



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 April 25, 2017 (Insert Board meeting date or ratification date), by and between American Chiller Service, Inc., hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

Five thousand Seven hundred Eighty Eight and 00/100 Dollars (\$ 5,788.00)

(MAY NOT EXCEED \$45,000) - to be paid in full within thirty (30) days after completion and acceptance.

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C20 (add applicable to trade).

3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx).

4. This contract shall commence upon Board approval as of April 26, 2017 (insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by June 26, 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)

134

Business Services Department
Approval: [Signature]
Date: 4/17/17



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:

Table with 4 columns: Selection, Attachment Name, Selection, Attachment Name. Includes items like Noncollusion Affidavit, ATTACHMENT A through L, and Purchase Order No.

TYPE OF BUSINESS ENTITY

- Individual
Sole Proprietorship
Partnership
X Corporation
Other

TAX IDENTIFICATION

68-0214440
Employer Identification Number

License No: 605046 Classification: C20 Expiration Date: 10/31/2018

(District Use Only: License verified by Julie Brown Date: 4/12/17
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: American Chiller Service, Inc.

Contractor Address: 11328 Sunrise Gold Circle
Rancho Cordova, CA 95742

Phone: (916) 457-7800

Email: ken@americanchiller.com

Print Name: Ken Putman

Title: Branch Manager

Authorized Signature: Ken Putman

District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services

Date: Board Approval Date

135



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):
Anthony Dorough

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: 4/12/17 American Chiller Service, Inc. (Company)

Ken Putman (Authorized Signature)

Ken Putman (Print Name)

Branch Manager (Title)

(Complete only if pertinent)

136



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

Revised 02-28-2017

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



Marysville Joint Unified School District

will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his

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

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

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

Revised 02-28-2017

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

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

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

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

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

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 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 1988 (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 April 26 2017
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21

141



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.

Ker Putman

Signature, Contractor's Authorized Representative

Ker Putman

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Lindhurst Chiller between the Marysville Joint Unified School District ("District" or "Owner") and American Chiller Service, 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: Ken Rubman

Title: Branch manager

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

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:

[Handwritten Signature]

Title: Lead Supervisor M&O

Date: 4-12-17

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Lindhurst Chiller
between Marysville Joint Unified School District (the "District" or the "Owner") and
American Chiller Service, 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: 4/12/17

Proper Name of Contractor: American Chiller Service, Inc.

Signature: Ken Putman

Print Name: Ken Putman

Title: Branch manager

(Remainder of page left blank intentionally)



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 605046

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 4/12/2017 8:35:58 AM

Business Information

AMERICAN CHILLER SERVICE INC
PO BOX 1887
RANCHO CORDOVA, CA 95741
Business Phone Number:(916) 457-7800

Entity Corporation
Issue Date 10/18/1990
Expire Date 10/31/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C38 - REFRIGERATION
C-61 / D53 - WOOD TANKS
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 929530701
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DANIEL TRENTON JOHNSON 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: 04/03/2017
BQI's Bond History

Workers' Compensation

146

This license has workers compensation insurance with the NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA
Policy Number: WC012016045
Effective Date: 03/01/2017
Expire Date: 03/01/2018
Workers' Compensation History



Attachment F
AMERICAN CHILLER SERVICE, INC.
 WWW.AMERICANCHILLER.COM



April 11, 2017

System Service Proposal

Marysville Joint Unified School District
 1919 B Street
 Marysville, CA 95901
 Attn: Travis Barnett

(530) 749-6151

Dear Mr. Barnett:

As a result of the last service on the Carrier Chiller at your facility, our technician recommends a chemical cleaning of the condenser tubes to remove the hard scale (the chiller condenser approach is 12 degrees) from the tube surface using an environmental Safe product called "Rydlyme". We will connect a tank/pump to the condenser and run a 60% solution mix of Rydlyme through the condenser tubes for a few hours to remove the build-up. We will remove the condenser heads and inspect the results and brush the tubes clean after the process. In addition, he has noted that Condenser Pump #1 is leaking from the seal. We will disassemble the volute from the motor and replace the seal and gasket and re-assemble the pump upon completion. We will perform a laser alignment on the pump shaft and perform a start-up service on the chiller and pump checking all operational parameters. We quote as follows:

Equipment included:

Carrier Chiller #1

M/N: 23XL1010NC20

S/N: 0498J57526

Service cost:

\$5,788 (tax and freight included)

The above service scope will be performed during normal business hours. Thank you for the opportunity to continue serving your facility, we really appreciate your business!

Sincerely,
 American Chiller Service, Inc.

Ken Putman

Ken Putman

Accepted By:

 Marysville Joint Unified School District

(The Terms and Conditions attached form an integral part of this agreement and are expressly incorporated herein)

Sacramento
 Bay Area
 Modesto
 Reno / Tahoe
 Mailing Address

11328 Sunrise Gold Circle, Rancho Cordova CA 95742
 743 Thornton Street, San Leandro CA 94577
 931 Reno Ave., Suite L, Modesto CA 95351
 5580 Mill Street, Suit 400, Reno NV 89502
 P.O. Box 1887 Rancho Cordova, CA 95741-1887
 Website: www.americanchiller.com

Phone: (916)457-7800 Fax: (916)731-8100
 Phone: (510)686-1111 Fax: (510)686-1234
 Phone: (209)557-0111 Fax: (209)557-0123
 Phone: (775)322-9900 Fax: (775)322-9929
 Toll Free: (800)916-2445
 E-Mail: info@americanchiller.com

148

American Chiller Service, Inc.

TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by American Chiller Service. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of American Chiller Service.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of American Chiller Service's credit department. Terms of payment are net 30 days upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. American Chiller Service reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by American Chiller Service including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that American Chiller Service determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, American Chiller Service shall inform Customer of the equipment condition and remedy. American Chiller Service shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by American Chiller Service upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without American Chiller Service's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by American Chiller Service, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay American Chiller Service, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which American Chiller Service is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, American Chiller Service shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay American Chiller Service any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.

Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless American Chiller Service and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. American Chiller Service shall have the right to suspend its work at no penalty to American Chiller Service until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. American Chiller Service reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide American Chiller Service personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient ~~service access space is provided. American Chiller Service shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of American Chiller Service.~~
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of American Chiller Service.
13. In the event that American Chiller Service is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond American Chiller Service's control, Customer shall pay American Chiller Service for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established American Chiller Service rates for performing such services.
14. American Chiller Service shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of American Chiller Service, American Chiller Service shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. AMERICAN CHILLER SERVICE SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF AMERICAN CHILLER SERVICE. IN NO EVENT WILL AMERICAN CHILLER SERVICE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY AMERICAN CHILLER SERVICE FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. American Chiller Service extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. American Chiller Service expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by American Chiller Service. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of California.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: TBD
Date of Project Authorization: April 25, 2017
District Program No.: 8185
Architect's Project No.: 2017-TBD

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated the 28th of February, 2017 by and between the Marysville Joint Unified School District and Rainforth • Grau • Architects, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

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

1. PROJECT DESCRIPTION

- 1.1 Name: MCAA Black Box Theater
- 1.2 Location(s): MJUSD District Office

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: Programming, Planning and Budgeting for a proposed new black box theater. The project is to study the potential for a flat floor Black Box Theater with bleacher seating for +/-300. In addition to the theater there may be the following rooms: Ticket Booth, Entry Lobby, Men's and Women's Toilets, Raised Control Room, Rear Stage and a Work Room with Storage. The program may also include two teaching stations, a Media Broadcast Room and a Drama Classroom with two Dressing Rooms, two Toilets' and Costume Storage. The total building area is TBD.

3. ARCHITECT'S SERVICES & CONSULTANTS

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

- Pre-Design
- Site Analysis
- Schematic Design
- Design Development
- Construction Documents
- Bidding and/or Negotiation
- Construction Administration
- Post-Construction
- Other

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

- Civil Engineer
- Structural Engineer
- Mechanical/Plumbing Engineer
- Electrical Engineer
- Cost Estimating
- Food Service Consultant

3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

151

- _____ Theater Consultant
- _____ Audio/Visual Consultant
- _____ Acoustic Engineer/Designer
- _____ Traffic Engineer
- _____ Pool Consultant

4. ARCHITECT'S COMPENSATION

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

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.
 - 4.2.1 For ARCHITECT'S Services, compensation shall be computed as follows:
Hourly with a Not to Exceed: \$36,000. The amount determined by the Architect's Fee Schedule "W" (attached) as applied to personnel hours of Architect's staff and his consultant engineers and such Reimbursable Expenses as noted on the Schedule
 - 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
 - 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT'S Services per 4.2.1.
 - 4.2.4 The ARCHITECT'S Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

- 5.1 Special provisions for this project include:
Utilizing Sierra West Cost Estimating which is included in the NTE compensation. The project deliverables will include a proposed site plan, floor plan and exterior rendering, and cost estimate.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

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

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

Ryan DiGiulio
Assistant Superintendent of Business Services
Date: _____

Rainforth • Grau • Architects, Inc.
A Professional Corporation
2407 J Street, Suite 202
Sacramento, CA 95816



Timothy R. DeWitt, C-23405
Principal Architect
Date: 4.7.17

I, Tanner Bloom, resign my position at McKenney Intermediate school effective at the end of this school year.

Tanner Bloom

4/03/17

MJUSD
Personnel Dept
APR 03 2017
RECEIVED

Rafael Gómez

MJUSD
Personnel Dept

APR 07 2017

RECEIVED

Mr. Rafael Gómez
5717 Twisted River Court
Marysville, CA 95901

April 4, 2016

Mr. Ramiro Carreón
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Mr. Carreón:

I want to inform the district that I will complete my contract to the BEST of my ability all the way to the end as we agreed. However, due to personal reasons I will be resigning at the end of this school year June 10, 2017.

Working at Olivehurst Elementary School this last school year 2016-2017 has been very meaningful. The students, parents, and the staff members are very delightful.

Respectfully Yours,

Rafael Gomez

RAFAEL GÓMEZ
4th / 5th Combination Teacher

154

MJUSD
Personnel Dept

APR 07 2017



RECEIVED

Robyn Lynn
5216 Maestro Way
Roseville CA 95747
916-223-6082

Ramiro Carreon
Assistant Superintendent
Personnel Services
Marysville Joint Unified School District

April 7, 2017

Dear Mr. Carreon,

Please accept my resignation from my position as a Special Education Teacher (SDC) at Olivehurst Elementary School. My last day will be June 9, 2017.

My students have given me great pleasure over the years, and Toni Vernier has been very supportive during my tenure with the school district. I will miss her expert guidance, her support of my ideas and all around kindness. I will be forever grateful to her.

Thank you for giving me the opportunity to teach and learn. If I can be of any assistance to you during the remainder of the term, please let me know.

