

March 3, 2017

Dear Board of Trustees and Dr. Todd,

I am pleased to submit this special report to you in advance of my presentation at the Board meeting on March 14. As Director of Program Services, I am currently supervising Health Services, Speech and Language services, Home Hospital services, 504 plans, and special education. This report serves to describe department staff and resources utilized to proudly serve the student population at MJUSD. My upcoming presentation will provide further detail regarding specific projects completed by our program services teams.

### Health Services

Health services staff consists of three school nurses, seven health aides and one health technician.

Among their many valuable responsibilities, our school nurses develop and implement individual health care plans for students. This year, they have developed 55 health care plans, 43 of which involve students with IEPs. Our nurses work diligently to communicate with parents, health care providers, and school staff to ensure everyone is properly trained on the implementation of health care plans and that staff are knowledgeable of each student's needs. School nurses also provide hearing and vision screening for a targeted population of 4,267 students, and make referrals based on their assessments. As a result of assessments this year, there were 743 referrals made related to vision, and 424 referrals made related to hearing.

We have health aides serving at school sites where there are higher levels of student health care needs. There are 24 diabetic students enrolled across the district who are monitored by health aides at breakfast and lunch daily. There are 5 students who require health aides to ride the bus daily to monitor seizures and properly administer medication. Our health aides also provide support in the monitoring of legal requirements regarding student immunizations. We have 33 students who fall with a conditional category, and our aides assist in facilitating extensive communication with families to help them access health care.

### Speech and Language

Our hardworking speech and language team consists of 11 speech and language therapists and 2 SLPAs. Our team includes 4 therapists who are interns. With Mr. Carreón's support, we have been working to attract and retain therapists despite the nation-wide shortage.

We currently provide speech and language therapy to 643 students. Our team has developed a collaborative culture by taking turns at monthly staff meetings to present current best practices and show off each of their therapy tools and case management strengths. Our goal is to create a guidebook as a resource for all district therapists to ensure consistency with case management and therapy. About 11% of our speech and language students are also autistic. We will continue to seek

professional development on evidence-based practices and assessment for students with autism in order to best serve these students.

#### Home Hospital

Home Hospital is a service for students who have medical conditions that prevent them from attending school. Through our closely monitored process, we have identified 5 students who need short-term instruction within the home setting. Our goal is to ensure there are no educational gaps while they are receiving home hospital services.

#### Section 504 Plans

Section 504 plans are to ensure that students with disabilities have an equal opportunity in order to access, participate in and derive benefits from public education programs. Our district's 504 teams meet to design accommodation plans for students that have a physical or mental impairment that substantially limits one or more major life activities. There are 29 trained 504 coordinators within our district who guide teams to determine eligibility and to monitor 64 active 504 plans.

#### Special Education

I have thoroughly enjoyed collaborating with Toni Vernier, Executive Director of Special Education, to support the program development for special education. Together we have established ongoing professional development for paraprofessionals and new teachers. We have also teamed with the County to monitor our special education students placed in County programs, and to ensure students transition successfully between the programs.

There are many students with specialized programming needs within our district. My goal is to help identify those needs and gather the proper resources to assist students in accessing their education. I want to ensure that we hold high standards so the students remain on track to graduate with a diploma and leave our district with the tools necessary to be successful. I value the collaborative process and I am very proud to work with the Marysville School District staff and parents.

I look forward to presenting before you at the March 14 board meeting.

Sincerely,



Jessica Guth

Director of Program Services



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

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 2/23/2017 (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 13, 2017 to March 13, 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 **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)** (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 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

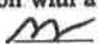
included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 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. 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.~~ *AK*

## 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. 
- 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.


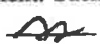
### III. INSURANCE

- 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*
- 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*

- 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. 
- 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.~~ 
- 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. 

### 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 
- 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. 

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. 

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. 

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: Rd  
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 per trainer (2 trainers)

Professional Development training includes:

The focus of this professional development is to provide a deeper understanding of implementing integrated and designated ELD instruction, differentiated instruction for small groups, and writing instruction. Two trainers will work with groups of K-1 and 2-6 teachers.

**Solution Tree, Inc.  
Purchase Agreement**

Effective March 3, 2017, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Marysville Joint Unified School District ("Customer") located at Marysville, CA US agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$6,500.00
<b>Total</b>	<b>\$6,500.00</b>

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	April 4, 2017

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Maria Nielsen ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*™ on April 4, 2017.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns 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 will 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. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- 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 will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ali Cummins  
Associate Director of Professional Development  
Solution Tree, Inc.

\_\_\_\_\_  
3/3/17  
Date

Please email this Agreement to Matei Tichindelean at [matei.tichindelean@SolutionTree.com](mailto:matei.tichindelean@SolutionTree.com) or fax to 866.308.3135.



**CONTACT INFORMATION**

Please provide the following information.

Who will be the contact person for the work?

Contact: Lennie Tate  
Title: Executive Director of Educational Services  
Phone: 530-749-6902  
Email: Ltate@mjvsd.k12.ca.us  
Cell #: —  
Fax: 530-741-7893

Who will receive and pay the invoices?

Contact: Shelly Arrenquin  
Title: Secretary II  
Phone: 530-749-6159  
Email: Sarrenquin@mjvsd.k12.ca.us  
Fax: 530-741-7893



## CONTRACT SERVICES AGREEMENT

Educational Services – Richards Institute, Education Through Music

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 3/13/2017 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Richards Institute, Education Through Music (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 13, 2017 – March 13, 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 up to SIX HUNDRED DOLLARS AND NO CENTS (\$600.00) (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 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, Marie Butler 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 5.2C 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.

- 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:**

Richards Institute of Education and Research,  
Education Through Music  
3379 Twin Oaks Dr.  
Napa, CA 94558

Phone: 707-637-3166

Fax: 707-261-9176

Email: marie@richardsinstitute.org

**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.

- 6.7 **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: Rh 3/2/17  
Ryah DiGiulio  
Assistant Superintendent of Business Services

Richards Institute of Education and Research,  
Education Through Music

By: Marie Butler

Name: Marie Butler

Title: Executive Director

Exhibit A  
Scope of Work

One day of professional development for all district Physical Education and Music Specialists on March 13, 2017 from 8:00am – 3:00pm.

Offering a refreshingly different way to approach learning, Education Through Music (ETM) frees adults to teach in accordance with the joyful nature of children. Through song and play, ETM provides a gateway for contemporary understanding of learning, motivation, child theory and cognitive development.

THIS AGREEMENT by and between the 13<sup>th</sup> District Agricultural Association, hereinafter called the Association, and Marysville Joint Unified School District hereinafter called the Renter,

WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on June 3, 2017 and ending on June 4, 2017.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement Reservation Fee (Non-Refundable) \$100 / Deposit (Refundable) \$200.00 / South Carnival Lot \$600.00 / Security \$817.00
3. The purposes of occupancy shall be limited to: Yuba-Sutter Pow Wow and shall be for no other purpose or purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below;

ONE THOUSAND SEVEN HUNDRED SEVENTEEN Dollars and ZERO cents (\$1717.00) IN ADVANCE / Use of any additional building, equipment, labor, or grounds will be an additional charge to the above rates\*\*Clean up by Fairgrounds \$47 per man hour (deducted from deposit)

5. Renter agrees to pay fees required by Association for additional equipment, fixtures, camping, and to guarantee the payment of:
  - (a) Any money which may be payable to Association under this agreement;
  - (b) Any damage to Fair property; and utility charges, if any;
  - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to Renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
13. Special Provisions:

The following documents are hereby made a part of this agreement: Standard Terms & Conditions-Exhibit A, Insurance Statement Exhibit B, Sexual Harassment-Exhibit C, Yuba City Zoning Regulations-Exhibit D, Alcoholic Beverage Statement-Attachment #2, Security Statement-Attachment #3. "In the event of any act of nature, state or national emergency, this contract may be cancelled at the option of the Association."

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.
- IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above Written.

13<sup>th</sup> District Agricultural Association  
Address: 442 Franklin Ave, Yuba City, CA 95991  
By: \_\_\_\_\_  
Title: CEO PH: 530-674-1280 FAX: 530-674-2196

Renter: Marysville Joint Unified School District  
Address: 4850 Olivehurst Avenue, Olivehurst, CA 95961  
By: \_\_\_\_\_  
Title: Assistant Superintendent Phone #: (530) 749-6196

Business Services  
Due to Safety and Liability concerns, all renters will be required to park in the South Parking Lot. Special arrangements will be made for Unloading Only!

Business Services Department

Approval: [Signature]  
Date: 1/30/17

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon Request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon Request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, not engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement" and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters' trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "rental agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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Attachment #3

### Interim Event Security Contract

This agreement by and between the **13<sup>th</sup> District Agricultural Association**, hereinafter called the Association, and Yuba-Sutter Pow Wow hereinafter called the Renter.  
(Name of Renter)

The purpose of this contract shall be limited to Fair Security Services to be provided on June 3-4, 2017. This event is a Pow Wow which will  
(Date of Event) (Event type)

take place in South Carnival Lot with expected attendance of 500 per day  
(Name of Hall/Area) (number)

The event will start at Sat 11:00 am and end at 9:00 pm  
(Time) (Time)

Security will **START** at Sun 10:30 am and **END** at 6:30 pm  
(Time) (Time)

# of Supervisors: 1 # of guards: 1

Renter agrees to pay to Association **IN ADVANCE** the total cost of \$ 817.00.

**SECURITY SUPERVISOR RESERVES THE RIGHT TO CALL IN ADDITIONAL GUARDS IF THE EVENT WARRANTS IT. SECURITY SUPERVISOR WILL INFORM THE RENTER AT THE TIME AND THE RENTER WILL BE RESPONSIBLE FOR THE COST OF THE GUARD TO THE FAIR.**

**IN THE EVENT THAT SECURITY IS REQUIRED TO STAY PAST CONTRACTED HOURS, THE RENTER WILL BE BILLED AT \$47 PER HOUR PER GUARD/SUPERVISOR.**

By signing this agreement you are agreeing to the terms of security listed above and understand that you will be billed for any additional hours that may be accrued on the day of your event.

