fire off the burner. Tested the emissions and found them to be off from factory spec. Made necessary adjustments to be in spec for low and high fire rates. Noted there seems to be no firing rate command from building automation. The unit is able to produce heat at this time.</p> <p>MZ1- replaced the UV scanner which was previously diagnosed as bad when swapped to MZ2. The pilot lit but there was 0 flame signal. Swapped the amplifier from MZ1 and the flame signal was established. Tested the burner and noted that the firing rate actuator worked for a short amount of time, then ceased to operate. This unit will need a new amplifier, and firing rate actuator. It was also noted that there was no BAS firing rate signal.</p> <p>Building A the Greenheck fan will need to be torn down to discover what parts will need to be located and replaced. One of the heaters worked for one day, but ceased to establish flame the following day. Also noted some zones disconnected. This building will need the BAS to be checked as well.</p>				Torch <input type="checkbox"/>															
				Vacuum Pump <input type="checkbox"/>															
				Gas Flue Analyzer <input type="checkbox"/>															
				Misc. Equip Rental															
				Tool															
				Days @ \$															
				Weeks @ \$															
				Recovery in lbs															
				Refrigerant in lbs															
				Travel in hrs															
Truck Charge <input type="checkbox"/>																			
Labor (Minimum 2 Hour Service Charge)								Keys/Badge Returned <input type="checkbox"/>		System Reset <input type="checkbox"/>									
Date				11/17		11/18													
Day		Tue		Wed		Thurs		Fri		Sat		Sun		Mon		Holiday		Total Hrs	
Technician		st		ot		st		ot		st		ot		st		ot		dt	
Todd Adair						4		4											



OUR PERFORMANCE BUILDS RELATIONSHIPS®

SERVICE INVOICE

BILL TO:

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

SERVICE LOCATION:

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

INVOICE #	INVOICE DATE	CUSTOMER ID	CALLED IN BY	CUSTOMER PO	COMPL. DATE	TERMS
SV163-S1601	11/22/16	SV163			11/18/16	80 DAYS

DESCRIPTION OF WORK

Troubleshoot- No Heat Issues

SERVICES PERFORMED

11/4 & 11/7/16-Inspected the burner on one of the units. Found the flame signal very low and unstable. Pilot pressure was at 4 inches, specs call for 2, Adjusted to 2 inches with the same flame signal result. Removed the UV scanner and held it to light. Noted the signal was stable at 5 volts. Viewed down the sight tube and noted the flame was present. Ordered 2 each UV scanners.

11/17 & 11/18/16-Inspected the burner on one of the units. Found the flame signal very low and unstable. Pilot pressure was at 4 inches, specs call for 2, Adjusted to 2 inches with the same flame signal result. Removed the UV scanner and held it to light. Noted the signal was stable at 5 volts. Viewed down the sight tube and noted the flame was present. Ordered 2 each UV scanners.

Installed UV scanner in MZ2 and was able to fire off the burner. Tested the emissions and found them to be off from factory spec. Made necessary adjustments to be in spec for low and high fire rates. Noted there seems to be no firing rate command from building automation. The unit is able to produce heat at this time.

MZ1- replaced the UV scanner which was previously diagnosed as bad when swapped to MZ2. The pilot lit but there was 0 flame signal. Swapped the amplifier from MZ1 and the flame signal was established. Tested the burner and noted that the firing rate actuator worked for a short amount of time, then ceased to operate. This unit will need a new amplifier, and firing rate actuator. It was also noted that there was no BAS firing rate signal.

Building A the Greenheck fan will need to be torn down to discover what parts will need to be located and replaced. One of the heaters worked for one day, but ceased to establish flame the following day. Also noted some zones disconnected. This building will need the BAS to be checked as well.