Sincerely yours,

Robyn Lynn 

Robyn Lynn

cc: Leticia Castaneda, Principal, Olivehurst Elementary School

Toni S. Vernier, Executive Director of Special Education, MJUSD

Linda Elementary School

Judy Hart
Principal

6180 Dunning Avenue, Marysville, CA 95901 (530) 741-6196

Michelle Berry
Assistant Principal

March 29, 2017

Dear Mr. Carreón,

It is with a heavy heart that I will be resigning from my position at Marysville Joint Unified School District, effective at the end of the 2016-2017 school year. Although it saddens me to leave, my husband and I have decided to relocate out-of-state. I have enjoyed my four years in the district and at Linda Elementary. Both the administration and my colleagues at Linda have left a lasting impression on me and they are some of the best people I have had the pleasure to work with.

Judy Hart could not be a more perfect and professional principal for a rookie teacher. Her leadership, guidance, and support will be hard to replicate. I look forward to continuing my growth as a leader in future roles due to her confidence in me to be a grade level leader on the PLC leadership team. I am thankful that she saw skills in me that I had yet to see myself. She has guided me in directions I did not know I wanted to go. She is a true leader and inspiration.

My colleagues have shown me every day what an amazing teacher is made of. They are strong, persistent, patient, creative, and supportive. The love they have for their students and their education is obvious. Their drive to have every student succeed is evident from the moment you walk into their classrooms. From day one, I have been able to use ideas that they had graciously passed on to me and infuse them with my own teaching style. Over the past four years, the knowledge I have received from veteran teachers such as Brooke Olenski, Jessica Hancock, and Betty Adamson, is invaluable.

I look forward to starting a new journey in a new state and at a new school, but I will always look back on my first four years of teaching with great fondness, humor, and love. If ever I were to come back to the area, I hope to always have a home at MJUSD.

Sincerely,



Nicole Mix
First Grade Teacher
Linda Elementary School

MJUSD
Personnel Dept

MAR 30 2017

RECEIVED

156

Marysville Joint Unified School District

MJUSD
Personnel Dept
MAR 22 2017

RECEIVED

March 20, 2017

Marysville JUSD
Board of Education

Director of Personnel

I will be resigning my position at Yuba Gardens at the end of the school year, June 10, 2017 as I am retiring. I would also like to participate in the early Retirement Incentive.



Patricia A. Paulo

7th Grade Science

8 March 2017

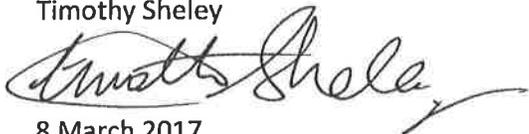
To Rob Gregor and MJUSD:

MJUSD
Personnel Dept
MAR 17 2017

RECEIVED

I would like to formally turn in my letter of resignation effective the end of the school year 2016-2017.
Thank-you for the opportunity this year.

Timothy Sheley



8 March 2017

received
7:45 am 3/17

158

MAR 31 2017

March 31, 2017

RECEIVED 

Mr. Ramiro Carreón,

I will be retiring from my position as Warehouseman II with Marysville Joint Unified School District effective June 30, 2017.

Thank you for the numerous opportunities for professional and personal development that you have provided me over the past 17 years.

Sincerely,



Daniel Cooper

Julie Gonzalez
4162 Pittenger Dr.
Olivehurst, CA 95961
(530) 701-3707
julie.gonzalez03@gmail.com

MJUSD
Personnel Dept

MAR 31 2017

RECEIVED

March 31, 2017

Kathy Woods, Director
Child Development Marysville J.U.S.D
1919 B Street Marysville, CA 95901

Dear Mrs. Woods.

Please accept this letter as formal notification that I am leaving my position with the Arboga Preschool on April 20, 2017 due to my husband's upcoming employment relocation.

Thank you for the opportunities you provided me during my time with the Arboga Preschool. If I can be of any assistance during this transition, please let me know.

Sincerely,



Julie Gonzalez

160

APR 06 2017

RECEIVED

Dear Tracy Pomeroy,

Please accept this as my notice of resignation from ASES After School Program, effective April 30, 2017. I have been offered a new job opportunity with Yuba County Probation which will allow me to gain further experience in my career.

Thank you for all the experience I have gained working for MJUSD. I learned a lot in the four years I've been here, and I appreciate the advice and support you have given me.

Please let me know what I can do to make this a smooth transition for the entire program.

Sincerely,

Alberto Ramirez

A handwritten signature in black ink, appearing to read 'Alberto Ramirez', with a long horizontal flourish extending to the right.

MAR 27 2017

March 31, 2017

RECEIVED

Dear Tracy,

I have had such a wonderful experience working for the STARS and ASES programs these past three years. As a result, it is a bittersweet occasion that I write to you, announcing my resignation from Marysville Joint Unified and my position as McKenney Lead.

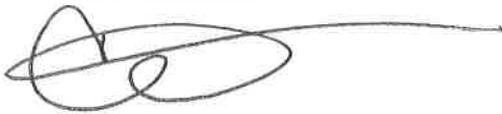
I am leaving in order to pursue a full time position elsewhere and eventually plan to move to Humboldt County to finish school. My last official day at ASES will be Friday April 14, 2017; two weeks from today.

I appreciate and value the lessons I have learned while working for both programs. Thank you for the opportunities, the mentorship, and support I have received from everyone these past few years.

Please let me know how I can be of assistance during the transition of this process. I plan to announce my departure to my team on Monday April 3, 2017 and to my students at a later date.

My Best,

Charli Townsend



Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: Marysville Joint Unified School District

Person completing this form: Ramiro G. Carreón Title: Asst. Superintendent

Quarterly Report Submission Date: April 2017
 (check one) July 2017
 October 2017
 January 2018

Date for information to be reported publicly at governing board meeting: April 25, 2017

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Dr. Gay Todd
 Print Name of District Superintendent


 Signature of District Superintendent

April 3, 2017
 Date

163

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
Investigation Regarding Employee Workplace Complaints

This agreement (“Agreement”) is by and between the Marysville Joint Unified School District (“District”) and Ellis Buehler Makus LLP (“Contractor”) (collectively referred to as “Parties”, and individually, as a “Party”).

RECITALS

1. District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained, experienced, and competent to perform the special services that are required.
2. District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed, experienced, and competent to perform the services required by District.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement (and any Appendix attached thereto) is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
 - Appendix 1: Selected Portions of April 19, 2017 Engagement Letter.
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE

- a. This Agreement is effective on April 19, 2017 (“Effective Date”).

3. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Contractor shall assume full responsibility for payment of all federal,

state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to the District the services specified in Exhibit A hereto ("Services").

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as set forth in Exhibit B hereto.

Contractor shall be entitled to reimbursement for expenses actually incurred as set forth in Appendix 1 to Exhibit A.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C hereto.

7. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

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

To Contractor:
Ellis Buehler Makus
980 9th Street, 16th Floor
Sacramento, CA 95814
Attn: Leslie D. Ellis

8. LIMITATION OF LIABILITY. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

Marysville Joint Unified School District

Ellis Buehler Makus LLP

Date: April 19, 2017

Date: April 19, 2017

By: Gay Todd

By: Leslie D. Ellis

Print Name: Dr. Gay Todd

Print Name: Leslie D. Ellis

Title: Superintendent

Title: Partner

**EXHIBIT A
to AGREEMENT FOR SERVICES**

SCOPE OF SERVICES

The April 19, 2017 Engagement Letter attached hereto as Appendix 1 is incorporated herein by reference. However, in the event of any conflict between the provisions in Appendix 1 and any other provision of this Agreement, the provisions of that portion of the Agreement other than Appendix 1 shall govern.

**APPENDIX 1 to EXHIBIT A
to AGREEMENT FOR SERVICES**

APRIL 19, 2017 ENGAGEMENT LETTER

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

Not to exceed the sum of **TEN THOUSAND DOLLARS (\$10,000)**, to be computed pursuant to the following hourly rate schedule:

Title	Hourly Rate
Partner	\$320
Associate	\$270
Paralegal	\$135

B. Payment

Schedule and Process: as set forth in Appendix 1 to Exhibit A.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by District as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.
4. **TERMINATION.**
 - a. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In addition to the foregoing, either Party may terminate this Agreement as set forth in Appendix 1 to Exhibit A.
 - b. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.** As set forth in Appendix 1 to Exhibit A.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential

- Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of the District, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to District notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify District of this information.
 9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon District until District's Governing Board has approved all the terms and conditions contained herein.
 10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
 11. **COMPLIANCE WITH LAWS.** Contractor shall

observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **[RESERVED].**
14. **ANTI-DISCRIMINATION.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
15. **FINGERPRINTING OF EMPLOYEES.** If required by law to do so, Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's

responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this Section shall be provided in writing to the District prior to each individual's contact with any student.

16. **AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
17. **[RESERVED].**
18. **[RESERVED].**
19. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
20. **ASSIGNMENT AND SUCCESSORS.** Neither District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. **SEVERABILITY.** In the event that any provision

of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

22. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
23. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which the District's principal administrative office is located.
24. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
25. **EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
26. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either

written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both District and Contractor.

27. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of District and Contractor.
28. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
29. **AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
30. **HEADINGS & CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. **Workers' Compensation.** Workers' Compensation Insurance for all of its employees performing any portion of the Services. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession, but in no event less than the amount specified below.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Workers Compensation	Statutory Limits

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P17-03001	BARNES & NOBLE BOOKSTORE	Books for M.I.S.	01-4300-1100	1,500.00
Location Accounting/Payroll (103)				
P17-02734	YUBA SAFE & LOCK INC.	Safe repair	01-5842-0000	358.15
P17-02826	MJUSD REVOLVING CASH	2016-17 REVOLVING CASH MERCHANT FEES	01-5891-0000	200.00
Total Location				558.15
Location After School Program (107)				
P17-02742	S & S WORLDWIDE	JPE STARS	01-4300-6010	832.17
P17-02743	S & S WORLDWIDE	McK ASES	01-4300-6010	120.76
P17-02752	S & S WORLDWIDE	ELLA STARS	01-4300-6010	36.78
P17-02841	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	COR STARS	01-4300-6010	262.48
P17-02941	S & S WORLDWIDE	COR STARS	01-4300-6010	77.34
P17-02944	SUTTER BUTTES COMMUNICATIONS	Cedar Lane STARS	01-4300-6010	37.54
Total Location				1,412.07
Location Arboga Elementary (01)				
P17-02711	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-0003	139.16
P17-02750	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-0003	270.06
P17-02751	AMAZON.COM	Supplies/PRESTON/Hansen/Whitlow	01-4300-3010	129.86
P17-02763	AMAZON.COM	Classroom Supplies	01-4300-0003	29.22
P17-02766	AMAZON.COM	Classroom Supplies/ KILEY_ COLLEEN	01-4300-0003	81.19
P17-02821	AMAZON.COM	Classroom Supplies/KELLY	01-4300-0003	83.34
P17-02865	B STREET THEATRE	B-Street/PRESTON	01-5801-1100	900.00
P17-02893	TROXELL COMMUNICATIONS INC	Chromebook Carts	01-4410-3010	18,209.82
P17-02958	PERMA BOUND	PermaBound/WEST	01-4200-0003	3,468.64
P17-03018	OFFICE DEPOT B S D	Office Chairs	01-4300-1100	823.24
Total Location				24,134.53
Location Browns Valley Elementary (03)				
P17-02936	OFFICE DEPOT B S D	Tarr	01-4300-0003	72.52
Location Business Services (106)				