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Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_



442 Franklin Avenue  
Yuba City, CA 95991

530.674.1280 tel  
530.674.2196 fax

13th District Agricultural Association • email: [Info@ysfair.com](mailto:Info@ysfair.com) • [www.yubasutterfair.com](http://www.yubasutterfair.com)

The undersigned agrees that he/she has read all rules and regulations pertaining to the rental and use of the facilities at the Yuba Sutter Fairgrounds. These rules include, but are not limited to, the General Rental Conditions and Rental Agreement Form F-31.

The undersigned agrees to abide by all rules and regulations set forth by the 13th District Agricultural Association (Yuba-Sutter Fair), including but not limited to the General Rental Conditions. Failure to do so can, and will result in additional charges and possible cancellation of event.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**California Expanded Learning Program  
Attendance Relief Request**

<b>Agency Name:</b> (From original grant application)	Marysville Joint Unified	<b>Grant ID #:</b> 58-23939-7273-EZ	
<b>Fiscal Year:</b>	2016-17	<b>Reporting Period:</b> (1 <sup>st</sup> or 2 <sup>nd</sup> Semi-annual Attendance Report)	2nd Half: After School Base

California *Education Code* Section 8482.8(d) allows that if a program grantee is temporarily prevented from operating its entire program due to natural disaster, civil unrest, or imminent danger to pupils or staff, they may request attendance credit for the days of closure.

**Instructions**

- E-mail this document to the Expanded Learning Division (EXPD) mailbox [expandedlearning@cde.ca.gov](mailto:expandedlearning@cde.ca.gov) and attach **one** of the following acceptable forms of evidence of closure for each program site:
  - Request for Allowance of Attendance (form J-13A)
  - School or district Web site announcement
  - Copy of board minutes
  - Newspaper article
  - Letter to parents or letter certifying closure signed by the superintendent or principal
- Fill out the information required below.
- Submit this original request and attachment(s) to the California Department of Education EXPD for approval no later than **January 31<sup>st</sup>** to receive attendance credit(s) for the previous calendar year.

Date(s) of Loss	CDS Code	School Name	Reason(s) for Loss (Attach at least one form of evidence for each site)	Component: ASB - Base ASSP - After School Supplemental BSB - Before School Base BSSP - Before School Supplemental	Number of Days Closed
2/14/17-2/21/17	58727366056625	Anna McKenney Intermediate	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056634	Arboga Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056659	Cedar Lane Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056667	Cordua Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056733	Covillaud Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056675	Dobbins Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727360119362	Edgewater Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056683	Ella Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056709	Johnson Park Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056774	Kynoch Elementary	Evacuation - Flood	ASB	5

(Attach extra sheet(s) if necessary)

<b>Contact person:</b> Tracy Pomeroy	<b>Title:</b> District Coordinator - After School Program	<b>Phone:</b> 530-749-6117
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If you have questions, or need to submit another type of evidence of closure not listed above, please call the Expanded Learning Division at (916) 319-0923 or contact your Regional Consultant at <http://www.cde.ca.gov/lr/ba/cp/regntwrkcontacts.asp>.

## California Expanded Learning Program Attendance Relief Request

<b>Agency Name:</b> (From original grant application)	Marysville Joint Unified	<b>Grant ID #:</b> 58-23939-7273-EZ	
<b>Fiscal Year:</b>	2016-17	<b>Reporting Period:</b> (1 <sup>st</sup> or 2 <sup>nd</sup> Semi-annual Attendance Report)	2nd Half: After School Base

California *Education Code* Section 8482.8(d) allows that if a program grantee is temporarily prevented from operating its entire program due to natural disaster, civil unrest, or imminent danger to pupils or staff, they may request attendance credit for the days of closure.

### Instructions

1. E-mail this document to the Expanded Learning Division (EXPD) mailbox [expandedlearning@cde.ca.gov](mailto:expandedlearning@cde.ca.gov) and attach **one** of the following acceptable forms of evidence of closure for each program site:
  - Request for Allowance of Attendance (form J-13A)
  - School or district Web site announcement
  - Copy of board minutes
  - Newspaper article
  - Letter to parents or letter certifying closure signed by the superintendent or principal
2. Fill out the information required below.
3. Submit this original request and attachment(s) to the California Department of Education EXPD for approval no later than **January 31<sup>st</sup>** to receive attendance credit(s) for the previous calendar year.

Date(s) of Loss	CDS Code	School Name	Reason(s) for Loss (Attach at least one form of evidence for each site)	Component: ASB - Base ASSP - After School Supplemental BSB - Before School Base BSSP - Before School Supplemental	Number of Days Closed
2/14/17-2/21/17	58727366056717	Linda Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727368056741	Olivehurst Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056782	Yuba Feather Elementary	Evacuation - Flood	ASB	5
2/14/17-2/21/17	58727366056790	Yuba Gardens Intermediate	Evacuation - Flood	ASB	5

(Attach extra sheet(s) if necessary)

<b>Contact person:</b> Tracy Pomeroy	<b>Title:</b> District Coordinator - After School Program	<b>Phone:</b> 530-749-6117
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If you have questions, or need to submit another type of evidence of closure not listed above, please call the Expanded Learning Division at (916) 319-0923 or contact your Regional Consultant at <http://www.cde.ca.gov/ls/ba/cp/regntwrkcontacts.asp>.

## Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Abe Lincoln (50)</b>				
P17-02555	HERFF JONES	6x8 plain black diploma covers	01-4300-1100	412.43
<b>Location After School Program (107)</b>				
P17-02534	S & S WORLDWIDE	YG ASEs	01-4300-6010	173.16
<b>Location Arboga Elementary (01)</b>				
P17-02506	B STREET THEATRE	B-Street/PRESTON	01-5801-0004	1,000.00
P17-02509	GOVCONNECTION, INC.	Otterbox	01-4300-3010	195.28
P17-02526	AMAZON.COM	Supplies/LIBRARY, Toner	01-4300-0003	243.53
P17-02587	APPLE COMPUTER INC	iPad Air 2	01-4300-3010	1,653.07
P17-02619	AMAZON.COM	Attendance/Behavior Incentives/OFFICE	01-4300-1100	152.39
P17-02659	GOPHER SPORT	Classroom Supplies/PRESTON	01-4300-1100	502.96
<b>Total Location</b>				<b>3,747.23</b>
<b>Location Browns Valley Elementary (03)</b>				
P17-02533	US GAMES	Coach V	01-4300-1100	52.02
P17-02563	Waterford Research Institute	Waterford	01-5801-1100	1,600.00
P17-02577	SHIFFLER EQUIPMENT SALES INC	Custodial	01-4320-0000	18.52
<b>Total Location</b>				<b>1,670.54</b>
<b>Location Business Services (106)</b>				
P17-02507	THE OMNI GROUP (TPA)	403B & 457B 2017-2018	01-5801-0000	8,399.00
P17-02542	PFM Group	Arbitrage 2008, Series 2009	01-5801-0000	3,000.00
<b>Total Location</b>				<b>11,399.00</b>
<b>Location Categorical (203)</b>				
P17-02531	VERIZON WIRELESS	iPhone SE Homeless Program 530-682-9494	01-4300-5630	33.99
P17-02602	OFFICE DEPOT B S D	Ped Files for Jami	01-4300-0003	267.37
<b>Total Location</b>				<b>267.36</b>
P17-02629	SMS TECH SOLUTIONS	Acrobat Pro for Cindy	01-5801-0003	172.12
<b>Total Location</b>				<b>740.84</b>
<b>Location Cedar Lane Elementary (05)</b>				
P17-02675	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lefever	01-4300-0003	32.45

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Charter Academy For Fine Arts (42)</b>				
P17-02503	AMAZON.COM	Supplies - Science	09-4300-0000	72.95
P17-02557	Mac To School	McDowell-Repair	09-5641-0000	99.00
P17-02559	Bok Kai Parade	Entry Fee	09-5890-0000	30.00
P17-02578	SARTA MEMBERSHIP	Elly Award	09-5801-0000	30.00
P17-02583	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	131.25
P17-02584	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	147.00
P17-02601	LOGAN ENTERTAINMENT	Sound	09-5801-0000	839.46
P17-02603	AMAZON.COM	Supplies - Dance	09-4300-9010	1,232.08
P17-02606	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Theater Club	09-4300-9010	40.22
P17-02607	CITY OF MARYSVILLE RECREATION DEPT	Sign Rental	09-5890-0000	150.00
P17-02630	AMAZON.COM	Supplies - Drama	09-4300-1100	178.67
<b>Total Location</b>				<b>2,950.63</b>

<b>Location Child Development (51)</b>				
P17-02499	AMAZON.COM	CLE Preschool TV	12-4300-6105	292.26
P17-02502	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Supplies RM C Jackie Midthun	12-4300-6105	172.02
P17-02561	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	School Readiness Supplies- Veronica Lepe	01-4300-9041	75.76
P17-02564	KAPLAN SCHOOL SUPPLY	Yuba Feather Preschool Supplies- Rhonda	12-4300-6105	37.42
P17-02565	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather Preschool Supplies- Rhonda	12-4300-6105	415.76
P17-02674	TROXELL COMMUNICATIONS INC	TV Mount	12-4300-6105	315.01
<b>Total Location</b>				<b>1,308.23</b>
<b>Location Community Day School (54)</b>				
P17-02484	WAL-MART COMMUNITY BRC	MCDS - SPECIAL ED. SUPPLIES	01-4300-6500	250.00
P17-02485	TROXELL COMMUNICATIONS INC	Chrombook Carts	01-4410-3010	2,868.63
P17-02558	AMAZON.COM	Sound System	01-4410-1100	548.96
<b>Total Location</b>				<b>4,417.59</b>

<b>Location Cordua Elementary (07)</b>				
P17-02530	Waterford Research Institute	Waterford	01-5801-0003	1,600.00
P17-02655	WALKER'S OFFICE SUPPLIES	Office Furniture	01-4300-1100	958.64
				<b>3,019.08</b>

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Total Location	5,577.72
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## Location Covillaud Elementary (09)

P17-02505	SAC VAL JANITORAL SALES & SERVICES, INC.	Door Mat	01-4300-0004	93.08
P17-02581	OFFICE DEPOT B S D	COV - Misc supplies	01-4300-1100	50.73
Total Location				143.81