MATERIAL

QTY		DESCRIPTION	PRICE	AMOUNT
1	ea	UV Flame Scanner	538.05	538.05
TOTAL PARTS				\$538.05

MISCELLANEOUS

QTY		DESCRIPTION	PRICE	AMOUNT
TOTAL MISC.				\$0.00

LABOR

SERVICE PERSON	DATE	REG HRS	OT HRS	REG RATE	OT RATE	AMOUNT	INVOICE TOTAL	
Todd Adair	11/04/16	4.0		\$ 123.00	\$152.00	\$ 492.00		
Todd Adair	11/07/16	4.0		\$ 123.00	\$152.00	\$ 492.00	MATERIAL	\$538.05
Todd Adair	11/17/16	4.0		\$ 123.00	\$152.00	\$ 492.00	7.50% TAX	\$40.35
Todd Adair	11/18/16	4.0		\$ 123.00	\$152.00	\$ 492.00	LABOR	\$1,968.00
				\$ 115.00	\$152.00	\$ 152.00	MISC.	\$0.00
TOTAL						\$1,968.00	TOTAL	\$2,546.40

Accounting Contact: Nancy Cate- (916) 878-3838 - nancyc@frankbooth.com
Remit Payment To: Frank M. Booth, Inc., PO Box 5, Marysville, CA 95901

Thank you. We appreciate your business.

99



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES \$45,000 AND UNDER

THIS CONTRACT made and entered into on February 28, 2017 (Insert Board meeting date or ratification date), by and between W.V. Alton, 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:

Five thousand Nine hundred Ninety and 0 /100 Dollars (\$ 5,990.00)

(MAY NOT EXCEED \$45,000) – 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: C20 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of March, 1, 2017 (insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by May, 1, 2017.
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 not to exceed \$45,000)

100



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	on file	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT A – Contractor Certification Form	on file	ATTACHMENT H – W9 Form
ATTACHMENT B – Terms and Conditions (5 pages)	on file	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/>	ATTACHMENT J – Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
<input checked="" type="checkbox"/> ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (If \$25,000 or greater) – Performance Bond
ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

94-1584320
 Employer Identification Number

License No: 231910 Classification: C20 Expiration Date: 10/31/2017

(District Use Only: License verified by Julie Brown Date: 2/3/2017
 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: W.V. Alton, Inc

Contractor Address: 211 Elm Street
Marysville, CA 95901

Phone: (530) 742-7119

Email: ehansard@wvalton.com

Print Name: Eric Hansard

Title: BME

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):

Tom Hampton
Scott Sutherland
Jimmy Hendrix

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: 2/2/17

W.V. Alton, Inc (Company)

Eric Hansard (Authorized Signature)

Eric Hansard (Print Name)

RME (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.

Revised 10-06-2016

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 contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



Marysville Joint Unified School District

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 restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.



Marysville Joint Unified School District

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

Revised 10-06-2018

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 completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



Marysville Joint Unified School District

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 \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 10-06-2016

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.

ARTICLE 22. PAYMENT AND RETENTION (Only applicable if contract amount is \$25,000 or greater): The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete. The remaining five percent (5%) of payment will be released the District to the Contractor upon full completion of the Work.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED March 1, 2017 (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 dark ink, appearing to read "Eric Hansard", written over a horizontal line.

Signature, Contractor's Authorized Representative

The name "Eric Hansard" printed in a serif font, positioned below the signature line.

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, 1919 B Street, Marysville, CA 95901.

PROJECT NAME OR CONTRACT NO.: Kynoch HVAC Room 14 between the
Marysville Joint Unified School District ("District" or "Owner") and W.V. Alton, Inc.
("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 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: Eric Hansard

Title: RME

_____ 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



Attachment J

211 Elm St.
Marysville, CA 95901
Phone: (530) 742-7119
Fax: (530) 742-9422



License 231910

MJUSD
Kynoch Elementary School
Room 14- HVAC unit change out quote
2/3/17
DIR# 1000007328

Travis,

We propose to furnish and install a new Bryant 3 ton 60,000 BTU gas/electric package unit to replace the failed unit on room 14 at kynoch elementary school. We will install a new electrical disconnect and seal tight flex for the electrical, new thermostat, and insure that the new system is running properly upon completion.

The cost for this work will be \$5,990 Tax and Labor included.

Exclusions: permits and bonds, patchwork, painting

After 90 days this proposal is subject to any increases in cost of labor and material. The proper workmen's compensation property damage and public liability insurance cover our men for your protection. Acceptance of this proposal, subject to approval by an officer of the company, constitutes a contract.

Submitted By: W.V. Alton, Inc.

Accepted by:

Marysville Joint Unified School District



Amendment to Public Works Contract

Both parties agree that the term for the Public Works contract dated December 13, 2016 shall be amended from the original amount of \$6,909.46 to the new amount of \$11,518.14. It was identified that Lindhurst High School HVAC units needed (15) new actuators added to make units operable.