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

173

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106)				
P17-02679	BUTTE COUNTY ELECTIONS DIVIS.	Election Costs /Butte County 2016	01-5820-0000	943.65
P17-02790	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	Tri County Induction Program 2016/2017 MCAA	09-5801-6264	5,300.00
P17-02927	SUTTER COUNTY SCHOOLS SPECIAL EDUCATION	16-17 Special Education Program	01-7142-6500	390,375.00
P17-02934	KNN Public Finance, LLC	Financial Advisory Services	01-5801-0000	18,000.00
Total Location				414,618.65
Location Categorical (203)				
P17-02876	VERIZON WIRELESS	iPad Pro 9.7 Jami Larson	01-4410-0003	228.21
P17-02900	APPLE COMPUTER INC	iPad Air 2 - Amanda	01-4410-3010	572.54
Total Location				415.27
Location Cedar Lane Elementary (05)				
P17-02724	NWN CORPORATION	Security Camera Server	01-4450-1100	11,821.73
P17-02769	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Diana	01-4300-6500	151.53
P17-02822	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lefever	01-4300-0003	153.66
P17-02896	LAKESHORE LEARNING MATERIALS	1st Grade	01-4300-0003	454.49
P17-02906	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Bradley	01-4300-0003	490.21
P17-02938	Tangible Play, Inc.	CLE Osmo systems	01-4300-0003	772.91
P17-02965	Rojelio Virramontez	Rojelio	01-5801-1100	2,500.00
Total Location				16,344.53
Location Charter Academy For Fine Arts (42)				
P17-02709	TWIN CITY TROPHIES	Supplies - Office	09-4300-0000	38.61
P17-02712	GDW-G COMPUTER CENTER	MCAA Aruba Access Points Rm 9 & 21	09-4410-0000	1,537.76
P17-02714	VERIZON WIRELESS	Samsung Convoy 4 Antonio Chavez	09-4300-0000	15.84
P17-02733	AMAZON.COM	Supplies - Drama	09-4300-1100	746.90
P17-02767	CJSF REGISTRAR CSF/CJSF CENTRAL OFFICE	Membership 2016-17	09-5310-0000	45.00
P17-02775	ALLYN SCOTT YOUTH & COMMUNITY CENTER	ASYCC	09-5630-0000	450.00
P17-02789	AMAZON.COM	Supplies - Drama	09-4300-0000	37.78
P17-02794	Brinkers Welding and Metal Fab	Supplies - Classroom	09-4300-0000	51.30
P17-02795	AMAZON.COM	Supplies	09-4300-0000	14.96
P17-02839	Gray Step Software , Inc	ASB Training	09-5801-0000	975.00

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

174

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P17-02982	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	35.00
P17-03006	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	798.00
P17-03010	AMAZON.COM	Supplies - Drama	09-4300-9010	115.89
P17-03011	TROXELL COMMUNICATIONS INC	Doc Cameras	09-4300-1100	510.94
P17-03012	AMAZON.COM	Supplies - Drama	09-4300-1100	100.42
P17-03017	AMAZON.COM	Supplies - Art	09-4300-1100	8.27
P17-03035	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Science (Mathews)	09-4300-1100	125.35
Total Location				5,607.02

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51)				
P17-02686	PAGES, INC.	Parent Pages Newsletter	12-4300-6105	351.81
P17-02776	AssetGenie, Inc., dba AG iRepair	KWoods	12-5641-6105	199.00
P17-02816	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Preschool Supplies	12-4300-6105	115.78
P17-02829	SAC VAL JANITORIAL SALES & SERVICES, INC.	Door Mat	12-4300-6105	186.17
P17-02848	AssetGenie, Inc., dba AG iRepair	KWoods	12-5641-6105	79.00
P17-02877	INSECT LORE	Preschool Supplies	12-4300-6105	572.55
P17-02882	CDW-G COMPUTER CENTER	Toner	12-4300-6105	535.84
P17-02907	AMAZON.COM	EMCC Carmen Garica Supplies	12-4300-5025	141.63
P17-02932	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EMCC Carmen Garcia	12-4300-5025	601.19
P17-02933	KAPLAN SCHOOL SUPPLY	Mjacob replacement of broken items	12-4300-6105	119.02
P17-02986	AMAZON.COM	Preschool Supplies	12-4300-6105	231.74
P17-03002	AMAZON.COM	Kwoods Pre Supplies	12-4300-6105	337.15
P17-03036	HATCH COMPANY	Covillaud Pre Supplies Rm A Griselda Madrid	12-4300-6105	59.16
P17-03037	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies RmA Griselda Madrid	12-4300-6105	8.65
Total Location				3,538.69

Location Community Day School (54)				
P17-02779	AMAZON.COM	Exercise Ball - Mini Grant Brain Boost	01-4300-9010	194.74

Location Cordua Elementary (07)				
P17-02655	WALKER'S OFFICE SUPPLIES	Office Furniture	01-4300-1100	833.51
			01-4410-1100	3,148.99

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

175

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cordua Elementary (07) (continued)				
P17-02764	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CORDUA - TITLE 1	01-4300-3010	176.95
P17-02834	SCHOOL MATE	CORDUA SCHOOL	01-4300-3010	487.41
P17-02866	TEACHER DIRECT	CORDUA - TITLE 1	01-4300-3010	643.70
P17-02867	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CORDUA - TITLE 1	01-4300-3010	1,093.07
P17-02868	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CORDUA - TITLE 1	01-4300-3010	848.45
P17-02871	NATIONAL GEOGRAPHIC SCHOOL PUBLISHING LIBRARY PROCE	CORDUA - TITLE 1	01-4300-3010	123.50
P17-02872	Today's Classroom	CORDUA - TITLE 1	01-4300-3010	577.64
P17-02873	Today's Classroom	CORDUA - TITLE 1	01-4300-3010	227.82
P17-02924	SCHOLASTIC LIBRARY PUBLISHING	CORDUA - TITLE 1 - LIBRARY	01-4200-3010	1,355.41
P17-02930	WAL-MART COMMUNITY BRC	CORDUA - TARGETED	01-4300-0004	200.00
P17-02931	WAL-MART COMMUNITY BRC	CORDUA - TARGETED	01-4300-0003	500.00
P17-02976	DISCOUNT SCHOOL SUPPLY	CORDUA - TARGETED	01-4300-3010	129.79
P17-02978	TEACHER DIRECT	CORDUA TITLE 1	01-4300-3010	421.92
P17-02980	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CORDUA TITLE1	01-4300-3010	97.15
P17-02981	REALLY GOOD STUFF	CORDUA -TITLE 1	01-4300-3010	274.90
			Total Location	11,140.21
Location Covillaud Elementary (09)				
P17-02791	BOUND TO STAY BOUND BOOKS, INC	COV-Library books	01-4200-0003	903.81
P17-02818	TROXELL COMMUNICATIONS INC	Projectors	01-4410-0004	2,424.80
P17-02842	DEMCO	COV - Library	01-4300-0003	245.10
P17-02850	LIBRARIANS' CHOICE	COV-Library books	01-4200-0003	501.51
P17-02977	OFFICE DEPOT B S D	COV Admin supplies	01-4300-0003	21.40
			Total Location	4,174.01
Location Custodial Supervisor (206)				
P17-02778	HILLYARD - SACRAMENTO	Warehouse custodial supplies	01-4320-0000	603.61
P17-02948	RAYVERN LIGHTING SUPPLY	Prop 39 LED Tubes	01-4320-0000	34.58
			Total Location	638.19
Location Dobbins Elementary (11)				
P17-03008	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	500.00

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

176

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12)				
P17-02774	LIBERTY FLAGS INC	Flags	01-4320-0000	255.54
P17-02817	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks	01-4300-3010	2,204.38
P17-02862	CDW-G COMPUTER CENTER	Laptop, teacher	01-4410-1100	998.76
P17-02863	CDW-G COMPUTER CENTER	Laptop, admin	01-4410-1100	998.76
P17-02897	Waterford Research Institute	Edgewater School	01-5801-3010	6,375.00
P17-02901	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks	01-4300-3010	4,408.75
P17-02902	TROXELL COMMUNICATIONS INC	40 unit Chromebook Cart	01-4410-3010	1,434.31
P17-03020	Enchanted Learning	EDG	01-5801-0003	125.00
P17-03032	AMAZON.COM	EDG - Covert	01-4300-0004	37.88
Total Location				16,838.38

Location Ella Elementary (13)				
P17-02684	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies	01-4300-0003	79.85
P17-02695	APPLE COMPUTER INC	iPad Air 2	01-4300-3010	24,916.05
P17-02727	AMAZON.COM	classroom supplies	01-4300-0003	58.84
P17-02728	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies	01-4300-0003	58.46
P17-02729	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies	01-4300-0003	125.85
P17-02800	TROXELL COMMUNICATIONS INC	iPad Cart	01-4410-3010	1,885.72
P17-02810	WAL-MART COMMUNITY BRC	Parent Meetings	01-4300-1100	400.00
P17-02911	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Misc. Supplies	01-4300-1100	300.00
P17-02956	CASH & CARRY	End of the Year BBQ	01-4300-1100	1,000.00
Total Location				28,824.77

Location Facilities (66)				
P17-02690	THE TREE HOUSE	Toner	01-4300-0000	149.59
P17-02770	RAINFORTH, GRAU ARCHITECTS INC	8181 LHS HVAC Phase 3	01-5890-0010	11,250.00
P17-02835	DIVISION OF STATE ARCHITECT	DSA 1 FHS Shade Canopy/8178	01-6220-0010	225,000.00
P17-02836	DIVISION OF STATE ARCHITECT	DSA 1 for LHS HVAC Inc 3/Prog. 8181	01-6173-0010	1,136.00
P17-02885	Disability Access Consultants	Multi Site ADA study	01-6223-0010	15,850.00
P17-02887	Star Energy Management	8154 STAR Energy Community Day	01-5801-0010	64,500.00
			01-5801-6230	5,000.00

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

177

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Facilities (66) (continued)				
P17-02913	NSP3	8178 Foothill Shade	01-6170-0010	13,493.00
P17-02917	Tesco Controls, Inc.	MHS/DO Complex ARC Flash Risk Assesment	01-5801-0010	24,544.00
P17-02918	INTERWEST INSURANCE SER., INC.	Extended Builders Risk 8171- Lindhurst	01-5450-0010	675.56
P17-02946	RAYVERN LIGHTING SUPPLY	Prop 39 LED Tubes/Linda	01-4300-6230	7,675.66
P17-02947	RAYVERN LIGHTING SUPPLY	Prop 39 LED Tubes/CDS	01-4300-6230	1,970.78
Total Location				371,244.59