## Location Edgewater Elementary (12)

P17-02541	SUTTER COUNTY SCHOOLS	EDG 6th Grade	01-5890-9010	5,287.50
P17-02543	NWN CORPORATION	Security Camera Server	01-4450-1100	11,821.73
P17-02547	RYE DESIGN	EDG	01-4300-0004	1,198.23
P17-02571	AMAZON.COM	EDG	01-4300-0003	57.64
P17-02580	U.LINE.COM	Tilt Truck	01-4410-0000	727.94
P17-02598	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0003	299.54
P17-02618	GOVCONNECTION, INC.	ELPLP42 Bulb	01-4300-0003	632.07
Total Location				20,024.65

## Location Ella Elementary (13)

P17-02482	TROXELL COMMUNICATIONS INC	Elmo	01-4410-0003	599.71
P17-02501	AMAZON.COM	Tk-3	01-4300-3010	275.23
P17-02567	THE TREE HOUSE	Toner	01-4300-3010	828.11
P17-02568	CDW-G COMPUTER CENTER	Toner	01-4300-3010	1,786.13
P17-02576	TROXELL COMMUNICATIONS INC	Elmos	01-4410-3010	4,197.94
P17-02592	CDW-G COMPUTER CENTER	Tech. Supplies	01-4300-3010	385.54
P17-02597	GOVCONNECTION, INC.	Printers and Otterboxes	01-4300-3010	7,439.37
P17-02599	GOVCONNECTION, INC.	Lamps	01-4300-3010	710.55
P17-02604	Applied Landscape Materials	shredded cedar	01-4300-1100	747.00
P17-02635	SCHOOL SPECIALTY	Basketball System	01-4410-1100	2,925.08
P17-02641	AMAZON.COM	Ballast bag and pump	01-4300-1100	357.18
P17-02676	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	classroom supplies	01-4300-0003	137.39
Total Location				20,389.23

## Location Facilities (66)

P17-02433	BOB'S LOCK & KEY	8171 LHS HVAC Inc 2	01-5890-0010	300.00
P17-02574	NSP3	8178 Foothill Gable Walkway Cover Fabrication	01-6170-0010	31,716.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
<b>Location Facilities (66) (continued)</b>					
P17-02609	NWN CORPORATION	Scanner for Diana's Desk	01-4410-0000	968.84	
P17-02638	THE TREE HOUSE	Toner	01-4300-0000	1,418.08	
P17-02649	Crusader Fence Co., Inc.	8075 Vandalism tennis court fence	01-5801-0010	3,919.99	
<b>Total Location</b>				<b>38,322.91</b>	
<b>Location Foothill Intermediate (35)</b>					
P17-02481	TFD Unlimited, LLC	Earbuds	01-4300-3010	178.61	
P17-02488	FISHER SCIENTIFIC	Science	01-4300-3010	725.28	
P17-02572	TROXELL COMMUNICATIONS INC	Smartboard Brake	01-4300-1100	20.57	
P17-02579	AMAZON.COM	FHS	01-4300-0003	124.48	
P17-02624	TROXELL COMMUNICATIONS INC	Elmo	01-4410-3010	599.71	
P17-02632	SCHOLASTIC	Tim Moriarty	01-4300-0003	171.68	
P17-02661	SCHOLASTIC	hogerty	01-4300-0003	174.12	
<b>Total Location</b>				<b>1,994.45</b>	
<b>Location Grounds (65)</b>					
P17-02515	TRACTOR SUPPLY COMPANY	GROUNDS	01-4300-8150	58.43	
P17-02621	AMAZON.COM	GROUNDS/MAURICE	01-4300-0000	39.45	
<b>Total Location</b>				<b>97.88</b>	
<b>Location Indian Education (108)</b>					
P17-02518	Carlisle F Phillips	YS WINTER PW	01-5801-4511	1,000.00	
P17-02519	VAL SHADOWHAWK	YS WINTER PW	01-5801-4511	440.00	
P17-02520	Winter Lynn Lyman	YS WINER PW	01-5801-4511	150.00	
P17-02521	EUGENE NEWMAN	YS WINTER PW	01-5801-4511	400.00	
P17-02522	Rea Diane Cichocki-Fowler	YS WINTER PW	01-5801-4511	150.00	
P17-02523	Daniel Perry	YS WINTER PW	01-5801-4511	250.00	
P17-02524	Dale Johnson	YS WINTER PW	01-5801-4511	210.00	
P17-02525	Jason Johnson	YS WINTER PW	01-5801-4511	150.00	
P17-02535	Davinique Perez	YS WINTER PW	01-5801-4511	150.00	
P17-02536	Manual Lieras	YS WINTER PW	01-5801-4511	430.00	
P17-02546	Michael Bellanger Andrews	YS WINTER PW	01-5801-4511	430.00	
<b>Total Location</b>				<b>3,760.00</b>	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Instruction (IMC) (110)</b>				
P17-02663	OFFICE DEPOT B S D	Folders	01-4300-0000	74.45
P17-02664	BALLARD-TIGHE	IPT I-SPANISH, 4th ED. (K-6)	01-4300-0000	612.32
		<b>Total Location</b>		<b>686.77</b>
<b>Location Johnson Park Elementary (15)</b>				
P17-02610	CDW-G COMPUTER CENTER	Chromebbooks, 14" & 11"4GB	01-4300-3010	16,832.05
P17-02611	GOVCONNECTION, INC.	Headset	01-4300-3010	152.99
		<b>Total Location</b>		<b>16,985.04</b>
<b>Location Kynoch Elementary (17)</b>				
P17-02600	SCHOLASTIC	RM 22, 4TH GRADE NOVEL STUDY BOOKS	01-4200-0003	386.93
P17-02605	Friends of Sutter's Fort c/o Sutter's Fort Trapper's Camp	4th grade to Sutter's Fort Trappers' Camp	01-5890-9010	480.00
P17-02620	School Life	BRAG TAGS FOR HONOR ROLL AND 2ND GR.	01-4300-0004	607.52
P17-02626	LEGO EDUCATIONAL DIVISION	Rm 22 order for 4th grade per Mrs. Huerta	01-4300-0003	238.43
P17-02672	Mohawk USA, LLC	KYN iPad Cases	01-4300-0003	630.38
		<b>Total Location</b>		<b>2,343.26</b>
<b>Location Linda Elementary (19)</b>				
P17-02487	CDW-G COMPUTER CENTER	Admin CPUs	01-4410-1100	2,078.40
P17-02498	California Weekly Explorer	4th grade assembly 9/19/2016	01-5801-9010	680.00
P17-02566	TROXELL COMMUNICATIONS INC	Smartboard Rail Clips	01-4300-3010	85.08
P17-02658	ACP DIRECT	headphones	01-4300-3010	399.44
P17-02670	AssetGenie, Inc., dba AG iRepair	3 iPad Screen Repairs	01-5641-3010	237.00
		<b>Total Location</b>		<b>3,479.92</b>
<b>Location Lindhurst High (43)</b>				
P17-02573	GOVCONNECTION, INC.	Digital recorders	01-4300-0004	1,191.29
P17-02633	AMAZON.COM	Classroom Supplies	01-4300-0003	401.87
P17-02654	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0004	450.43
P17-02665	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-7010	300.00
P17-02666	DEMCO	Classroom Supplies	01-4300-0003	421.85
		<b>Total Location</b>		<b>2,837.52</b>
<b>Location Loma Rica Elementary (21)</b>				

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## Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21)				
P17-02486	HANDWRITING WITHOUT TEARS	LRE	01-4300-0003	799.08
P17-02644	SCHOOL MATE	Student Planners	01-4300-0003	199.61
Total Location				998.69
Location Maintenance (63)				
P17-02387	H. MILLER TRUCKING	MAINTENANCE/FOOTHILL	01-4300-8150	581.57
P17-02467	KNOX COMPANY	MAINTENANCE/SCOTT LANE	01-4300-8150	367.91
P17-02510	GEARY PACIFIC SUPPLY	MAINTENANCE/SLHS RM S5	01-4450-8150	5,406.21
P17-02511	Decker Equipment/School Fix	MAINTENANCE/FOOTHILL SCHOOL	01-4410-8150	2,230.12
P17-02512	CARPET CLEARANCE CENTER	MAINTENANCE	01-4300-8150	37.40
P17-02513	RB SPENCER	MAINTENANCE	01-4300-8150	403.97
P17-02514	RB SPENCER	MAINTENANCE/MHS	01-5641-8150	545.71
P17-02516	STATE BOARD OF EQUALIZATION ENVIRONMENTAL FEES DIVISION	MAINTENANCE 2016	01-5890-8150	220.00
P17-02517	Decker Equipment/School Fix	MAINTENANCE/SPORTS MED ROOM/MHS	01-4410-8150	1,597.91
P17-02585	HORIZON SAFETY DISTRIBUTING	MAINTENANCE/THINIOJOSA	01-4300-8150	74.15
P17-02586	SIMPLEXGRINNELL LP	MAINTENANCE/ERENNARD/STOCK	01-4300-8150	2,563.27
P17-02608	AIR FILTER SUPPLY	MAINTENANCE	01-4300-8150	98.57
P17-02634	Carrier Corporation	MAINTENANCE/LHS F BLDG	01-5801-8150	262.50
P17-02636	FRANK M. BOOTH, INC.	MAINTENANCE/YUBA GRADENS GYM	01-5642-8150	984.00
P17-02637	MESCHER DOOR COMPANY	MAINTENANCE/GROUNDS SHOP	01-5642-8150	999.99
P17-02640	Acme Tools	Gas Detector	01-4300-8150	805.19
P17-02650	INDUSTRIAL POWER PRODUCTS	MAINTENANCE	01-5801-8150	170.67
P17-02651	Live Oak Canvas Shop	MAINTENANCE/POOL	01-5642-8150	110.00
P17-02652	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE	01-4300-8150	46.07
P17-02653	VOLTAGE SPECIALISTS	MAINTENANCE	01-4300-8150	2,850.00
Total Location				20,355.21
Location Marysville High (45)				
P17-02483	GOVCONNECTION, INC.	Printer for Magill	01-4300-9023	300.68
P17-02490	THE TREE HOUSE	Toner	01-4300-0003	120.42
P17-02491	GOVCONNECTION, INC.	Samsung Toner for ML4020 printer	01-4300-0003	403.21
P17-02528	MYERS-STEVENSON & CO INC	FARMS 1/18/2017	01-5890-7010	35.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-02529	MYERS-STEVENSON & CO INC	FARMS 2/1/2017	01-5890-7010	35.00
P17-02537	AMAZON.COM	ASB Supplies	01-4300-9010	14.02
P17-02550	MYERS-STEVENSON & CO INC	Field Trip Insurance TLC	01-5890-0004	35.00
P17-02588	MYERS-STEVENSON & CO INC	Skills USA to UTI 2/4/2017	01-5890-0004	35.00
P17-02589	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TROP Natural Resources Supplies	01-4300-0004	150.00
P17-02596	CDW-G COMPUTER CENTER	Classroom CPU and monitor	01-4410-9023	844.89
P17-02616	AMAZON.COM	Link Crew Supplies	01-4300-0004	30.14
P17-02628	ABC SCHOOL EQUIPMENT	White Board	01-4300-9023	411.69
P17-02639	RISO PRODUCTS OF SACRAMENTO	RISO Supplies	01-4300-0003	1,832.24
P17-02642	CAROLINA BIOLOGICAL SUPPLY CO	Anatomy Supplies - Cats	01-4300-0003	1,575.09
P17-02673	SAC VAL JANITORIAL SALES & SERVICES, INC.	MHS Sports Med	01-4300-6387	362.69
Total Location				6,185.07