Contractor Name, Frank M. Baith, INC
Authorized Signature, James F. Childers
Date, 2/7/17

District Acceptance, *RL*

Ryan DiGiulio, Assistant Superintendent of Business Services

Business Services Department
Approval: *RL*
Date: 2/10/17



Invoice 163
Invoice Date 01/20/17
Due Date 02/19/17

Bill To: MARYSVILLE JT UNIFIED
1919 B STREET
MARYSVILLE, CA 95901

Mail To: MARYSVILLE JT UNIFIED
1919 B STREET
MARYSVILLE, CA 95901

Remit To: FRANK BOOTH SERVICE DEPT
PO BOX 5
MARYSVILLE, CA 95902

Work Description: MISCELLANEOUS HVAC REPAIRS ON BUILDING E & A

Work Order: 10035

Service Location: MJUSD
1919 B STREET
MARYSVILLE, CA 95901

Scope: 1

Price Method: Time and Materials

Line #	Date of Service	Description	P. O. Number	Quantity	UM	Unit Price	Price UM	Price Total	Tax Amount	Total
Cost Type: 1 - LABOR										
4	01/17/17	Other - RA FAN REPAIR-LABOR		0.00		0.00		1,641.00	0.00	1,641.00
6	01/17/17	Other - LINKAGE REPAIRS-LABOR		1.00		1,044.00		1,044.00	0.00	1,044.00
8	01/17/17	Other - MZ-1 AMPLIFIER & ACTUATOR-LABOR		1.00		984.00		984.00	0.00	984.00
10	01/17/17	Other - AIR DYNE STERLING HEATER REPAIR-LABOR		1.00		1,008.00		1,008.00	0.00	1,008.00

Cost Type 1 Subtotal 4,677.00 0.00 4,677.00

Cost Type: 2 - MATERIALS

5	01/17/17	Other - RA FAN REPAIR-MATERIALS		1.00		1,177.95		1,177.95	0.00	1,177.95
7	01/17/17	Other - LINKAGE REPAIRS-MATERIALS		1.00		3,486.23		3,486.23	0.00	3,486.23
9	01/17/17	Other - MZ-1 AMPLIFIER & ACTUATOR-MATERIALS		1.00		1,525.05		1,525.05	0.00	1,525.05
11	01/17/17	Other - AIR DYNE STERLING HEATER REPAIR-MATERIALS		1.00		651.91		651.91	0.00	651.91

Cost Type 2 Subtotal 6,841.14 0.00 6,841.14

Scope 1 Subtotal 11,518.14 0.00 11,518.14

OK TO PAY
Signed _____
Date _____
Complete Yes No

Terms: Net 30 days

Subtotal	11,518.14
Tax	0.00
Total	11,518.14

115



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES \$45,000 AND UNDER

THIS CONTRACT made and entered into on December 13, 2016 (Insert Board
meeting date or ratification date), by Frank M. Beeth, Inc and Marysville Joint Unified School District
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:

Six thousand Nine hundred Nine and 46/100
Dollars (\$ 6,909.46)

(MAY NOT EXCEED \$45,000) – 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: C20 (add applicable to trade).
3. (Check contractor license classification appropriateness at:
[http://www.cslb.ca.gov/About Us/Library/Licensing Classifications/](http://www.cslb.ca.gov/About%20Us/Library/Licensing%20Classifications/)
and contractor license status at:
<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of December, 14, 2016.
(insert date after Board approval date or ratification date) with work to be completed within
Thirty (30) consecutive days and/or by January, 13, 2017.
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 not to exceed \$45,000)



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 G – Withholding Exemption Certificate – CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT A – Contractor Certification Form	<input checked="" type="checkbox"/> ATTACHMENT H – W9 Form
<input checked="" type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages)	<input checked="" type="checkbox"/> ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/> ATTACHMENT J – Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate	<input checked="" type="checkbox"/> ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
<input checked="" type="checkbox"/> ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification	<input checked="" type="checkbox"/> ATTACHMENT L (if \$25,000 or greater) – Performance Bond
<input checked="" type="checkbox"/> ATTACHMENT F – Proof of Contractor Annual Registration with DIR	Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

94-1257060
 Employer Identification Number

License No: 172219 Classification: C20 Expiration Date: 7/31/2017

(District Use Only: License verified by Julie Brown Date: 11/28/2016
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Frank M. Booth, Inc

Contractor Address: 4220 Douglas Blvd
Granite Bay, CA 95746

Phone: (916) 878-3865

Email: JamesC@frankbooth.com

Print Name: Larry Booth

Title: President

Authorized Signature: [Signature]

District Acceptance: [Signature]

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: 12/13/16

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):

James Childers

Todd Adair

Cameron Alverson

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: 11/29/16

Frank M. Booth, Inc. (Company)

 (Authorized Signature)

Larry Booth (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.