Location Foothill Intermediate (35)				
P17-02680	SUTTER COUNTY SCHOOLS	Shady creek	01-4300-9010	1,110.00
P17-02683	SUTTER COUNTY SCHOOLS	Shady Creek Fee	01-5890-9010	7,473.00
P17-02696	CDW-G COMPUTER CENTER	Laptop	01-4410-3010	998.76
P17-02773	WALKER'S OFFICE SUPPLIES	Chairs	01-4300-1100	149.39
P17-02780	AMAZON.COM	Music	01-4300-0004	49.69
P17-02904	AMAZON.COM	Hogerty	01-4300-0004	101.57
Total Location				9,882.41

Location Grounds (65)				
P17-02736	POWERED OUTDOOR EQUIPMENT	GROUPDS	01-4300-0000	20.55
P17-02737	TRACTOR SUPPLY COMPANY	GROUPDS	01-4300-0000	158.00
P17-02988	OWEN'S TREE & SPRAY PEST CONTROL COMPANY	GROUPDS/MHS	01-5801-0000	420.00
P17-03024	TWIN CITIES TREE SERVICE	GROUPDS/LINDHURST HIGH SCHOOL	01-5801-8150	8,900.00
Total Location				9,498.55

Location Indian Education (108)				
P17-02847	LUCKY PRESTON	Silversmithing Culture Class	01-5801-4510	300.00

Location Instruction (IMC) (110)				
P17-02688	CDW-G COMPUTER CENTER	24" Monitors	01-4300-0000	834.94
P17-02744	Evalumetrics, Inc.	Evalumetrics Physical Fitness Testing Material	01-5801-0000	1,511.55
P17-02748	OFFICE DEPOT B S D	Office Depot Order	01-4300-0000	174.19
P17-02765	AMAZON.COM	Storage Rack	01-4300-0000	500.12
P17-02898	OFFICE DEPOT B S D	Office Depot Order March 2017	01-4300-0000	124.08
P17-02921	CDW-G COMPUTER CENTER	Laptop, admin	01-4410-0000	1,211.74

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Mar 31 2017 4:29PM

ESCAPE

ONLINE

Page 6 of 18

178

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P17-02922	SOLUTION TREE	Solution Tree Site Admin	01-5801-3010	6,500.00
P17-02925	Foundation for Educational Administration	Leadership Coaching Jessica Guth	01-5801-4035	2,500.00
P17-02996	Richards Institute of Education & Research	Education Through Music	01-5801-4035	600.00
P17-03009	GOVCONNECTION, INC.	Headset for Lennie	01-4300-0000	254.93
Total Location				14,211.55
Location Johnson Park Elementary (15)				
P17-02771	COSTA VIDA	Staff Lunch	01-4300-1100	225.01
P17-03019	THE TREE HOUSE	Johnson Park Ink	01-4300-0003	1,030.54
Total Location				1,255.55
Location Kynoch Elementary (17)				
P17-02671	APPLE COMPUTER INC	iPad Air 2	01-4300-0003	9,659.40
P17-02687	DEMCO	TAPE ORDER FOR THE LIBRARY	01-4300-1100	91.92
P17-02699	PERMA BOUND	BOOKS	01-4200-0003	1,937.46
P17-02723	Cerebellum Corporation	YARD DUTY T-SHIRTS	01-4300-1100	357.38
P17-02731	MYERS-STEVENSON & CO INC	4th grade field trip ins to Empire Mine	01-5890-9010	201.25
P17-02796	CDW-G COMPUTER CENTER	HP 2GB 11" Chromebooks	01-4300-3010	18,144.18
P17-02797	AMAZON.COM	Chromebook charging stations	01-4300-3010	555.26
P17-02798	CREATIVE MATHEMATICS SUPPLIES	RM 12 MATH SUPPLIES	01-4300-3010	43.14
P17-02799	SCHOLASTIC LIBRARY PUBLISHING	RM 27 READING BOOKS	01-4300-3010	242.41
P17-02805	PEAP-ACA Orders	AWARDS	01-4300-0003	284.92
P17-02949	EMPIRE MINE STATE HISTORIC PARK	4TH GRADE EMPIRE MINE	01-5890-9010	80.00
P17-02959	AMAZON.COM	Books	01-4300-3010	382.09
P17-02960	Cerebellum Corporation	YARD DUTY T-SHIRTS	01-4300-1100	71.68
P17-02972	AMAZON.COM	Chromebook charging stations	01-4300-3010	3,331.55
P17-02995	Richards Institute of Education & Research	RM 35 MUSIC ORDER	01-4300-0003	399.26
Total Location				35,781.90
Location Linda Elementary (19)				
P17-02710	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN	Reading Plus renewal 1 year for 30 seats	01-5801-0003	1,950.00
P17-02746	BETTY'S RESTAURANT	Open PO for Betty's Mexican Restaurant	01-4300-1100	650.00
P17-02975	SOLUTION TREE	Professional Development 4/5/17 & 4/6/17	01-5801-3010	13,000.00

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

179

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Linda Elementary (19) (continued)				
P17-02983	AMAZON.COM	Firefish Hybrid ipad air cases	01-4300-3010	374.85
P17-02997	WEST MUSIC	Music Classroom Materials	01-4300-0004	1,123.61
Total Location				17,098.46
Location Lindhurst High (43)				
P17-02681	KING CLOTHING	Athletic Supplies/Track	01-4300-0000	2,758.62
P17-02697	TFD Unlimited, LLC	Classroom Supplies	01-4300-0003	227.33
P17-02698	CAROLINA BIOLOGICAL SUPPLY CO	Classroom Supplies/Hutchinson	01-4300-0003	36.20
P17-02700	ArmorZone Athletic, LLC	Athletic Supplies/Football	01-4300-0000	349.00
P17-02701	ArmorZone Athletic, LLC	Athletic Supplies/Football	01-4300-0000	268.75
P17-02702	ArmorZone Athletic, LLC	Athletic Supplies/Football	01-4300-0000	2,473.20
P17-02730	WOODWORKER'S SUPPLY	Classroom Supplies	01-4300-0003	398.70
P17-02747	Capital Lumber Company	Classroom Supplies/McCullough	01-4300-0003	393.34
P17-02757	MYERS-STEVENSON & CO INC	ED Field Trip 1/12	01-5890-6500	35.00
P17-02758	MYERS-STEVENSON & CO INC	ED Field Trip 2/2	01-5890-6500	35.00
P17-02759	MYERS-STEVENSON & CO INC	ED Field Trip 2/16	01-5890-6500	35.00
P17-02760	MYERS-STEVENSON & CO INC	ED Field Trip 2/23	01-5890-6500	35.00
P17-02783	PIZAZZ PARTY RENTAL	Rentals	01-5630-1100	130.00
P17-02784	APPEAL DEMOCRAT	Honor Roll/Scholarship Ads Fall Semester	01-5890-1100	965.00
P17-02793	DICK BLICK COMPANY	Classroom Supplies/Greco	01-4300-0003	520.25
P17-02803	NCS PEARSON INCORPORATED	iLit	01-5801-3010	2,500.00
P17-02808	AMAZON.COM	Classroom Supplies	01-4300-0003	180.57
P17-02809	AMAZON.COM	Classroom Supplies	01-4300-0003	45.44
P17-02820	AMAZON.COM	Classroom Supplies	01-4300-0003	45.42
P17-02824	Sound Director, Inc.	Classroom Supplies/Spangler	01-5801-0003	1,526.06
P17-02838	Survey Monkey, Inc.	Survey Monkey Annual Subsc - LHS Chris Schmidt	01-5801-0003	204.00
P17-02844	AMAZON.COM	Classroom Supplies/English	01-4300-0003	1,788.06
P17-02846	BMI EDUCATIONAL SERVICES	Classroom Supplies/English	01-4300-3010	1,994.00
P17-02875	AMAZON.COM	Classroom Supplies	01-4300-0003	291.95
P17-02881	LEGO EDUCATIONAL DIVISION	Classroom Supplies/Science	01-4300-3010	3,501.75
P17-02894	TROXELL COMMUNICATIONS INC	Classroom Supplies/Spangler	01-4300-0004	290.37

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Mar 31 2017 4:29PM

ESCAPE

ONLINE

Page 8 of 18

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P17-02905	KUTA SOFTWARE, LLC	Classroom Supplies/Fritzinger	01-5801-3010	1,668.13
P17-02914	OFFICE DEPOT B S D	Teacher Chair	01-4300-0000	329.62
P17-02919	Impero Solutions, Inc.	Impero Software	01-5801-3010	9,800.00
P17-02920	OFFICE DEPOT B S D	AFJROTC Teacher Chairs	01-4300-0004	1,648.11
P17-02929	AMAZON.COM	Classroom Supplies/Ledford	01-4300-0003	217.36
P17-02935	AMAZON.COM	Classroom Supplies	01-4300-0003	162.27
P17-02937	CDW-G COMPUTER CENTER	Color Printer	01-4410-3010	1,239.52
P17-02942	SCHOOL SPECIALTY	AFJROTC Furniture	01-4300-0004	11,190.68
P17-02943	WALKER'S OFFICE SUPPLIES	AFJROTC Conference Chairs	01-4410-0004	1,899.00
P17-02952	CDW-G COMPUTER CENTER	AFJROTC Teacher Laptop	01-4300-0004	1,340.34
P17-02953	CDW-G COMPUTER CENTER	AFJROTC Student Computers and monitors	01-4410-0004	998.76
P17-02954	CDW-G COMPUTER CENTER	AFJROTC Teacher Computers and monitors	01-4410-0004	5,914.20
P17-02962	EASY CLEAN SYSTEMS	Classroom Supplies/Chambers	01-5641-0004	3,632.31
P17-02968	NWN CORPORATION	AFJROTC Printers	01-4300-0004	300.00
P17-02970	THE TREE HOUSE	Toner for CP4025dn Printer	01-4300-3010	353.31
P17-02971	CDW-G COMPUTER CENTER	Color Printer	01-4410-3010	855.45
P17-02984	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Softball	01-4300-0000	1,239.52
P17-02985	Wieser Educational	Classroom Supplies/Rodriguez	01-4300-3010	288.64
P17-03000	REALLY GOOD STUFF	Classroom Supplies/Rodriguez	01-4300-6500	1,308.62
P17-03013	CDW-G COMPUTER CENTER	Core i7 CPUs	01-4410-3010	178.79
P17-03029	SIGNWORX	Athletic Supplies/Softball	01-4300-0000	29,097.60
			Total Location	94,825.34
Location Loma Rica Elementary (21)				
P17-02732	AMAZON.COM	Library Books	01-4200-9010	87.57
P17-02761	CURRICULUM ASSOCIATES	Special Ed	01-4300-6500	133.12
P17-02762	HeidiSongs	Special Ed	01-4300-6500	64.95
P17-02825	AMAZON.COM	Parent Involvement Supplies	01-4300-3010	60.58
			Total Location	346.22
Location Maintenance (63)				