Location McKenney Intermediate (37)				
P17-02545	SCHOLASTIC	LIBRARY	01-4200-9010	154.50
P17-02551	AMAZON.COM	OFFICE	01-4300-1100	567.50
P17-02552	MYERS-STEVENSON & CO INC	SHORT TERM INSURANCE	01-5890-1100	131.25
P17-02554	FISHER SCIENTIFIC	BEYMER	01-4300-3010	345.96
P17-02556	AMAZON.COM	TESTING	01-4300-1100	757.60
P17-02591	TROXELL COMMUNICATIONS INC	Chromebook Carts & Projector	01-4410-3010	4,081.03
Total Location				6,037.84

Location Nutrition Services (73)				
P17-02478	GOODMAN FOODS	Food Order for Warehouse Inventory	13-9325-5310	8,492.26
P17-02479	RB SPENCER	Freezer Repair	13-5641-5310	449.63
P17-02480	EAST BAY RESTAURANT SUPPLY, INC.	Refrigerator Repair	13-5641-5310	237.50
P17-02495	WILD RIVER MARKETING	Blanket Purchase Order 16/17 School Year	13-4716-5310	15,000.00
P17-02496	WAWONA FROZEN FOODS	Food Order for Warehouse Inventory	13-9325-5310	2,334.60
P17-02497	Rich Chicks, LLC	Food Order for Warehouse Inventory	13-9325-5310	13,877.20
P17-02569	INTEGRATED FOOD SERVICES	Food Order for Warehouse Inventory	13-9325-5310	9,352.26
P17-02570	LA TAPATIA TORTILLERIA, INC	Chip order for Warehouse Inventory	13-9325-5310	213.00
P17-02593	Tasty Brands	Food Order for Warehouse	13-9325-5310	15,442.87

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Nutrition Services (73) (continued)</b>				
P17-02594	CALIFORNIA DEPT OF EDUCATION CASHIER'S OFFICE	Processor Fee for 2016-2017 School Year	13-4712-5310	3,599.88
P17-02622	Bay State Milling	Bouncer Flour for Warehouse Inventory	13-9325-5310	2,437.50
P17-02623	LA TAPATIA TORTILLERIA, INC	Tortilla Chips for Warehouse Inventory	13-9325-5310	497.00
P17-02646	Crown Distributing	Kitchen Supplies for Warehouse Inventory	13-4313-5310	44.46
P17-02647	Sysco Sacramento, Inc.	Supplies for Warehouse Inventory	13-9326-5310	1,142.29
			13-9325-5310	2,474.00
			13-9326-5310	5,115.92
P17-02648	Pankia Ly	Student Refund	13-5892-5310	29.75
P17-02669	Joya Pha	Student Refund	13-5892-5310	55.00
<b>Total Location</b>				<b>80,795.12</b>
<b>Location Olivehurst Elementary (25)</b>				
P17-00925	CASH & CARRY	SUPPLIES	01-4300-1100	900.00
P17-02595	CDW-G COMPUTER CENTER	Admin CPU and monitors	01-4410-1100	1,382.34
P17-02627	Today's Classroom	PANDA HEADSETS	01-4300-3010	1,139.11
P17-02656	CDW-G COMPUTER CENTER	Chromebook Carts	01-4410-3010	7,871.94
P17-02657	CDW-G COMPUTER CENTER	11" 4GB Chromebooks	01-4300-3010	22,472.63
<b>Total Location</b>				<b>33,766.02</b>
<b>Location Pupil Services (202)</b>				
P17-02493	AMAZON.COM	headsets for Rachel Stevenson at Ella School	01-4300-6500	461.60
P17-02494	StarSmilez	dental van order	01-4300-9014	780.42
P17-02508	AMAZON.COM	dental van outreach	01-4300-9014	42.00
P17-02527	SUPER DUPER PUBLICATIONS DEPT SD 2004	Order for H. E.	01-4300-6500	61.57
P17-02532	AMAZON.COM	headsets for Gyan class at Cedar Lane	01-4300-6500	307.73
P17-02548	FLAGHOUSE	supplies for ed classroom	01-4300-0000	113.07
P17-02549	AMAZON.COM	book	01-4300-0000	340.91
P17-02612	PEARSON ASSESSMENT'S ORDER DEPARTMENT	ordered for Linda A	01-4300-0000	99.54
P17-02613	PEARSON CUSTOMER SERVICE	Order for Lauren Merrill	01-4300-6500	48.07
P17-02614	PRO-ED	Order for Lauren Merrill	01-4300-6500	98.15
P17-02615	PRO-ED	Order for Lauren Merrill	01-4300-6500	66.22
P17-02617	PEARSON CUSTOMER SERVICE	Order for Nicole Masters	01-4300-6500	103.18

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## Location

Includes Purchase Orders dated 02/01/2017 - 03/01/2017				Board Meeting Date March 14, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
<b>Location Pupil Services (202) (continued)</b>					
P17-02643	SUPER DUPER PUBLICATIONS DEPT SD 2004	Order for Sheena Feters	01-4300-6500	267.05	
P17-02645	Pearson Clinical Order Dept.	Testing Protocols for Nikki Hu	01-4300-6500	60.23	
P17-02662	Pearson Clinical Order Dept.	Protocols for Sheena Feters	01-4300-6500	376.96	
			<b>Total Location</b>	<b>3,226.70</b>	
<b>Location Purchasing (104)</b>					
P17-02553	WALKER'S OFFICE SUPPLIES	Chair Cylinders	01-4300-0000	193.20	
P17-02631	SAM'S CLUB DIRECT 0402414555714	Sam's Direct Fee	01-5890-0000	95.00	
			<b>Total Location</b>	<b>288.20</b>	
<b>Location South Lindhurst (47)</b>					
P17-02560	North State Screenprinting	Student Achievement Shirts	01-4300-1100	816.75	
P17-02575	NEVADA UNION FFA	Sierra Buttes Sectional Contest	01-5890-7010	32.00	
P17-02590	Ascend Education	Ascend Math	01-5801-3010	865.00	
P17-02625	Gallup, Inc.	Strengths Quest	01-5801-0003	1,498.50	
			<b>Total Location</b>	<b>3,212.25</b>	
<b>Location Superintendent (101)</b>					
P17-02492	SUTTER COUNTY SUPERINTENDENT OF SCHOOLS	ACSA CSY Charter Dinner	01-4300-0000	200.00	
<b>Location Transportation (69)</b>					
P17-02504	TRANSPORTATION CHARTER SRV INC	TRANSPORTATION/CHARTER	01-5880-0230	2,250.00	
P17-02539	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	3,466.15	
P17-02540	NORTH VALLEY BARRICADE & SAFET	TRANSPORTATION/SUPPLIES	01-4300-0230	500.00	
P17-02660	CDW-G COMPUTER CENTER	Laptop	01-4410-0230	996.76	
			<b>Total Location</b>	<b>7,212.91</b>	
<b>Location Warehouse (71)</b>					
P17-02562	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	714.30	
P17-02668	HILLYARD - SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	7,695.15	
			<b>Total Location</b>	<b>8,409.45</b>	
<b>Location Yuba Feather K-6 (29)</b>					
P17-02582	SCHOOL SPECIALTY	Yuba Feather School	01-4300-0003	58.48	
<b>Location Yuba Gardens Intermediate (39)</b>					

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
P17-02538	TFD Unlimited, LLC	YLIST/GATES	01-4300-3010	476.30

Total Number of POs

198

Total

314,717.50

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	166	229,739.28
09	Chtr Schs	11	2,950.63
12	Child Dev	5	1,232.47
13	Cafeteria	16	80,795.12
Total			314,717.50

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Includes Purchase Orders dated 02/01/2017 - 03/01/2017

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## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P17-00141	11,000.00	01-4300	Gen Fund/Mat&Suppli	3,000.00
P17-00157	3,500.00	01-5840	Gen Fund/Audit	500.00
P17-00216	3,700.00	01-4300	Gen Fund/Mat&Suppli	700.00
P17-00245	4,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P17-00260	1,400.00	01-5801	Gen Fund/Contracts	500.00
P17-00416	2,300.00	01-5630	Gen Fund/Rents/Leas	200.00
P17-00657	12,500.00	13-5641	Cafeteria/Equip Repa	2,500.00
P17-00809	632.22	09-4300	Chtr Schs/Mat&Suppli	207.59
P17-01250	9,000.00	01-4300	Gen Fund/Mat&Suppli	4,000.00
P17-01295	11,000.00	01-5641	Gen Fund/Equip Repa	4,000.00
P17-01589	168.05	01-4300	Gen Fund/Mat&Suppli	29.28
P17-01840	10,000.00	01-5641	Gen Fund/Equip Repa	2,000.00
P17-01951	5,350.00	09-5801	Chtr Schs/Contracts	5,000.00
P17-02094	161.94	01-4300	Gen Fund/Mat&Suppli	27.96-
P17-02163	76.89	01-4300	Gen Fund/Mat&Suppli	35.58
Total PO Changes				25,644.49

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# 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 March 14, 2017 (Insert Board meeting date or ratification date), by and between Warren Asbestos, 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 --- and 0/100 Dollars (\$ 6,900.00 )

(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: C22 (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_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of March, 15, 2017. (insert date after Board approval date or ratification date) with work to be completed within Sixty ( 60 ) consecutive days and/or by May, 15, 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

68-0319062  
 Employer Identification Number

License No: 674559 Classification: C22 Expiration Date: 7/31/2017

(District Use Only: License verified by Julie Brown Date: 1/26/17  
 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: Warren Asbestos

Contractor Address: PO Box 310  
Bangor, CA 95914

Phone: (530) 679-1100

Email: kevin@warrenasbestos.com

Print Name: Kevin Nichols

Title: president

Authorized Signature: [Signature]

District Acceptance: Ryan DiGiullo, Assistant Superintendent of Business Services

Date: \_\_\_\_\_ Board Approval Date



# Marysville Joint Unified School District

## ATTACHMENT A

### CONTRACTOR CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

David Moser  
Christopher Nichols  
Joshua Saum  
Kaifus Knoefler  
Rodney Lee Sr.