Revised 10-06-2016

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 contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



Marysville Joint Unified School District

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 restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit

contractor's Indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



Marysville Joint Unified School District

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 \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 10-06-2016

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.

ARTICLE 22. PAYMENT AND RETENTION (Only applicable if contract amount is \$25,000 or greater): The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete. The remaining five percent (5%) of payment will be released the District to the Contractor upon full completion of the Work.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED December 14, 2016 (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 "Larry Booth", is written over a horizontal line.

Signature, Contractor's Authorized Representative

Larry Booth

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, 1919 B Street, Marysville, CA 95901.

PROJECT NAME OR CONTRACT NO.: Lindhurst High School HVAC Repairs between the Marysville Joint Unified School District ("District" or "Owner") and Frank M. Booth, Inc. ("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 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: James Childers

Title: Service Manager

☐ 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 45125.1, 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:

Lead Sup M/O

Date:

12-1-16

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.: Lindhurst High School HVAC Repairs
between Marysville Joint Unified School District (the "District" or the "Owner") and
Frank M. Booth, 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: 11/29/16
Proper Name of Contractor: Frank M. Booth, Inc.
Signature: 
Print Name: Larry Booth
Title: President

(Remainder of page left blank intentionally)

Attachment F


[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)
[Public Works](#)

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractors matching your selection.

Registration Year:

1000000819 Contractor Details

PWC Registration

Contractor Information

Legal Entity Information

Workers' Compensation

Contractor Legal N

Legal Name

Legal Entity Type

License Number:

FRANK M. BOOTH, INC.

CORPORATION

County:

Trade Name

FRANK M. BOOTH DESIGN BUILD CO.
VALLEY SHEET METAL CO.

Search Results

One registered contra

Details Legal Name

View FRANK M. BOOT

License Number(s)

OTHER :142219

OTHER :465012

OTHER :793419

Mailing Address

222 3RD STREET
MARYSVILLE, CA 95901

Physical Address

222 3RD STREET
MARYSVILLE, CA 95901

Email Address

KAYB@FRANKBOOTH.COM

[About DIR](#)[Who we are](#)[DIR Divisions &](#)[Contact DIR](#)
[Conditions of Use](#) [Privacy Policy](#) [Disclaimer](#) [Disability Accommodation](#) [Site Map](#)

Copyright © 2015 State of California

YEAR

20

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

Frank M. Booth, Inc.

Vendor/Payee's

☐ SOS no.

94-1257060

☐ Social security number☐ California corp. no. ☒ FEIN**Note:**

Failure to furnish your identification number will make this certificate void.

Vendor/Payee's address (number and street)

222 Third Street

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

(530) 742-7134

City

Marysville

State

CA

ZIP Code

95901

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:**

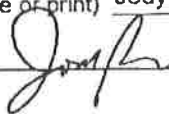
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

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) Jody Porter, CFO

Vendor/Payee's signature ►



Date 11/30/2016

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FRANK M BOOTH INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
PO BOX 5 222 THIRD STREET
City, state, and ZIP code
MARYSVILLE CA 95901

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		

Employer identification number									
9	4	-	1	2	5	7	0	6	0

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 ▶ *Angie Hua*

Date ▶ 11/29/16

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

- 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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

130



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)

Attachment J



Our Performance Builds Relationships

James Childers
Frank M Booth, INC
4220 Douglas Blvd
Granite Bay, CA 95746

11/21/2016

Travis Barnett
Maintenance Lead
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901

Re: Miscellaneous HVAC repairs on building E and building A

Location: 4446 Olive Hwy, Olivehurst, CA 95961

Dear Travis Barnett:

Thank you for the opportunity to present the proposal to repair the above mention items.

After initial diagnostic of various equipment malfunctions, FMB has come up with the following repairs/recommendations.