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

181

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63)				
P17-02637	MESCHER DOOR COMPANY	MAINTENANCE/GROUNDS SHOP	01-5642-8150	999.99
P17-02678	Carpet II Inc. DBA Premier Floors	MAINTENANCE/DOBBINS/KYNOCH/LHS	14-5642-0000	17,322.72
P17-02694	Decker Equipment/School Fix	MAINTENANCE/LHS/TROWER	01-4300-8150	340.81
P17-02704	YUBA CO COMMUNITY DEVEL DEPT CDSA	MAINTENANCE/YUBA FEATHER	01-5890-8150	762.19
P17-02705	MESCHER DOOR COMPANY	MAINTENANCE/GROUNDS SHOP	01-5641-8150	125.00
P17-02706	FRANK M. BOOTH, INC	MAINTENANCE/LHS BLDG A & E	01-5801-8150	11,518.14
P17-02707	RB SPENCER	MAINTENANCE/VARIOUS	01-5641-8150	749.04
P17-02713	Carrier Corporation	MAINTENANCE/MCCALL/VARIOUS SITES	01-4300-8150	1,069.23
			01-4410-8150	1,383.51
P17-02716	W.V. ALTON, INC.	MAINTENANCE/KYNOCH ROOM #14	14-5642-0000	5,990.00
P17-02717	GOLDEN BEAR ALARMS	MAINTENANCE	01-5801-8150	170.00
P17-02718	KINNEY ELECTRIC	MAINTENANCE/MHS POOL	01-4300-8150	55.26
			01-4410-8150	1,147.01
P17-02719	Carrier Corporation	MAINTENANCE/JOHNSON PARK	01-4300-8150	980.28
P17-02720	FRANK M. BOOTH, INC	MAINTENANCE/LHS Bldg A & E	01-5642-8150	2,546.40
P17-02787	Applied Landscape Materials	MAINTENANCE/KYNOCH	01-4300-8150	3,610.50
P17-02833	Kiz Construction	MHS AQUAPONICS	01-5801-9023	5,700.00
P17-02855	W.V. ALTON, INC.	MAINTENANCE/ELLA GYM	14-5801-0000	10,632.00
P17-02856	W.V. ALTON, INC.	MAINTENANCE/YUBA GARDENS #28	14-4450-0000	6,398.00
P17-02858	HYDROTEC SOLUTIONS, INC.	MAINTENANCE/FOOTHILL/LOMA RICA	01-5801-8150	680.00
P17-02859	YUBA CITY SCRAP & STEEL	MAINTENANCE	01-4300-8150	315.74
P17-02883	WARREN ASBESTOS ABATEMENT CONTRACTORS INC	MAINTENANCE	01-5801-8150	6,900.00
P17-02888	Carrier Corporation	MAINTENANCE/YG/BV/JP	01-5642-8150	1,285.00
P17-02889	CELL ENERGY, INC	Maintenance	01-4300-8150	279.42
P17-02890	TEquipment	Maint. Tool	01-4410-8150	1,027.11
P17-02909	CAPITOL BUILDERS HARDWARE INC	MAINTENANCE/MCKENNEY	14-4450-0000	7,457.13
P17-02912	W.V. ALTON, INC.	MAINTENANCE/MCKENNEY #16	14-5801-0000	7,759.00
P17-02915	BOTANICA LANDSCAPES	MAINTENANCE/LHS FOOTBALL	14-6170-0000	8,680.00
P17-02989	CITY OF MARYSVILLE RECREATION DEPT	MAINTENANCE/MHS/MCAA/COVILLAUD/MCKENNEY	01-5801-8150	300.00

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

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P17-02990	MESCHER DOOR COMPANY	MAINTENANCE	01-4300-8150	126.65
P17-02991	RB SPENCER	MAINTENANCE/YUBA GARDENS RM #14	01-5641-8150	373.26
P17-03005	HOME DEPOT	Water Pump	01-4300-0000	220.32
P17-03022	W.V. ALTON, INC.	MAINTENANCE/OLIVEHURST RM #5	14-5801-0000	7,806.00
P17-03023	W.V. ALTON, INC.	MAINTENANCE/MHS LIBRARY	14-5801-0000	14,856.00
P17-03033	FASTENAL	Ladders	01-4300-8150	11,365.85
			Total Location	140,931.56
Location Marysville High (45)				
P17-02682	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	FFA Leadership Packets	01-4300-7010	1,504.50
P17-02708	Stuppy Inc.	Aquaponics	01-6450-9023	13,939.27
P17-02749	NEFF COMPANY	Lamp of Knowledge	01-4300-0004	231.57
P17-02781	AMAZON.COM	Printer Drum	01-4300-0003	14.26
P17-02782	Capital Lumber Company	Woodshop Supplies	01-4300-9010	1,497.36
P17-02785	REDI-GRO	ROP Ornamental Horticulture Supplies	01-4300-0004	1,354.55
P17-02792	AMAZON.COM	Graphic Comm/ Photo Supplies	01-4300-0004	1,091.02
P17-02801	Jones School Supply Co., Inc.	Graduation Cords	01-4300-0004	202.72
P17-02802	AWARD EMBLEM MFG CO INC	Graduation Pins	01-4300-0004	293.03
P17-02812	PELTON'S PARTY	Graduation Chairs	01-5630-1100	500.00
P17-02837	MYERS-STEVENSON & CO INC	Grey Lodge 3/2/2017	01-5890-0004	80.50
P17-02840	MYERS-STEVENSON & CO INC	FARMS 3/16/17	01-5890-7010	35.00
P17-02849	AMAZON.COM	Computer Cable	01-4300-0004	12.94
P17-02864	MYERS-STEVENSON & CO INC	Field Trip Insurance TLC	01-5890-0004	35.00
P17-02874	SCHOOL SPECIALTY	MHS Sports Med	01-4300-6387	438.42
P17-02895	AMAZON.COM	Ed. Foundation Grant Novels	01-4410-6387	542.33
P17-02926	CSG VISUAL COMMUNICATION	Audio System Repair for Gym	01-4200-9010	456.73
P17-02940	HOME DEPOT	MHS CTE WOOD, MARTINEZ	01-5641-6690	1,150.00
P17-02963	CENGAGE LEARNING	MHS Medical Terminology Texts	01-4300-3550	365.89
			01-4100-0004	4,225.02
			01-4100-9039	1,309.08
P17-02964	TROXELL COMMUNICATIONS INC	40 unit Chromebook Carts	01-4410-3010	10,040.19

183

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-02966	AMAZON.COM	CTE MHS MEDICAL HELLOWIG	01-4410-3550	2,273.25
P17-02973	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks - Hellwig	01-4300-3550	3,306.56
P17-02979	AMAZON.COM	Headphones	01-4300-6500	97.36
P17-03003	GOVCONNECTION, INC.	ELPLP77 Bulb	01-4300-0003	130.95
P17-03004	Axiom Inc.	Router	01-6491-3550	7,899.00
P17-03007	Herff Jones of Northern CA	Graduation Gowns	01-5630-0000	3,464.00
P17-03015	MYERS-STEVENS & CO INC	FARMS 3/22/17	01-5890-7010	35.00
P17-03026	SHAUL'S MANUFACTURING	Ag Barn Supplies	01-4300-7010	129.90
P17-03030	Senior Class Graduation Prod.	Orange Graduation Cords	01-4410-7010	1,071.68
P17-03031	PTM Document Systems	Report Card Paper	01-4300-0004	316.51
P17-03034	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-0004	986.13
			Total Location	59,161.33
Location McKenney Intermediate (37)				
P17-02685	Courthouse Cafe	TEACHER INSERVICE WITH MARIA NELSON	01-4300-1100	477.40
P17-02722	CDW-G COMPUTER CENTER	Chromebooks 11" 4GB	01-4300-3010	6,392.69
P17-02806	PIZZA ROUNDUP	TEACHER WORK DAY	01-4300-1100	129.09
P17-02814	CDW-G COMPUTER CENTER	Laptops and Chromebooks 11" 4GB	01-4300-0003	10,932.10
P17-02899	AMAZON.COM	HUTCHINSON	01-4410-0003	4,993.78
			Total Location	22,959.59
Location Nutrition Services (73)				
P17-02691	LAND O'LAKES, INC	Food Order for Warehouse Inventory	13-9325-5310	4,185.75
P17-02692	Fat Cat Scones	Food Order for Warehouse Inventory	13-9325-5310	5,611.50
P17-02693	Courthouse Cafe	Breakfast Nutrition Services Managers Meeting	13-4300-5310	99.00
P17-02735	DANIELSEN COMPANY	Direct Order for Warehouse Inventory	13-9325-5310	110.38
P17-02738	SCHWAN'S FOOD SERVICE	Food for Whs Inv.	13-9325-5310	11,774.86
P17-02739	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	426.00
P17-02755	Lorraine Amaro	Student Refund	13-5892-5310	45.00

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

184

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P17-02756	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation April/May not 4/1-4/14 of 5/22-5/31	13-4716-5310	345.80
P17-02772	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	1,903.20
P17-02830	TYSON FOODS	Direct Order for Warehouse Food Inventory	13-9325-5310	247.10
P17-02831	ADVANCE PIERRE FOODS	Direct Order for Warehouse Food Inventory	13-9325-5310	4,410.77
P17-02832	JENNIE-O-TURKEY STORE	Direct Order for Warehouse Food Inventory	13-9325-5310	10,717.86
P17-02860	Trade Supplies, Inc.	Direct supply order for Warehouse Inventory	13-9325-5310	7,869.78
P17-02861	BIG TRAY	Double Convection Oven for YG	13-6492-5310	8,811.88
P17-02884	NorCal RotoCo, Inc.	Clear Grease Trap/MHS	13-5641-5310	3,773.99
P17-02891	INTEGRATED FOOD SERVICES	Direct Food Order for Warehouse Inventory	13-9325-5310	9,039.96
P17-02892	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Food Inventory	13-9325-5310	235.00
P17-02910	Encore Oils c/o SQPB	Grease Trap Cleaning	13-5641-5310	9,756.09
P17-02916	Rich Chicks, LLC	Direct Order for Warehouse Food Inventory	13-9325-5310	497.00
P17-02987	GOODMAN FOODS	Direct Order for Warehouse Food Inventory	13-9325-5310	125.00
P17-02993	Bell Tasty Foods Inc.	Direct Order for Warehouse Food Inventory	13-9325-5310	24,760.40
P17-02994	BUENA VISTA FOOD PRODUCTS	Direct Order for Warehouse Food Inventory	13-9325-5310	8,242.64
P17-03021	NATIONAL FOOD GROUP	Direct Order for Warehouse Food Inventory	13-9325-5310	5,934.00
Total Location				11,050.00
Total Location				2,184.00
Total Location				132,156.96
Location Olivehurst Elementary (25)				
P17-02745	WEST MUSIC	OLV Music	01-4300-0004	1,228.56
P17-02923	CDW-G COMPUTER CENTER	Admin CPUs and monitors	01-4410-1100	2,425.54
P17-02945	SAM'S CLUB DIRECT	P.E.	01-4300-1100	151.42
P17-02951	MCGRAW-HILL SCHOOL EDUCATION	Professional Development	01-5801-0003	5,000.00
P17-02955	Oliver & Andy's Book Co.	Oliver & Andy's Library books	01-4200-0003	5,436.26
Total Location				14,241.78
Location Personnel (113)				
P17-02845	ASSOC OF CALIF SCHOOL ADMIN	MHS PRINCIPAL ADVERTISEMENT	01-5890-0000	720.00
P17-02928	PLACER CO OFFICE OF EDUCATION	Professional Clear Program	01-5801-4035	2,500.00
Total Location				3,220.00