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: 11/31/17

Warren Asbestos Abatement Contractors Inc.  
(Company)

 (Authorized Signature)

Kevin Nichols (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](http://www.dir.ca.gov)).

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2016, 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 or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

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

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

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

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

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

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

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

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

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

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

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



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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 Contractors' 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



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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 15, 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 "Kevin Nichols", is written over a horizontal line.

Signature, Contractor's Authorized Representative

Kevin Nichols

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.: District Office Abatement between the Marysville Joint Unified School District ("District" or "Owner") and Warren Asbestos ("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: Kevin Nichols

Title: President

☐ 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

**X**

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: 2-9-17

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.: District Office Abatement  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Warren Asbestos (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: 11/31/17  
Proper Name of Contractor: Warren Asbestos Abatement Contractors INC.  
Signature: *Kevin Nichols*  
Print Name: Kevin Nichols  
Title: President

(Remainder of page left blank intentionally)

Attachment F

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)[Go to Search](#)[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 filter the results. You can select multiple criteria to filter the results.

Registration Year:

PWC Registration

Contractor Legal N

License Number:

County:

## Search Results

One registered contra

Details	Legal Name
<a href="#">View</a>	WARREN ASBESTOS

## About DIR

[Who we are](#)[DIR Divisions, &](#)[Contact DIR](#)

## 1000000234 Contractor Details

## Contractor Information

## Legal Entity Information

## Workers' Compensation

## Legal Name

WARREN ASBESTOS ABATEMENT CONTRACTORS, INC

## Legal Entity Type

CORPORATION

## Trade Name

ASBESTOS ABATEMENT AND SOFT DEMO

## License Number(s)

CSLB :674559

## Mailing Address

P.O. BOX 310

BANGOR, CA 95914

## Physical Address

209 MCCATON DR

BANGOR, CA 95914

## Email Address

KEVIN@WARRENASBESTOS.COM

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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE – CA FORM 590

YEAR <b>2017</b>		<b>Withholding Exemption Certificate</b>		CALIFORNIA FORM <b>590</b>	
(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 <b>Warren Asbestos Abatement Contractors, Inc.</b>			Vendor/Payee's <input type="checkbox"/> SOS no. <b>68-0319062</b>		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <b>P.O. Box 310</b>			<input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN		
City <b>Bangor</b>			APT no.	Private Mailbox no.	Vendor/Payee's daytime telephone no. <b>(530) 718-9188</b>
State <b>CA</b>			ZIP Code <b>95914</b>		

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) **Kevin Nichols**  
Vendor/Payee's signature **Kevin Nichols** Date **11/31/17**



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
---	---	---

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Warren Asbestos Abatement Contractors Inc.**

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

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

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

5 Address (number, street, and apt. or suite no.)  
**P.O. Box 310**

6 City, state, and ZIP code  
**Bangor CA 95914**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number
-  -
or
Employer identification number
<b>08-0319062</b>

**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 and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ <b>11/31/17</b>
-----------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

# Attachment I



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATEHOLDER. 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 CERTIFICATEHOLDER.

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONS 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 certificateholder in lieu of such endorsement(s).

PRODUCER <b>ISU INS SERV - BC ENV BROKERAGE</b> 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: <b>DINA ATHEY</b>	
	PHONE (A/C, No, Ext): <b>(916) 939-1080</b>	FAX (A/C, No): <b>(916) 939-1085</b>
INSURED <b>WARREN ASBESTOS ABATEMENT CONTRACTORS, INC.</b> P.O. BOX 310 BANGOR, CA 95914	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>WESTCHESTER SURP LINES INS CO.</b>	NAICS: <b>10172</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	UNITS
<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONT. POLLUTION</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<b>G28204310 001</b>	<b>12/31/16</b>	<b>12/31/17</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY/AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	<b>G28204334 001</b>	<b>12/31/16</b>	<b>12/31/17</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPERTY DAMAGE/INJURY TO THE OPERATIONS/LOCATIONS/VEHICLES (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: DISTRICT OFFICE - 1919 B STREET, MARYSVILLE, CA 95901  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT HAS BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY.

### CERTIFICATE HOLDER

### CANCELLATION

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
ATTN: JULIE BROWN  
1919 B ST.  
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 PROMSIONS.

AUTHORIZED REPRESENTATIVE

*Matthew C Wallen*

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**EMAILED**

Purchasing 2/9-17

The ACORD name and logo are registered marks of ACORD

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Attachment I

POLICYHOLDER COPY

NF



P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-31-2017

GROUP:  
POLICY NUMBER: 1174049-2017  
CERTIFICATE ID: 729  
CERTIFICATE EXPIRES: 01-01-2018  
01-01-2017/01-01-2018

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT NF  
1919 B ST  
MARYSVILLE CA 95901-3731

JOB: DISTRICT OFFICE  
1919 B STREET  
MARYSVILLE  
CA 95901

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2017-01-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2001 ASBESTOS CERTIFICATION EFFECTIVE 01-19-1990 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

WARREN ASBESTOS ABATEMENT CONTRACTORS, INC  
PO BOX 310  
BANGOR CA 95914

[P16,NJ]

**EMAILED**

*Purchasing 2-9-17*

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Attachment J

**Warren.asbestos**

LIC: 674559 / DOSH: 238

P.O. Box 310  
Bangor, CA 95914  
530.679.1100



NAT-44296-1

Estimate

Date	Estimate #
1/23/2017	1449

Name / Address	Project
Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Attn: Travis Fx:(530)741-7874	District Office Marysville, CA

Claim / P.O. No.

Warren Asbestos will furnish all the required submittals and materials necessary to perform work as described below. Warren Asbestos carries a \$2,000,000 General Liability Insurance Policy. All rules and regulations of Local Air Qualities, OSHA and EPA will be followed during the project.

Item	Description	Qty	Rate	Total
Abatement	Cleanup and abatement in attic space. All work will be done accordance with all Federal, State, and local Regulatory agencies. Included in price is the cleaning of all studs, affected ceilings, ductwork, etc. All work will be done under full containment and workers will wear full P.P.E for the duration of the project.  Prevailing wages do not apply to this project.		6,900.00	6,900.00

Thank you for the opportunity to quote this project.

**Total****\$6,900.00**

Phone #	Fax #	E-mail
530-679-1100	530-679-1010	kevin@warrenasbestos.com

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# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 674559

**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 1/26/2017 7:52:11 AM

### Business Information

WARREN ASBESTOS ABATEMENT CONTRACTORS INC  
P O BOX 310  
BANGOR, CA 95914  
Business Phone Number:(530) 712-9188

Entity Corporation  
Issue Date 07/21/1993  
Expire Date 07/31/2017

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

B - GENERAL BUILDING CONTRACTOR  
C-2 - INSULATION AND ACOUSTICAL  
C39 - ROOFING  
C22 - ASBESTOS ABATEMENT

### Certifications

ASB - ASBESTOS (Check DOSH Asbestos Registration)

### Bonding Information

#### **Contractor's Bond**

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
**Bond Number:** SC6005250  
**Bond Amount:** \$15,000  
**Effective Date:** 01/01/2016  
Contractor's Bond History

### Bond of Qualifying Individual

The qualifying individual KEVIN GUY NICHOLS 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:** 11/18/2015  
BQI's Bond History

### Workers' Compensation

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

**Policy Number:** 1174049

**Effective Date:** 01/01/1995

**Expire Date:** 01/01/2018

Workers' Compensation History

**Miscellaneous Information**

11/18/2015 - DOSH REGISTRATION VERIFIED FOR C22

11/18/2015 - DOSH REGISTRATION VERIFIED FOR C22

**Other**

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

**FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT  
AB923 BUS REPLACEMENT AGREEMENT**

This Agreement (Agreement) is between the Marysville Joint Unified School District ("Participant"), a public agency of the State of California, and the Feather River Air Quality Management District ("District"), a body corporate and politic and a public agency of the State of California.

**1.0. Recitals**

- 1.1. The District is part of the Federal Sacramento Ozone Nonattainment Area (SFNA or Nonattainment Area). A map of the Nonattainment Area is included in Exhibit A. Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants. The majority of NOx in the Nonattainment Area is generated by vehicles, including heavy-duty vehicles and engines.
- 1.2. The District is the local agency within the boundaries of Yuba and Sutter counties with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuel programs, and motor vehicle use reduction measures under Health and Safety Code Section 40961.
- 1.3. The District is authorized by Health and Safety Code Sections 41062(a) and 41082 to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission vehicles.
- 1.4. The District's Board of Directors adopted Resolution 2005-13 on December 5, 2005 in accordance with AB 923, increasing the DMV Surcharge Fee from \$4.00 to \$6.00 to provide approximately an additional \$250,000 per year into the District Motor Vehicle Registration Fund, for projects that would reduce vehicle emissions.
- 1.5. The AB 923 was established as a grant program to include the purchase of new school buses to replace old, high-polluting public school buses. The primary goal of this program is to reduce school children's exposure to both cancer-causing and smog-forming pollution. The replacement of old, high-emitting public school buses significantly reduce both NOx and toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.6. The California Air Resources Board (CARB) has defined particulate matter (PM) from diesel-fueled vehicles and engines as a toxic air contaminant. CARB and air districts recognize that PM emissions from diesel-fueled engines and vehicles are a serious public health concern, and that PM poses an increased risk to school age children because children are more susceptible to PM's harmful health effects.
- 1.7. This Agreement will help fund the replacement of old, high-emitting public school buses to significantly reduce toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.8. Participant understands that the purpose of the Program, and this Agreement, is to help the District achieve clean air standards as required by state and federal law.
- 1.9. The parties specifically recognize that CARB, EPA, and DOE, as applicable, are third-party beneficiaries to this Agreement and have the right to audit compliance with the Agreement, including conducting inspections, and have the right to enforce Participant's compliance with the terms of the Agreement.