1. The Greenheck RA fan serving the A building has been shut down. At the very least, the bearings are shot. We are unable to diagnose the issue unless we tear into the assembly. The cost to dig into this fan and quote repairs is **\$1,131.00**
2. Linkages serving the Air Dyne unit in building A are not working correctly. Some linkages are broken; some have been disconnected for unknown reasons and some appear to not be operating correctly. All of the linkages need to be gone through and repaired. We will go through them all and quote and parts that may be needed and repair if no parts are required. The cost to perform this analysis and repair less parts that may be required is **\$1,105.50**
3. Some of the heating components serving the Air Dyne unit in building A have malfunctioned. FMB proposes to replace the spark ignitor, the ignition module and the gas valve. The cost to make these repairs and check operation is **\$1,659.91**
4. MZ-2 serving building E needs to be gone through from your controls department. Once controls are confirmed to work and the unit is taking commands, a Siemens Controls representative will need to be present to work with our technician in order to confirm proper unit operations from a control to mechanical perspective. The cost of the Controls technician will be customer responsibility. The cost for FMB to be present and perform this work is

\$504.00



4220 Douglas Blvd
Granite Bay, CA 95746

132

Attachment J



Our Performance Builds Relationships

5. MZ-1 serving building E needs a new amplifier for the Honeywell flame guard. We also need the actuator with a new 0-10 VDC signal translator for the actuator as it fits inside of the top of the gear train actuator. The cost to replace these components is \$2,509.05

CLARIFICATIONS:

1. Work to be performed during normal business hours (M-F 7am to 4pm)
2. Unit will be "off line" during the repairs.
3. Replacement of any defective parts (actuators, linkage, etc.) not specifically designed in scope not included in proposal.
4. Fuses, circuit breakers, starters, disconnects or wiring remote from unit control panel not included in proposal.
5. Equipment failures due to erosion or corrosion not included in proposal.
6. Equipment painting not included in proposal.
7. Once these components are replaced, further diagnosis may be required. These components need to be replaced in order to further diagnose the systems.

TERMS & CONDITIONS:

8. Payment to Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent only upon FMB's performance of its obligations under the Subcontract.
9. Cost of Performance and Payment bond is not included.
10. It is assumed by FMB that the Contractor will schedule, direct, and sequence the work competently and efficiently so as to provide FMB; i) coordinated sequencing of the trades; ii) reasonable durations for the work; and iii) reliable start/finish dates.
11. FMB reserves its right to recover damages and/or its full costs resulting from delay, disruption, action or inaction caused by Contractor, Owner or their Agents.
12. If at any time, the Contractor requires FMB to accelerate the performance of the work when such cause is not the fault of the FMB, FMB will be entitled to cover its added costs caused by such acceleration. These costs shall include premium costs of overtime, inefficiency costs covering all hours worked, overhead and profit.
13. FMB does not agree to indemnify and hold harmless Contractor or any party for their actual or alleged negligent acts or omissions, whether active or passive.
14. FMB indemnity obligation shall only apply in proportion to and to the extent that claims, damages, or losses result from the negligent acts or omissions of FMB or its employees.
15. It is assumed by FMB that change in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price.
16. Contractor will not incur any costs to be assessed against FMB without first providing FMB a written 72 hour notice to cure.
17. FMB will not be responsible for damage or loss of work in place caused by others.
18. FMB will be entitled to attorney's fees and its full costs by reason of any breach or default by Contractor.
19. Liability insurance coverage for actual or alleged damage caused by pollution, mold or terrorism is specifically excluded.
20. It is assumed that the Owner or Contractor will provide Builders Risk insurance adequate to cover FMB's work in place with a deductible not to exceed \$25,000.



4220 Douglas Blvd
Granite Bay, CA 95746

133

Attachment J



Our Performance Builds Relationships

Customer Acceptance and PO

Customer Representative Signature:

21. Authorizer Printed Name: _____
22. Authorizer's Title: _____
23. Authorizer Signature: _____
24. PO#: _____
25. Date: _____

FMB Representative Signature:

26. Representative Printed Name: _____
27. Representative's Title: _____
28. Representative's Signature: _____
29. Date: _____



4220 Douglas Blvd
Granite Bay, CA 95746

134



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 142219

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

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

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

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

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

Data current as of 11/28/2016 8:30:43 AM

Business Information

FRANK M BOOTH INC
P O BOX 5
MARYSVILLE, CA 95901
Business Phone Number:(530) 742-7134