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

185

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Print Shop (67)				
P17-02740	ADVANCED DOCUMENT CONCEPTS	ID 4208 Copier Maint. 16/17 SY	01-5621-0000	10,000.00
P17-02741	ADVANCED DOCUMENT CONCEPTS	ID 4209 Copier Maint. 16/17 SY	01-5621-0000	10,000.00
P17-02811	Neopost USA Inc.	Annual Printer Maintenance	01-5621-0000	1,557.00
Total Location				21,557.00
Location Pupil Services (202)				
P17-02813	SUPER DUPER PUBLICATIONS DEPT SD 2004	Protocols for PW and SF	01-4300-6500	111.04
P17-02815	CDW-G COMPUTER CENTER	Laptop, admin	01-4410-6500	998.76
P17-02827	Pearson Clinical Order Dept.	Testing Protocols for Nikki Hu	01-4300-6500	90.93
P17-02828	COOKIE TREE	SLP MEETING	01-4300-6500	42.00
P17-02903	WESTERN PSYCHOLOGICAL CORP	ADOS 2 kit for Penny and Lauren M	01-4300-0000	2,359.09
P17-02961	Kids, Inc.	21 hour online training	01-5801-0000	750.00
P17-02967	PEARSON CUSTOMER SERVICE	Test Kits for Michelle Sexton	01-4410-6500	621.43
P17-02974	PEARSON ASSESSMENTS ORDER DEPARTMENT	testing materials	01-4300-0000	189.25
Total Location				5,162.50
Location South Lindhurst (47)				
P17-02819	OFFICE DEPOT B S D	classroom	01-4300-1100	64.46
P17-02957	Today's Classroom	SLHS Headphones	01-4300-0003	203.77
Total Location				268.23
Location Student Discipline/Attendance (109)				
P17-02969	ARNE'S PAINT STORE INC.	Paint for Tunnel	01-4300-0000	400.00
Location Superintendent (101)				
P17-02950	BETTY'S RESTAURANT	Lunch for Meeting	01-4300-0000	505.00
Location Technology (102)				
P17-02689	CDW-G COMPUTER CENTER	VMware Workstation 12 Pro	01-5801-0000	137.05
P17-02753	AssetGenie, Inc., dba AG iRepair	iPad Screen Repair, for ARB. (Chris Hileman)	01-5641-0003	79.00
P17-02754	Aeries Software	Aeries 2017 License	01-5801-0000	24,095.00
P17-02869	AMAZON.COM	Sound Card (Creative Sound)	01-4300-0000	43.29
P17-02870	ZYTECH SOLUTIONS, INC.	Laptop Screen (MHS)	01-4300-0000	176.44
P17-02878	CDW-G COMPUTER CENTER	Laptop, admin	01-4410-0000	998.76

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

186

Includes Purchase Orders dated 03/01/2017 - 04/01/2017

Board Meeting Date April 25, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P17-02879	CDW-G COMPUTER CENTER	Admin CPU	01-4410-0000	1,039.20
P17-02880	NWN CORPORATION	HP Printer	01-4300-0000	176.65
P17-02908	Development Group, Inc.	DGI Live Action	01-5801-0000	7,407.01
P17-03014	AssetGenie, Inc., dba AG iRepair	iPad Screen Repair (CLE)	01-5641-0003	89.00
P17-03027	KS TELECOM	E-Rate Cabling, Multi-Site	01-6210-0000	56,226.65
P17-03028	KS TELECOM	Cabling LRE	01-6210-0000	4,645.34
Total Location			95,113.39	
Location Transportation (69)				
P17-02857	SILVERADO STAGES CHARTER	TRANSPORTATION	01-5880-0230	3,000.00
P17-02992	MID VALLEY SOUND	TRANSPORTATION	01-4300-0230	155.08
Total Location			3,155.08	
Location Warehouse (71)				
P17-02703	SAC VAL JANITORAL SALES & SERVICES, INC.	Whs Stock	01-9320-0000	72.74
P17-02715	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2016-17 S.Y.	01-9320-0000	2,774.66
P17-03025	SAC VAL JANITORAL SALES & SERVICES, INC.	Whs Stock 16-17 S.Y.	01-9320-0000	280.32
Total Location			3,127.72	
Location Yuba Gardens Intermediate (39)				
P17-02768	AMAZON.COM	UMLAND/GATES	01-4300-0003	130.73
P17-02786	AMAZON.COM	STRICKLAND/GATES	01-4300-3010	129.74
P17-02788	AMAZON.COM	WATERS/GATES	01-4300-3010	279.90
P17-02804	TROXELL COMMUNICATIONS INC	40 unit Chromebook Cart	01-4410-3010	1,434.31
P17-02807	EDUCATIONAL INNOVATIONS, INC	OLIVER/GATES	01-4300-0003	425.35
P17-02823	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	492.84
P17-02843	AMAZON.COM	WATERS/GATES	01-4300-3010	227.26
P17-02939	Steve Weiss Music, Inc.	STEWART/GATES	01-4300-0003	1,974.66
P17-02998	VANDEN CORPORATION	JONES/GATES	01-4300-6690	925.90
P17-02999	AMAZON.COM	WATERS/GATES	01-4300-3010	328.99
P17-03016	VANDEN CORPORATION	GATES/JONES M	01-5801-0003	295.00
Total Location			6,644.68	
Total Number of POS			354	
Total			1,594,361.87	

187

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	290	1,360,858.35
09	Chntr Schs	18	10,907.02
12	Child Dev	14	3,538.69
13	Cafeteria	23	132,156.96
14	Def Maint	9	86,900.85
Total			1,594,361.87

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Mar 31 2017 4:29PM

188

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P17-00039	2,649.91	01-5621	Gen Fund/Maint Cont	400.00-
P17-00045	2,887.59	01-5621	Gen Fund/Maint Cont	328.00
		01-5630	Gen Fund/Rents/Leas	.92
			Total for P17-00045	328.92
P17-00059	3,049.91	09-5621	Chtr Schs/Maint Cont	300.00
P17-00063	5,020.54	01-5621	Gen Fund/Maint Cont	500.00-
P17-00115	4,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00123	4,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00184	11,000.00	01-5565	Gen Fund/Clock&Alar	2,000.00
P17-00211	500.00	01-4300	Gen Fund/Mat&Suppli	300.00
P17-00231	7,500.00	01-4330	Gen Fund/Supp Vehic	1,500.00
P17-00242	884.79	01-5801	Gen Fund/Contracts	500.00
P17-00244	5,000.00	01-4364	Gen Fund/Tools/Part	2,000.00
P17-00250	20,000.00	01-5641	Gen Fund/Equip Repa	10,000.00
P17-00254	20,000.00	01-5641	Gen Fund/Equip Repa	5,000.00
P17-00277	25,750.00	01-5880	Gen Fund/Cont Buses	5,750.00
P17-00284	675.00	01-4300	Gen Fund/Mat&Suppli	375.00
P17-00350	1,450.00	01-5530	Gen Fund/Water & Se	600.00
P17-00385	6,500.00	09-4300	Chtr Schs/Mat&Suppli	500.00
P17-00416	2,600.00	01-5630	Gen Fund/Rents/Leas	300.00
P17-00417	3,000.00	01-4300	Gen Fund/Mat&Suppli	3,000.00-
P17-00418	8,000.00	01-4300	Gen Fund/Mat&Suppli	3,000.00
P17-00613	1,650.00	01-4300	Gen Fund/Mat&Suppli	200.00
P17-00652	22,000.00	13-5641	Cafeteria/Equip Repa	5,340.14
P17-00658	30,000.00	13-5641	Cafeteria/Equip Repa	5,000.00
P17-00676	2,800.00	01-4300	Gen Fund/Mat&Suppli	800.00
P17-00690	3,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P17-00776	2,000.00	01-4300	Gen Fund/Mat&Suppli	450.85
P17-00920	1,750.00	01-4300	Gen Fund/Mat&Suppli	500.00

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Mar 31 2017 4:29PM

189

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P17-01241	10,450.77	13-6492	Cafeteria/N-Instr F&E>\$5K	863.66
P17-01250	9,000.00	01-4300	Gen Fund/Mat&Suppli	4,000.00
P17-01295	16,000.00	01-5641	Gen Fund/Equip Repa	4,045.19
P17-01622	1,600.00	01-4300	Gen Fund/Mat&Suppli	800.00
P17-01796	1,675.00	09-4300	Chtr Schs/Mat&Suppli	75.00
P17-01922	1,300.00	09-4300	Chtr Schs/Mat&Suppli	500.00
P17-02178	601.96	01-4410	Gen Fund/Equip NonC	31.68-
P17-02291	375.00	01-5801	Gen Fund/Contracts	150.00
P17-02316	2,962.81	01-5801	Gen Fund/Contracts	135.19-
P17-02401	1,515.79	01-4410	Gen Fund/Equip NonC	156.94
P17-02429	4,207.60	01-4300	Gen Fund/Mat&Suppli	28.00
Total PO Changes				53,796.83

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Mar 31 2017 4:29PM

091



ABSTRACT OF QUOTE

Paper Supplies #18-1001

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.