Business Services Department

Approval: [Signature]

Date: 3/3/17

## 2.0. Special Terms and Conditions

The parties agree to the terms and conditions listed below:

- 2.1. **Definitions:** As used in this Agreement, the following terms have the following meanings:
- 2.1.1 **"1977-1993 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with an engine model year between 1977 and 1993.
  - 2.1.2 **"Certified"** means a motor vehicle or engine that is certified by CARB or EPA to an emission standard or standards.
  - 2.1.3 **"Dismantle or Destroy"** means to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part. The vehicle or equipment is rendered permanently incapable of passing a California Highway Patrol (CHP) inspection or is otherwise deemed permanently illegal to operate on public roads.
  - 2.1.4 **"Existing School Bus"** means the pre-1993, diesel or gasoline powered, heavy-duty engine school bus listed in Exhibit B that meets the March 27, 2008 LESBP Guideline criteria, and that the Program Participant surrenders for destruction.
  - 2.1.5 **"In Regular Use"** means that the Existing School Bus was routinely used each school day to transport school children to and from school.
  - 2.1.6 **"New Equipment"** means the on-road motor vehicles, devices, and/or emission control systems funded under this Agreement and identified in Exhibit B.
  - 2.1.7 **"Participant Agreement"** means the AB 923 Agreement between the District and a Program Participant, under which the District agrees to pay the Program Participant a specific amount to help offset the cost of purchasing a qualifying replacement school bus from Dealership.
  - 2.1.8 **"Pre-1977 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with a chassis manufactured on or before April 1, 1977.
  - 2.1.9 **"Pre-1993 School Bus"** refers to both pre-1977 chassis model year buses and 1977-1993 engine model year school buses.
  - 2.1.10 **"Project Completion"** means the implementing agency has confirmed that the new equipment is operational. Project Completion cannot occur before the date of execution of the Participant Agreement.
  - 2.1.11 **"Project Implementation"** means the period following Project Completion, during which period the participant must meet the performance obligation in Exhibit C.
  - 2.1.12 **"Program Participant"** means a public school district or Joint Powers Authorities (JPA) formed by several school districts in California that owns their own buses and is receiving funds to aid in the purchase of the Replacement School Bus.

2.1.13 **"Replacement School Bus"** means the newer, lower-emission diesel or alternative fuel school bus described in Exhibit B that meets the CARB emission criteria shown below and the equipment criteria defined in the Lower-Emission School Bus Program Guidelines.

2.1.14 **"Verified"** means a device, fuel, or system that is verified by CARB or EPA to reduce emissions from a mobile source by a verified amount.

2.2 **Agreement:** The Participant agrees to replace existing pre-1993 school buses with newer, low emission school buses as approved by the California Air Resources Board Lower-Emission School Bus Program Guidelines. Participant will purchase and operate newer, low emission school bus(es) that replace the following:

           (        ) pre-1977 replacement school bus(es); or

1990 (        ) 1977-1993 replacement school bus(es)

The project implementation time frame begins on the date of the final invoice payment on equipment funded with Lower-Emission School Bus Program State Program funds. The project implementation time frame must equal no less than five years that Participant must own and operate a bus that is purchased with Lower-Emission School Bus funds.

### 2.3 **Payment:**

2.3.1 The District will pay up to **\$123,635.00** to Participant to purchase the New Equipment identified in Exhibit B. No payment is required until: (i) the Participant commences operation, as required under paragraph 2.4.1 (Time), (ii) the Participant satisfies the requirements in paragraph 2.6 (Inspections) and 2.9 (Invoices).

2.3.2 **Funding Cap:** The District shall not pay more than the funding cap in the Lower Emission School Bus Guidelines, currently set at \$165,000.00 per bus replacement.

### 2.4 **Project Milestones:**

2.4.1 Purchase and begin operating the New Equipment described in Exhibit B: (i) within one year of the execution of this Agreement by all parties. Participant may submit a written request to extend this time frame if it is unable to comply with the deadline due to circumstances outside Participant's reasonable control.

2.4.2 **Ownership/Operation:** Meet the operational requirements of Exhibit C for each item of New Equipment described in Exhibit B, and (i) operate the New Equipment in a manner that is consistent with the Program eligibility requirements, the goals and objectives of the Program, the terms of this Agreement, and all local, state, and federal rules, laws, and regulations.

2.4.3 **Assumed Date of Delivery:** The assumed date of delivery is within one year from contract execution.

#### 2.4.5 **Disposal of Existing School Bus:**

- (i) Participant must release the existing school bus, along with the signed vehicle title, to a District-approved salvage yard to be dismantled and destroyed within 60 days of receipt of the new replacement school bus. No part of the existing school bus can be re-used.



- (ii) Participant must obtain and retain the following documentation for the contract term plus two years:

A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG42); and

A letter signed and dated by a representative of the entity that dismantled the bus. The letter must state the vehicle and engine were dismantled in accordance with the definition of "dismantle" as set forth in section 2.1 (Definitions) 2.1.3 (Dismantle or Destroy) and must include the following information for each dismantled bus:

The Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the date the non-engine portion of the bus was dismantled; and  
The engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

- (iii) Obtain the District's approval of an alternative to surrender for salvage. The District may approve an alternative if there are special circumstances that justify the alternative approach and the alternative will not have a detrimental impact on air quality.

## **2.5 Participant Obligations:** Participant must:

2.5.1 **Equipment Warranties:** Secure New Equipment Warranties and operate the New Equipment within the manufacturer's specifications.

2.5.2 **Maintenance:** Maintain new school bus according to manufacturer's specifications and fueling requirements. Ensure that the New Equipment is only operated when it is calibrated to the lowest emission standard certified by CARB or EPA, whichever is lower.

## **2.6 Enforcement:**

2.6.1 **Inspections and Audits:** The New Equipment funded under this Agreement is subject to inspection by District, CARB, the State of California Department of Finance (DOF), or Funding Partner(s), as applicable, or their designees at any time. Any inspection may be conducted at a reasonable time and with reasonable notice to Participant. Inspections may include the pre-, post-, salvage, and audit inspections.

2.6.2 **Salvage Inspection:** The District may conduct a pre-salvage inspection to ensure that, at the time of salvage, the Existing Vehicle, Engine or Equipment, if any to be destroyed, is in the same condition it was in at the pre-inspection. If the condition of the Existing Vehicle, Engine or Equipment has changed, the District may deny or decrease the payment authorized under paragraph 2.3 (payment). The District may conduct a salvage inspection to verify destruction or disposal of the Existing Vehicle, Engine or Equipment, if applicable.

2.6.3 **Audit Inspection:** The District, CARB or Funding Partner(s), as applicable or their designees will conduct audit inspections as necessary to verify the New Equipment is operating pursuant to program guidelines and meeting contractual requirements. The District, CARB, or Funding Partner(s), as applicable, or their designees may perform an audit of the project at any time during the Project Implementation period and as long as the equipment is still in use after the contract term.

## **2.7 Project Specifications:** Participant must comply with all other requirements detailed in this Agreement and the Lower Emission School Bus Program guidelines for the full contract term.

**2.8 Participant's Warranties:** The Participant warrants that:

- i) Both the Existing Vehicle, Engine or Equipment and the New Equipment meet all of the criteria established in the Program Guidelines in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- (ii) It will not use any fuel additives unless specifically identified as allowable in the engine certification Executive Order.
- (iii) It will not make any modifications to, or tamper with the New Equipment, engine, emission control system or any recording devices on the New Equipment, and will not modify engine performance (including changes in horsepower), emission characteristics, engine emission components (not including repairs with substantially similar original equipment manufacturer replacement parts), or the engine's emission control function in any manner.

**2.9 Invoice Requirements:** The Participant must submit a final invoice packet to the District. This requirement may be met by submission of the documents by a Dealership on Participant's behalf. The final invoice packet must include copies of:

**2.9.1 Purchase Order Documentation:** A copy of the final purchase order. The purchase order must include the assumed delivery date of each replacement school bus.

**2.9.2 Final Invoice Documentation:** A copy of (i) the New Equipment invoice, and (ii) copies of all invoice documents associated with the purchase and installation of New Equipment described in Exhibit B, detailing costs associated with parts, labor, and miscellaneous charges, including a copy of the Program Participant final itemized invoice, invoices for work performed to meet LESBP eligibility requirements, and the finance agreement for any portion of the New Equipment purchase price to be privately financed.

The District will not release any funds until Participant or Dealership on Participant's behalf submits a final invoice that includes the following information:

- (i) Name, address and phone number of Participant
- (ii) Name, address and phone number of Dealership
- (iii) Purchase order date
- (iv) Vehicle Identification Number, model year, manufacturer, engine model year, horsepower rating, serial number, and fuel type of each replacement school bus funded
- (v) Cost of each replacement school bus including essential or standard equipment and tax
- (vi) Date Participant accepted delivery of each replacement school bus
- (vii) Odometer reading on the date each replacement school bus is delivered and accepted by Participant

**2.10 Termination:**

**2.10.1 General:**

**2.10.1.1** The District may immediately suspend or terminate this Agreement, in whole or In part, if it determines that there is an illegal or improper use of funds.

**2.10.1.2** This Agreement may be terminated by the District under Paragraph 3.4.2 (5-day Notice Termination) after 30 days' written notice to the Participant to meet the obligations established in this Agreement or the Health and Safety Code. If the Agreement is terminated, the Participant will be subject to (Early-

Termination Reimbursements). The APCO may, at his or her discretion, waive the refund or allow the Participant further opportunity to cure its failure to meet the Agreement obligations.