Entity Corporation
Issue Date 11/30/1953
Expire Date 07/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
C16 - FIRE PROTECTION CONTRACTOR
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C36 - PLUMBING
C38 - REFRIGERATION
C42 - SANITATION SYSTEM
C43 - SHEET METAL
A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING
C23 - ORNAMENTAL METALS

Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

135

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 104098109

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual LAWRENCE RAYMOND BOOTH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/26/1983

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: DTJUB2D65506

Effective Date: 07/01/2016

Expire Date: 07/01/2017

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



FRANMBO-02

JRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2016

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 have ADDITIONAL INSURED provisions or 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 Warren G. Bender Co. 516 Gibson Drive Suite 240 Roseville, CA 95678	CONTACT NAME:		
	PHONE (A/C, No, Ext): (916) 380-5300	FAX (A/C, No): (916) 380-5206	
INSURED Frank M. Booth, Inc. dba Valley Sheet Metal Co. dba Frank Booth Design P O Box 5 Marysville, CA 95901	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty		25674
	INSURER B : Star Indemnity & Liability Co		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		DT22-CO-2D655067-TCT-16	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-2D655067-TCT-16	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000022832	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	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	N/A	DTJUB-2D65506-7-16	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation / Build			QT6601790N030	07/01/2016	07/01/2017	2,000,000
A	Property			QT6601790N030	07/01/2016	07/01/2017	Ded-5,000 8,362,000

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

Additional Insured per attached endorsement(s): Marysville Jt 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

CERTIFICATE HOLDER

CANCELLATION

Marysville Jt 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 

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – Provisions **A.-H.** and **J.-N.** of this endorsement broaden coverage, and provision **I.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. Broadened Named Insured | H. Additional Insured – State or Political Subdivisions |
| B. Extension of Coverage – Damage To Premises Rented To You | I. Other Insurance Condition |
| <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 | J. Increased Supplementary Payments |
| C. Blanket Waiver of Subrogation | <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day |
| D. Blanket Additional Insured – Managers or Lessors of Premises | K. Knowledge and Notice of Occurrence or Offense |
| E. Incidental Medical Malpractice | L. Unintentional Omission |
| F. Extension of Coverage – Bodily Injury | M. Personal Injury – Assumed by Contract |
| G. Contractual Liability – Railroads | N. Blanket Additional Insured – Lessor of Leased Equipment |

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision **A.** does not apply to any person or organization for which coverage is excluded by endorsement.

B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

E. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.

6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

F. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. CONTRACTUAL LIABILITY – RAILROADS

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

COMMERCIAL GENERAL LIABILITY

- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

I. OTHER INSURANCE CONDITION

- A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

- B. The following definition is added to DEFINITIONS (Section V):

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

J. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

- 1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
- 2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

- 1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- 2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
- 3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

L. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

M. PERSONAL INJURY – ASSUMED BY CONTRACT

- 1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- 2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
 - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- 3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
- 4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
- 2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL PROJECTS SUBJECT TO A
WRAP-UP INSURANCE PROGRAM
WITH LIMITED EXCEPTIONS FOR CERTAIN ONGOING
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., Exclusions, of SECTION 1 – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Wrap-up Insurance Programs

"Bodily injury" or "property damage" arising out of any project that is or was subject to a "wrap-up insurance program".

This exclusion does not apply to "bodily injury" or "property damage" arising out of your ongoing operations that:

- (1) Are being performed at any location owned by, or rented to, you that is outside the project site for that project and is not covered by the "wrap-up insurance program" for that project; or
- (2) Are punch list or warranty work, if coverage was available to the insured under the "wrap-up insurance program" for "bodily injury" and "property damage" arising out of your ongoing operations and the "bodily injury" or "property damage" occurs after the expiration of all such coverage.

The exceptions in this exclusion do not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" even if you are required to provide such coverage for an additional insured by a written contract or agreement.

2. The following is added to the DEFINITIONS Section:

"Wrap-up insurance program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which:

- a. Some or all of the contractors working on a specific project, or specific projects, are required to enroll in a program to obtain insurance that:
 - (1) Includes the same or similar insurance as that provided by this Coverage Part; and
 - (2) Is issued specifically for injury or damage arising out of such project or projects; and
- b. You are or were enrolled or allowed to enroll.

144