Item		Stock		Description		Brand		Price		Total		Commodity Group		Supplier		Terms					
EST. QTY	UNIT	NUMBER	UNIT	ITEM	DESCRIPTION	NAME & NUMBER	ITEM	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT			
<p>Southwest School & Office Supply Prices expire: 2/24/18 Terms: Net 30</p>																					
<p>AFP Industries Prices expire: 2/23/18 Minimum: Pacon \$3,000</p>																					
<p>Pyramid School Products Prices expire: 7/24/17 Terms: Net 30 Minimums: APC \$2,800 in full cases Pacon \$2,600 in full cases</p>																					
<p>S&S Worldwide Prices expire: 12/31/17 Terms: Net 30</p>																					
<p>School Specialty Inc. Prices expire: 8/31/17 Railroad Board - sold 25/pk Terms: Net 30</p>																					
1	rm	02-0455	9 x 6"	3/8"	RULED PAPER	Pacon 2603	Pacon 2603	\$1.99	\$199.00	Pacon 2603	Pacon 2603	\$2.05	\$205.00	APC-120W	APC-120W	2.060	206.000	School Smart by APC-085240	\$1.87	\$187.00	
2	100	02-0460	8-1/2 x 11"	3/8"	ruling	APC-ARN142	APC-ARN142	\$2.55	\$127.50	APC-ARN112	APC-ARN112	2.790	139.500	APC-ARN1411	APC-ARN1411	6.180	309.000				
3	50	02-0463	11x8-1/2"	ruled 1-1/2"	header	Hamlet	Hamlet	\$6.03	\$301.50	APC-ARN1412	APC-ARN1412	6.18	309.000								
4	50	02-0465	14 x 8-1/2"	1/4"	solid/slopped																
5	50	02-0470	14 x 8-1/2"	picture	heading																
6	rm	02-0475	14 x 8-1/2"	7/8"																	
7	30	02-0480	10 x 10"	quadrule	ruled 1" sas.	APC-AGS1001	APC-AGS1001	\$4.99	\$149.70	APC-AGS1001	APC-AGS1001	4.310	129.300					School Smart by APC-065282	\$4.49	\$134.70	
8	rm	02-0485	Ruled news,	18"x12",	7" heading																
9	480	02-0490	8-1/2 x 11"	3/8	(filler)	APC-130P	Pacon 2402	\$2.43	\$1,166.40	APC-130P	APC-130P	2.660	1276.800	Pacon 2402	Pacon 2402	\$3.64	\$1,747.20	APC-130P	APC-130P	\$2.42	\$1,161.60
<p>COMMODITY GROUP III - TAG BOARD</p>																					
<p>TAG BOARD PLAIN</p>																					
1	pkg	02-0495	9 x 12"	125 lb																	
2	100	02-0500	22-1/2" x 28-1/2"	150 lb		APC-1522MC	APC-1522MC	\$0.151	\$15.10	APC-1522MC	APC-1522MC	0.1521	15.210								
<p>COMMODITY GROUP IV - MISC. DRAWING/PAPER</p>																					
<p>DRAWING PAPER</p>																					
1	60	02-0240	9 x 12"	80lb,	white	Pacon 4809	Pacon 4809	\$6.79	\$407.40	Pacon 809W	APC 809W	7.01	420.600					Sax by Pacon 053943	\$6.71	\$402.60	
2	30	02-0245	9 x 12"	60lb,	manilla	Pacon 4709	Pacon 4709	\$5.24	\$157.20	APC 609W	APC 609W	5.41	162.300	Pacon 4709	Pacon 4709	\$6.54	\$196.20	Sax by Pacon 053931	\$5.17	\$155.10	
3	30	02-0250	12 x 18"	80lb,	white	Pacon 4812	Pacon 4812	\$13.80	\$403.80	APC 812W	APC 812W	13.88	416.400					Sax by Pacon 053946	\$13.43	\$402.90	



ABSTRACT OF QUOTE

Paper Supplies #18-1001

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.

Southwest School & Office Supply			AFP Industries			Pyramid School Products			School Specialty Inc.				
Prices expire: 2/24/18			Prices expire: 2/23/18			Prices expire: 7/24/17			Prices expire: 8/31/17				
Terms: Net 30			Minimum: Pacon \$3,000			Pacon \$2,600 in full cases			Railroad Board - sold 25/pk				
ITEM	EST. QTY	UNIT	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER	UNIT PRICE	PRICE TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	PRICE TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	PRICE TOTAL
				GRAPH PAPER									
4	70	rm	02-0300	8-1/2 x 11", ruled 1/4" squares	APC 8114-25	\$2.45	\$171.50	Pacon 2411	\$2.64	\$184.80	School Smart by Pacon 085277	\$2.45	\$171.50
4a	70	rm	02-0300	8-1/2 x 11", ruled 1/4" squares w/ 3-hole punch	APC 811-425P	\$2.45	\$171.50	APC 81L428	2.66	186.200	School Smart by Pacon 086667	\$2.45	\$171.50
5		rm	02-0305	8-1/2 x 11", ruled 1/2" squares	Pacon RWC8S1155Q		\$4.34	APC 81L425P	3.3	231.000	School Smart by APC 085279	\$2.80	
				COMMODITY GROUP V - MISC. ART									
				KRAFT PAPER, PROJECT ROLL, 50LB									
1	5	roll	02-0045	Dark Blue	APC 5BL	\$38.89	\$194.45	Pacon 67181	\$40.46	\$202.30	Pacon 0067181	\$40.76	\$203.80
2	5	roll	02-0050	Light Blue	APC 5LBL	\$44.86	\$224.30	Pacon 67151	\$45.97	\$229.85	Pacon 0067151 (Sky Blue)	\$47.19	\$235.95
3	1	roll	02-0055	Emerald Green	APC 5GR	\$36.10	\$36.10	Pacon 67141	\$36.91	\$36.91	Pacon 0067141	\$37.60	\$37.60
4	1	roll	02-0060	Orange	APC 5OR	\$45.48	\$45.48	Pacon 67101	\$46.61	\$46.61	Pacon 0067101	\$47.85	\$47.85
5	1	roll	02-0065	Flame Red	APC 5FRD	\$47.65	\$47.65	Pacon 67031	\$48.84	\$48.84	Pacon 0067031	\$50.13	\$50.13
6	1	roll	02-0070	Canary Yellow	APC 5YL	\$43.97	\$43.97	Pacon 67081	\$46.61	\$46.61	Pacon 0067081	\$47.85	\$47.85
7	10	roll	02-0073	White	APC 5WH	\$36.16	\$361.60	Pacon 67001	\$38.18	\$381.80	Pacon 0067001	\$39.00	\$390.00
8		roll	02-0074	Brown				Pacon 67021	\$38.83		Pacon 0067021	\$39.86	
9		roll	02-0035	Bright Green				Pacon 67131	\$51.87		Pacon 0067131	\$53.24	
10	1	roll	02-0040	Light Green	APC 5LGR	\$46.10	\$46.10	Pacon 67121	\$47.24	\$47.24	Pacon 0067121	\$48.50	\$48.50

193



ABSTRACT OF QUOTE

Paper Supplies #18-1001

All bids submitted are reflected on this quote abstract. M/JUSD will notify successful bidders upon award of contract.

ITEM	EST. QTY	STOCK NUMBER	ITEM DESCRIPTION	Southwest School & Office Supply			AFP Industries			Pyramid School Products			S&S Worldwide			School Specialty Inc.		
				BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL
			CONSTRUCTION PAPER, 12 X 18"															
11	100	02-0075	Dark Brown	Pacon 103056	\$2,245	\$224,500	Pacon 103056	\$2.27	\$227,000	Pacon 103056	2.28	228,000	Pacon 103056	\$2.78	\$278,000	Pacon 103056	\$2.24	\$224,000
12	400	02-0080	Black	Pacon 103061	\$2,000	\$800,000	Pacon 103061	\$2.02	\$808,000	Pacon 103061	2.03	812,000	Pacon 103061	\$2.78	\$1,112,000	Pacon 103061	\$2.03	\$812,000
13	100	02-0085	Slate Gray	Pacon 103060	\$2,255	\$225,500	Pacon 103060	\$2.28	\$228,000	Pacon 103060	2.18	218,000	Pacon 103060	\$2.78	\$278,000	Pacon 103060	\$2.24	\$224,000
14	100	02-0090	Sky Blue	Pacon 103048	\$2,157	\$215,700	Pacon 103048	\$2.18	\$218,000	Pacon 103048	2.00	200,000	Pacon 103048	\$2.78	\$278,000	Pacon 103048	\$2.16	\$216,000
15		02-0100	Light Green	Pacon 103047			Pacon 103047	\$2.41										
16	100	02-0105	Violet	Pacon 103041	\$2,255	\$225,500	Pacon 103041	\$2.28	\$228,000	Pacon 103041	2.29	229,000	Pacon 103041	\$2.78	\$278,000	Pacon 103041	\$2.24	\$224,000
17		02-0110	Hot Lime	Pacon 103425			Pacon 103425	\$2.52										
18	100	02-0115	Brown	Pacon 103057	\$2,108	\$210,800	Pacon 103057	\$12.13	\$1,213,000	Pacon 103057	2.140	214,000	Pacon 103057	\$2.78	\$278,000	Pacon 103057	\$2.32	\$232,000
19	150	02-0120	Light Brown	Pacon 103055	\$2,117	\$317,550	Pacon 103055 (Tan)	\$2.14	\$321,000	Pacon 103055 (Tan)	2.100	315,000	Pacon 103055	\$2.78	\$417,000	Pacon 103055	\$2.13	\$319,500
20	150	02-0125	Blue	Pacon 103054	\$2,319	\$347,850	Pacon 103054	\$2.41	\$361,500	Pacon 103054	2.200	330,000	Pacon 103054	\$2.78	\$417,000	Pacon 103054	\$2.29	\$343,500
21	150	02-0130	Yellow	Pacon 103036	\$2,255	\$338,250	Pacon 103036	\$2.28	\$342,000	Pacon 103036	2.150	322,500	Pacon 103036	\$2.78	\$417,000	Pacon 103036	\$2.30	\$345,000
22	50	02-0135	Light Yellow	Pacon 103046	\$2,187	\$109,350	Pacon 103046	\$2.21	\$110,500	Pacon 103046	2.080	104,000	Pacon 103046	\$2.78	\$139,000	Pacon 103046	\$2.10	\$105,000
23	200	02-0140	Orange	Pacon 103034	\$2,295	\$459,000	Pacon 103034	\$2.32	\$464,000	Pacon 103034	2.330	466,000	Pacon 103034	\$2.78	\$556,000	Pacon 103034	\$2.38	\$476,000
24	150	02-0145	Holiday Green	Pacon 102961	\$2,400	\$360,000	Pacon 102961	\$2.47	\$370,500	Pacon 102961	2.270	340,500	Pacon 102961	\$2.78	\$417,000	Pacon 102961	\$2.53	\$379,500
25	500	02-0150	Bright White	Pacon 103058	\$1,959	\$979,500	Pacon 103058	\$1.98	\$990,000	Pacon 103058	1.950	995,000	Pacon 102994	\$2.78	\$556,000	Pacon 102994	\$2.31	\$462,000
26	200	02-0155	Holiday Red	Pacon 102994	\$2,275	\$455,000	Pacon 102994	\$2.30	\$460,000	Pacon 102994	2.310	462,000	Pacon 102994	\$2.78	\$556,000	Pacon 102994	\$2.31	\$462,000
27	50	02-0160	Salmon	Pacon 103042	\$2,500	\$125,000	Pacon 103042	\$2.52	\$126,000	Pacon 103042	2.050	102,500	Pacon 103042	\$2.78	\$139,000	Pacon 103042	\$2.81	\$140,500
28	100	02-0165	Hot Pink	Pacon 103045	\$2,334	\$233,400	Pacon 103045	\$2.36	\$236,000	Pacon 103045	2.370	237,000	Pacon 103045	\$2.78	\$278,000	Pacon 103045 (Shocking Pink)	\$2.31	\$231,000
29	100	02-0170	Pink	Pacon 103044	\$2,314	\$231,400	Pacon 103044	\$2.34	\$234,000	Pacon 103044	2.000	200,000	Pacon 103044	\$2.78	\$278,000	Pacon 103044	\$2.31	\$231,000
30	100	02-0175	Magenta	Pacon 103032	\$2,472	\$247,200	Pacon 103032	\$2.49	\$249,000	Pacon 103032	2.360	236,000	Pacon 103032	\$2.78	\$278,000	Pacon 103032	\$2.81	\$281,000
31		02-0180	Lilac	Pacon 103050			Pacon 103050	\$2.18										
32	50	02-0185	Assorted	Pacon 103063	\$2,380	\$119,000	Pacon 103063	\$2.61	\$130,500	Pacon 103063	2.440	122,000	Pacon 103063	\$2.78	\$139,000	Pacon 103063	\$2.68	\$134,000
33	15	02-0290	FINGERPAINT PAPER 16 x 22", sub 60	APC-1622	\$2,480	\$37,200	APC-1622	\$2.93	\$43,950	APC-1622	2.750	41,250	APC-1622	\$3.82	\$57,300	School Smart by APC 085376	\$2.45	\$36,750