- 2.10.2 **Limitation:** Notwithstanding the provisions of this Paragraph, the Participant is subject to the reimbursement requirements of, which are in addition to, and do not offset or displace, any other recovery rights that the District may have in the event the contract is breached.

## 2.11 **Recordkeeping and Reporting Requirements:**

- 2.11.1 **Record Requirements:** Participant must maintain adequate records to document compliance with this Agreement. Records include the documents specified below. Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.12 (Term). The District may inspect or request copies of these records at any time during the term of this Agreement. This paragraph will survive the termination of this Agreement.

- (i) The Participant must operate and maintain the new school bus according to the manufacturer's specifications.

- 2.12 **Contract Term:** This Agreement will begin upon execution by all parties and terminate on **January 1, 2023**. The Contract Term shall include two timeframes:

- 2.12.1 Project Completion period is one year beginning with the execution of the Agreement by all parties and ending with the initial operation of the New Equipment.

- 2.12.2 The Project Implementation time frame will begin upon the final invoice payment and the Participant must own and operate the equipment purchased with AB 923 funds equal to no less than five years.

## 3.0 **General Terms and Conditions**

- 3.1 **Prohibition on Emission Reduction Credits:** The receipt of funds under this Agreement prohibits application for any form of emission reduction credit – for any pollutant – for the New Equipment described in Exhibit C. This prohibition includes, but is not limited to: (i) all attainment, nonattainment, criteria and noncriteria pollutants, and (ii) application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.

- 3.2 **Voluntary Act:** The Participant's purchase of the New Equipment is a completely voluntary act and the District has not made representations or guarantees to the Participant regarding the New Equipment.

- 3.3 **Amendment:** No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.

## 3.4 **Termination Notice Requirements:**

- 3.4.1 **30-day Notice Termination:** Either the District or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.

- 3.4.2 **5-day Notice Termination:** The District, through its APCO, may terminate this Agreement with 5 days written notice if Participant fails to perform any of the terms and conditions of this Agreement in the time and manner specified.

- 3.4.3 **Immediate Termination:** The District, through its APCO, may terminate this Agreement immediately if informed that moneys to fund the contract are not available. If the District

terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.

- 3.5 **Waiver of Claims:** Participant waives any claims against the District, CARB, Funding Partner(s), its officers, agents, employees, delegates or volunteers from damage or loss caused by:
- (i) Any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part of this Agreement.
  - (ii) Any judgment or award declaring this Agreement either void or voidable, or delaying the performance of any part of this Agreement.
- 3.6 **Waiver of Agreement Provisions:** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right under this Agreement.
- 3.7 **Time:** Time is of the essence with respect to the timely performance of each provision of this Agreement.
- 3.8 **Severability:** If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 3.9 **Venue and Choice of Law:** This Agreement is executed in Sutter County, California and will be governed by the laws of the State of California. Any action arising out of this Agreement must be filed in a state court or federal court located in Sutter County, California.
- 3.10 **Compliance with Laws and Regulations:** Participant must observe and comply with all applicable laws and regulations. In addition to all other applicable laws, this Agreement is subject to the provisions and limitations of the Health & Safety Code. Notwithstanding the terms of this Agreement, the Participant, the District nor CARB are permitted to undertake any actions that contravene the Health & Safety Code or any other law or regulation.
- 3.11 **Payments that Contravene the Law:** The District and CARB have no liability for payments that are found to contravene the law. Participant will reimburse the District for any payments made by the District to Participant and later determined to contravene federal, state or local laws and regulations.
- 3.12 **Status of Participant:** This Agreement is only for the payment of incentive funds to offset the cost of the items identified in Exhibit C. Accordingly, Participant, its employees, consultants and subcontractors do not have any of the entitlements of a CARB, District, or Funding Partner employee. Participant is an independent contractor.
- 3.12.1 **Direction of Third Parties:** If the Participant employs any third persons, these persons will be under the exclusive control of Participant. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Participant.
  - 3.12.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of CARB or the District in any capacity, or to bind CARB or the District to any obligation.
  - 3.12.3 **Taxes:** Neither CARB nor the District will make any deductions or withholdings from the compensation paid to Participant. Participant must issue all forms required by federal and state laws for income and employment tax purposes for all of Participant's assigned personnel.

- 3.13 **Conflict of Interest:** No officer or employee of CARB or the District has any pecuniary interest, direct or indirect, in this Agreement or the proceeds of the Agreement. No officer or employee of Participant may serve on CARB or the District's governing body or hold any CARB or District position which by rule, practice, or action nominates, recommends, supervises or authorizes the development or execution of this Agreement, or any payment to Participant.
- 3.14 **Indemnity:** Participant agrees to indemnify, defend (upon District's written request), protect, and hold harmless District and District's officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final appeal) that arise in any way from acts or omissions by Participant or Participant's officers, employees, or agents while performing under this agreement. Participant's obligation under this section covers but is not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person and from damage to, or destruction of, any property. Participant's obligation under this section will survive this agreement.
- 3.15 **Force Majeure:** If performance by CARB, the District, or the Participant of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this Agreement, then CARB, the District or the Participant may be either excused from any further performance or excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence at the election of CARB and the District.
- 3.16 **Two Originals:** This Agreement and any modification to this Agreement will be executed in two originals, one to be kept by the District and one to be kept by the Participant. Either of the originals is enforceable without the presentation of the other original.
- 3.17 **Entire Agreement:** This Agreement constitutes the entire Agreement between the District and Participant. All parties revoke all prior or contemporaneous oral or written Agreements between them that are inconsistent with this Agreement. In the event of a dispute between the parties regarding the Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. This Agreement consists of the following parts:
- (i) This Agreement
  - (ii) Exhibit A – Map of Federal Sacramento Ozone Nonattainment Area
  - (iii) Exhibit B – Vehicle/Equipment Information Form
  - (iv) Exhibit C – Performance Requirements
  - (v) Exhibit D – Insurance Requirements
  - (vi) Exhibit E – Previous Incentive Funding Information (if applicable)
  - (vii) Exhibit F – Joint Funding Information (if applicable)
  - (viii) Exhibit G – Debarment Certification
  - (ix) Exhibit H – Levine Act Disclosure Statement
- 3.18 **Notices:** Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Christopher D. Brown, APCO Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 Fax (530) 634-7660	Scott Lane, Director of Transportation Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Fax (530) 741-4112

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, using the U.S. Postal Service, or personal service.

- 3.19 **Authority to Bind and Acknowledgement of Terms:** The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement; including the following Disclosure Agreement:

#### **DISCLOSURE AGREEMENT**

The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same Equipment described in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the LESBP.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same Equipment will, at a minimum, be disqualified from funding for that Equipment from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all LESBP solicitations. In addition, if noncompliance or nonperformance under this agreement also constitutes a violation of the Health and Safety Code, including but not limited to the LESBP and its implementing Guidelines, CARB and the District may levy fines and refer the violations for criminal enforcement.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

#### **Approved by the Marysville Joint Unified School District**

\_\_\_\_\_  
Ryan Digiulio  
Assistant Superintendent for Business Services

Date: \_\_\_\_\_

#### **Approved by the Feather River Air Quality Management District**

\_\_\_\_\_  
Christopher D. Brown, AICP  
Air Pollution Control Officer

Date: \_\_\_\_\_

Reviewed By:

\_\_\_\_\_  
Richard Stout  
District Counsel

## SACRAMENTO OZONE NON-ATTAINMENT MAP





**EXHIBIT B****LESBP  
VEHICLE / EQUIPMENT INFORMATION FORM****Vocation(s)** (Please list all vehicle/equipment uses): Home-To-School Transportation School Bus**Equipment Project Type:** School Bus Replacement

Counties Vehicle Currently Operates Within	Yuba County
Main Location of Operation (include cross streets)	Marysville Joint Unified School District

**Existing Vehicle Information**

Make: Thomas	Model: Saf-T-Liner	Model Year: 1990	GVWR: 37,000
Vehicle Identification Number: 1T7CR867L1571789	Fleet Identification Number: 21	License Plate: 1304736	Odometer Reading: 297,505

**Existing Engine Information**

Make: CAT	Model: 3208T275	Model Year: 1990	Serial Number: 02Z56521	HP: 275	Displacement: N/A
Fuel Type: Diesel		Engine Family Number: N/A			

**New or Replacement Vehicle Information**

Make: Thomas	Model: Saf-T-Liner HDX 141YS	Model Year: 2017	GVWR: 37,600
Vehicle Identification Number:*	Fleet Identification Number:*	License Plate:*	Odometer Reading:*
TBD	TBD	TBD	TBD

**New Engine Information**

Make: Cummins	Model: ISL300	Model Year: 2017	Serial Number:*	HP: 300	Displacement: 6.7
Fuel Type: ULS Diesel		Engine Family Number: GCEXH0408BAP		NOx Cert: 0.13 g/bhp hr	

\* District will fill in information upon verification of project completion.

## EXHIBIT C

### PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to this Agreement

Vehicle and Engine Year, Make & Model	Vehicle and Engine Serial Numbers*	Project Completion	Project Implementation	Records Retention	Maximum Incentive Amount
2017 Thomas Saf-T-Liner HDX141YS with Cummins ISL 300 Engine	TBD	Participant must begin operation of the New Equipment within one year of the execution of this Agreement by all parties	Participant must own and operate equipment for a period of no less than 5 years	Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.10 (Term)	\$123,635.00

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## EXHIBIT D

### INSURANCE REQUIREMENTS

#### Verification of Coverage

Participant must furnish the District with certificates evidencing the coverage required below. Certified copies of required endorsements must be attached to provided certificates. **All certificates are to be received and approved by the District before work commences.** The District reserves the right to require Participant to provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, Participant's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications. The District will be named as co-insured on all required insurance policies.

#### Minimum Scope of Insurance

During the term of this Agreement, Participant must, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, most recent edition).
2. Insurance Services Office form CA 0001 (most recent edition) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Comprehensive and collision coverage sufficient to replace the vehicle(s) and emission control system(s) included in the project.
5. Verification of insurance coverage equal to the replacement costs of the engine and/or emission control system(s) included in this project.

#### Minimum Limits of Insurance

Participant must maintain limits no less than:

- |    |                                 |  |
|----|---------------------------------|--|
| 1. | <b>General Liability:</b>       | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. |
| 2. | <b>Automobile Liability:</b>    | \$1,000,000 per accident for bodily injury and property damage.  |
| 3. | <b>Worker's Compensation:</b>   | Statutory.   |
| 4. | <b>Comprehensive/Collision:</b> | Equal to the full replacement cost.  |
| 5. | <b>Property Loss or Damage:</b> | Equal to the full replacement cost   |

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. SMAQMD Liability and Property Insurance Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.

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## EXHIBIT E

### PREVIOUS INCENTIVE FUNDING INFORMATION (IF APPLICABLE)

AB923-12 MJUSD Bus Replacement Grant \$140,000.43  
AB923-09 MJUSD Bus Replacement Grant \$139,999.35  
SBMAB923-03 MJUSD Match for Prop 1B LESBP \$74,997.21

EXHIBIT F

JOINT FUNDING INFORMATION (IF APPLICABLE)

**Cost Information**

Base Price	152,143.00
Taxes	11,415.60
Doc Fee	65.00
Tire Fee	10.50
Total	<b>\$ 163,634.10</b>

**Funding Contribution Information**

School District	40,000
District	123,635
Total	<b>\$ 123,635</b>

EXHIBIT G

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 19<sup>th</sup> day of January, 20 17

By [Signature]  
Authorized Signature for Contractor

James P. Bernacchi President  
Printed Name and Title

Buswest LLC  
Contractor Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

21107 South Chico St  
Address

Carson, CA 90745  
City/State/Zip Code

310-984-3901 JBernacchi@buswest.com  
Area Code/Telephone Number and E-Mail Address

## EXHIBIT H

### LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if they received political contributions totaling more than \$250 in the 12 months preceding the contract award, and for three months following the final decision, from the contract recipient. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the Board of Directors are:

Mary Jane Griego  
John Nicoletti  
Stanley Cleveland Jr.

Dale Whitmore  
Gary Baland  
Jim Whiteaker

Jay Pendergraph  
Ron Sullenger  
Larry Munger

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any District Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☐ NO

If yes, please identify the Director(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any District Director(s) in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the Director(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude the District from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

Ryan Digiulio, Assistant Superintendent for Business  
Services

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Marysville Joint Unified School District

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

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**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 March 14, 2017 (Insert Board meeting date or ratification date), by and between Capitol Builders Hardware, Inc hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Seven thousand Four hundred Fifty Seven and 13/100 Dollars (\$ 7,457.13 )

**(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: D28 (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 March, 15, 2017. (insert date after Board approval date or ratification date) with work to be completed within Sixty ( 60 ) consecutive days and/or by May, 15, 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	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
<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

94-1591017  
 Employer Identification Number

License No: 294543 Classification: D28 Expiration Date: 4/30/17

(District Use Only: License verified by Julie Brown Date: 2/10/17  
 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: Capitol Builders Hardware, Inc

Contractor Address: 4699 24th Street  
Sacramento, CA 95822

Phone: (916) 451-2821

Email: (916) 451-7882 FAX

Print Name: Jim Davis

Title: Division Manager

Authorized Signature: Jim Davis

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):

GEVIN PETERSON  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

2-17-17  
Jim Davis

Capital Builders Helena (Company)

(Authorized Signature)

(Print Name)

DIV. MGR. (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](http://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



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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.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

### **ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT**

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

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

**ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

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

- The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' 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





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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 02-28-2017

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 15, 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.

  
\_\_\_\_\_  
Signature, Contractor's Authorized Representative

  
\_\_\_\_\_  
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.: McKenney School Replacement Doors \_\_\_\_\_ between the Marysville Joint Unified School District ("District" or "Owner") and Capitol Builders Hardware 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: Greven Peterson

Title: Installer

\_\_\_\_\_ 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


**X**

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:

Signature:  \_\_\_\_\_ Title: DISTRICT Lead Supervisor M&O Date: 2-28-17  
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.: McKenney School Replacement Doors  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Capitol Builders Hardware, 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:

2-17-17

Proper Name of Contractor: Capitol Builders Hardware, Inc

Signature:

Jim Davis

Print Name:

Jim Davis

Title:

Division Manager

(Remainder of page left blank intentionally)



*Attachment J*  
**Capitol Builders Hardware, Inc.**  
4699 24th Street  
Sacramento, CA 95822  
(916)451-2821 Fax# (916)451-7882

# CUSTOMER PROPOSAL

**SALES PROPOSAL#**  
6944

**Proposal Date:** 01/24/2017

Page 1 of 2  
Printed: 01/24/2017 15:58

**Sold To:**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901-3798

**Ship To:**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901-3798

*M Hall*

Phone: (530)749-6158 Fax: (530)742-2925

**Payment Terms:** Net 30 Days

**Salesperson:** Jim Davis

**Job Name:** McKenny

DATE REQ	CUSTOMER PO	PROPOSAL FOR	SHIP VIA	DATE SHIPPED
		Julie Brown	Best Method	

## DOORS

ORD QTY	MATERIAL	SERIES	SIZE	HAND	GA	LABEL	FINISH	ELEV	PRICE	EXT PRICE
2	FRP	SL-17	3-0 X 6-8 X 1 3/4	RHRA		(none)	To Be Std Color		1,227.15	2,454.30
Core: Urethane										
Notes:										
As Pair; Special-lite package:Includes Select cont hinge										
									SUB-TOTAL	2,454.30

## HARDWARE

ORD QTY	UOM	MANF	TYPE	ITEM DESCRIPTION	FINISH	HAND	PRICE	EXT PRICE
1	EA	VDI	Removable Mullion	KR4954 x 7-6	SP28	N/A	612.44	612.44
3	EA	SCH	Cylinder - Mortise	20-061 x 112 x C	626	N/A	79.02	237.06
1	EA	SCH	Cylinder - Rim	20-057 x c	626	N/A	68.56	68.56
1	EA	VDI	Exit Device	CD-99EO x x 299 x 3-0 Exit Only	US26D	N/A	834.62	834.62

*deferred maint*  
*TB 2-9-17*

*93*

*contract TB 2-9-17*

Attachment J

**Sales Proposal**  
**SALES PROPOSAL#**  
6944

Page 2 of 2

**HARDWARE**

ORD QTY	UOM	MANF	TYPE	ITEM DESCRIPTION	FINISH	HAND	PRICE	EXT PRICE
1	EA	VDI	Exit Device	CD-99NL x 990NL x 299 x 3-0 Night Latch	US26D	N/A	987.25	987.25
2	EA	LCN	Closer	4040XP x Rw/PA x SRT	AL	N/A	287.22	574.44
1	EA	PEM	Threshold	158A x 72"w	A	N/A	42.17	42.17
SUB-TOTAL								3,356.54

**LABOR**

Capitol Builders Hardware, Inc.

QTY	DESCRIPTION	PRICE	EXT PRICE
9	Labor Install	110.00	990.00
SUB-TOTAL Non-Taxable			990.00

*please call w/any questions!*

SUB-TOTAL Material 5,810.84  
Sales Tax (7.2500%) 421.29  
Labor 990.00  
Shipping/Handling 235.00  
**GRAND TOTAL 7,457.13**

*Thank-you*

*Jim*

This is a proposal only and CBHI will not proceed until written authorization is received. We are quoting only the items listed herein. Please review this proposal thoroughly for errors or omissions.

Accepted by: \_\_\_\_\_ *94* \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name) (Signature)





**CONTRACT SERVICES AGREEMENT**  
**Grounds Department/Botanica Landscapes**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 3/14/2017 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Botanica Landscapes (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 14, 2017 to May 15, 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 Eight Thousand Six Hundred Eighty Dollars (\$8,680.00) (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 One increments of Eight Thousand Six Hundred Eighty Dollars (\$8,680.00) 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

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, Botanica Landscapes 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 (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
  - 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:**  
Botanica Landscapes  
PO Box 569  
Yuba City, CA 95992

**DISTRICT:**  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
530-749-6183

Phone: 530-671-1029  
Fax: 530-671-3326  
Email: blucich@botanica.net

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

Botanica Landscapes

By: \_\_\_\_\_

Name: Bull Luach

Title: CEO

Exhibit A  
Scope of Work

Exhibit 'A'



COMMERCIAL • RESIDENTIAL

Maurice Negueloua  
Grounds Supervisor  
M.J.U.S.D.  
1919 B Street  
Marysville, CA 95901  
530-749-6185

02-06-2017

### LANDSCAPE CONCEPTUAL DESIGN AND SCOPE OF WORK

Conceptual Design and Scope of work Project will include the following:

**CAD (Computer Aided Drafting) Design Will Include:**

- Scope of work based on Landscape plans drawn by Botanica landscapes.
- Demo and Grade recommendations to include existing turf removal, imported topsoil for proper grade ensure playing field slopes match approved standards.
- Irrigation design to include manufacture recommendations of Valves, sprinkler heads, pipe type, size and lay out. New systems shall operate in conjunction with existing controllers and water supplies.
- Drainage for the Football field, lay out to include improved drainage along both sides of the field (East and West)
- Soil preparation and amendments.
- New sports turf recommendations
- Detail sheets for planting and irrigation.

**Design & Review**

- On-site survey of proposed project scope
- **(3) Design reviews:**
  - Design Review 1 - Rough Draft Review
    - Consult with client to ensure design is progressing in an acceptable direction. Modifications and acceptance of initial design ideas.
  - Design Review 2 - Second Draft Review
    - Modify, defining details, and approval of project layout.
  - Design Review 3 - Final Draft Review
    - Minor Details changes to approved project design only

*Note: Any major design changes proceeding second review will constitute an additional cost.*

**Conceptual Design Total Cost** \$8,680.00

I, \_\_\_\_\_ (printed/typed name of client) agree to fully pay the above written cost (upon completion of the project), for the work listed above. By signing below I authorize United Landscape Resource, Inc. DBA Botanica Landscapes to begin work on my design. I am aware that a deposit of \_\_\_\_\_ dollars is required before work on the design will commence.

X  
Authorized Signature

Date

If there are any questions or concerns, please contact our office.  
Bill Lucich