194



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 04/25/2017 (Insert Board meeting date or ratification date), by and between Tec-Com 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:

Four thousand Two hundred and 0/100 Dollars (\$ 4,200.00)

(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: C-7 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About Us/Library/Licensing Classifications/ and contractor license status at: https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx).
4. This contract shall commence upon Board approval as of April 26, 2017. (insert date after Board approval date or ratification date) with work to be completed within Thirty (30) consecutive days and/or by May 25, 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)

196

Business Services Department

Approval: [Signature]

Date: 4/27/17



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:

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

TYPE OF BUSINESS ENTITY
Individual
X Sole Proprietorship
Partnership
Corporation
Other

TAX IDENTIFICATION
26-0591957
Employer Identification Number

License No: 769824 Classification: C-7 Expiration Date: 09-30-2018

(District Use Only: License verified by _____ Date: _____
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: Todd Lee Shelton DBA: Tec-Com
Contractor Address: 2045 Live Oak Blvd. Yuba City, CA., 95991
Phone: (530) 751-2155
Email: rcetko@tec-com.net

Print Name: Ryan Cetko
Title: C.O.O.

Authorized Signature: Ryan Cetko

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):
Karl Ross
Brent Gildea
Ryan Bradford
Dirk Theiler
Tyler Pack

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: 04-05-2017 Tec-Com (Company)

Ryan Cetko (Authorized Signature)

Ryan Cetko (Print Name)

C.O.O. (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



Marysville Joint Unified School District

will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the 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 (CUPCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 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 April 26, 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.

Ryan Cetko

Signature, Contractor's Authorized Representative

Ryan Cetko (C.O.O.)

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.: Linda - Projector Replacements between the Marysville Joint Unified School District ("District" or "Owner") and Tec-Com ("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: Ryan Cetko

Title: C.O.O.

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

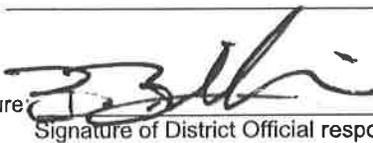
SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

Other, describe:

Signature:  Title: DISTRICT *Director of Technology* Date: 4-12-17
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.: Linda - Projector Replacements
between Marysville Joint Unified School District (the "District" or the "Owner") and
Tec-Com (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: 04-05-2017

Proper Name of Contractor: Todd Lee Shelton DBA: Tec-Com

Signature: *Ryan Cetko*

Print Name: Ryan Cetko

Title: C.O.O.

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
TODD LEE SHELTON	1000000735	SUTTER	YUBA CITY	06/07/2016	06/30/2017

209



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

On File

Form header with fields for Year (20), Withholding Exemption Certificate, California Form 590, and various identification fields like Vendor/Payee's name, address, and agent's name.

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.
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.
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.
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.
Tax-Exempt Entities: The above-named entity is exempt from tax under California or federal law.
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.
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.

CERTIFICATE: Please complete and sign below.

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

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

On File

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Todd Lee Shelton

2 Business name/disregarded entity name, if different from above
dba Tec-Com

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

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

5 Address (number, street, and apt. or suite no.)
PO Box 1626

6 City, state, and ZIP code
Yuba City, CA 95992

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

OR

Employer identification number

2	6	-	0	5	9	1	9	5	7
---	---	---	---	---	---	---	---	---	---

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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Todd Shelton* Date ▶ *1-14-17*

General Instructions

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

211



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

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

(Remainder of page left blank intentionally)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

214

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY AND BLANKET
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. PRIMARY AND NON-CONTRIBUTORY TO
OTHER INSURANCE**

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

B. WAIVER OF SUBROGATION – BLANKET

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, The **Transfer Of Rights Of Recovery Against Others To Us Condition** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- b. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/05/2016	Countersigned By:  (Authorized Representative)
Named Insured: TODD SHELTON DBA: TEC COM	

SCHEDULE

Name of Person(s) or Organization(s):	ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT
---------------------------------------	--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

216



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 04/25/2017 (Insert Board meeting date or ratification date), by and between Tec-Com 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:

Twenty thousand nine hundred forty and 0/100 Dollars (\$ 20,940.00)

(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: C-7 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx).
4. This contract shall commence upon Board approval as of April 26, 2017. (insert date after Board approval date or ratification date) with work to be completed within Thirty (30) consecutive days and/or by May 25, 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:

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

TYPE OF BUSINESS ENTITY
Individual
X Sole Proprietorship
Partnership
Corporation
Other

TAX IDENTIFICATION
26-0591957
Employer Identification Number

License No: 769824 Classification: C-7 Expiration Date: 09-30-2018

(District Use Only: License verified by Date:
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: Todd Lee Shelton DBA: Tec-Com
Contractor Address: 2045 Live Oak Blvd, Yuba City, CA, 95991
Phone: (530) 751-2155
Email: rcetko@tec-com.net
Print Name: Ryan Cetko
Title: C.O.O.
Authorized Signature: Ryan Cetko
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):
Karl Ross
Brent Gildea
Ryan Bradford
Dirk Theiler
Tyler Pack

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: 04-12-17 Tec-Com (Company)

Ryan Cetko (Authorized Signature)

Ryan Cetko (Print Name)

C.O.O. (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



Marysville Joint Unified School District

will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his

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

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 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 April 26, 2017 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21

226



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.

Ryan Cetko

Signature, Contractor's Authorized Representative

Ryan Cetko

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.: Edgewater Security Cameras between the Marysville Joint Unified School District ("District" or "Owner") and Tec-Com ("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: Ryan Cetko

Title: C.O.O.

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

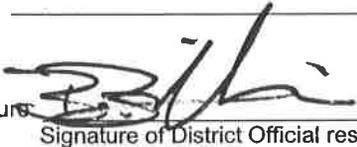
SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

Other, describe:

Signature:  Title: DISTRICT *Director of Technology* Date: *4-17-17*
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.: Edgewater Security Cameras
between Marysville Joint Unified School District (the "District" or the "Owner") and
Tec-Com (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: 04-12-17

Proper Name of Contractor: Todd Lee Shelton DBA: Tec-Com

Signature: *Ryan Cetko*

Print Name: Ryan Cetko

Title: C.O.O.

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
TODD LEE SHELTON	1000000735	SUTTER	YUBA CITY	06/07/2016	06/30/2017

232



On File

Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

Withholding Exemption Certificate form with fields for Year (20), Vendor/Payee's name, address, and agent's name.

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.

- Individuals - Certification of Residency
Corporations
Partnerships
Limited Liability Companies (LLC)
Tax-Exempt Entities
Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans
California Irrevocable Trusts
Estates - Certification of Residency of Deceased Person

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.

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

233

On File

**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Todd Lee Shelton

2 Business name/disregarded entity name, if different from above
dba Tec-Com

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

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

5 Address (number, street, and apt. or suite no.)
PO Box 1626

6 City, state, and ZIP code
Yuba City, CA 95992

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

2	6	-	0	5	9	1	9	5	7
---	---	---	---	---	---	---	---	---	---

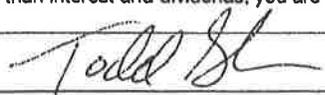
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **1-14-17**

General Instructions

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

234



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

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

(Remainder of page left blank intentionally)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

237

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY AND BLANKET
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. PRIMARY AND NON-CONTRIBUTORY TO
OTHER INSURANCE**

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

B. WAIVER OF SUBROGATION – BLANKET

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, The **Transfer Of Rights Of Recovery Against Others To Us Condition** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- b. Was executed prior to loss.

238

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/05/2016	Countersigned By:  (Authorized Representative)
Named Insured: TODD SHELTON DBA: TEC COM	

SCHEDULE

Name of Person(s) or Organization(s):	ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT
--	--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

239

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2016-17/17

Classified School Employees Appreciation Week

WHEREAS, classified school employees provide valuable services to the schools and students of the Marysville Joint Unified School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment in the schools and to students of the Marysville Joint Unified School District; and

WHEREAS, classified school employees serve a vital role in providing for the welfare and safety of the Marysville Joint Unified School District's students; and

WHEREAS, classified school employees employed by the Marysville Joint Unified School District strive for excellence in all areas relative to the educational community; and

THEREFORE, BE IT RESOLVED, that the Marysville Joint Unified School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the state of California and in the Marysville Joint Unified School District and declares the week of May 21 through May 27, 2017, as Classified School Employee Week in the Marysville Joint Unified School District.

Passed and Adopted this 25th day of April 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Jeff D. Boom
President - Board of Trustees

Supervisory Unit

Proposal for 2016 -2017

We the Supervisory Unit of Marysville Joint Unified School District (which consist of ten-month and twelve-month employees) would like to negotiate the following items:

1. Salary adjustment of COLA plus 10% retroactive to July 1, 2016.
2. The Districts required contribution cap toward insurance premiums shall be increased \$250.00 per month towards health insurance.
3. That all members in the Supervisor's unit receive a realignment in the ranges on the salary schedule to reflect a 15% increase in range and step.
4. Longevity language to reflect an additional 5% increase after 30 years of continued service.
5. The District to reinstate the Early Retirement Incentive program for all members of the unit that will be sixty years of age and have at least 20 years of unbroken service. Retirement Incentive Article 9.5.
6. The District to provide the unit a fully paid life insurance policy of \$50,000 for all Full time (3/5 or more time) employees wishing such insurance.

**INITIAL PROPOSAL
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
to the
SUPERVISORY UNIT
for
2016-2017 School Year**

The Marysville Joint Unified School District (“District”) and the Supervisory Unit (“Supervisors”) are parties to an expired agreement. Pursuant to Article I, Reopeners are:

Total Compensation Package Including:

- 1) ARTICLE XV - Salary Schedule
- 2) ARTICLE XIV - Health and Welfare Fringe Benefits

In addition, the District reopens on the following two (2) articles:

- 1) ARTICLE III – Hours and Overtime
- 2) ARTICLE XII – Professional Growth