

**FORM AGREEMENT**

**THIS AGREEMENT**, entered into this 31 day of May, 2017 in the County of Yuba of the State of California, by and between the Marysville Joint Unified School District, hereinafter called the "District", and Barrow's Landscaping Inc., hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCCA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the District and provide any requested information or documents as requested by the District to comply with the CUPCCA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, utility and transportation services, and perform and complete all work required in connection with Lindhurst High School Football Field Renovation ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project of the work within ~~Thirty (30)~~ Sixty (60) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
LINDHURST HIGH SCHOOL FOOTBALL FIELD RENOVATION

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Business Services Department  
Approval: [Signature]  
Date: 5/31/17

Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ~~ONE THOUSAND SEVEN HUNDRED SEVENTY-THREE THOUSAND~~ ~~FOUR HUNDRED FIFTY-FOUR~~ DOLLARS (\$ 173,514.00 ), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify, and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs, or expenses of any kind arising from death, personal injury, property damage, or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach, or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify, and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense, or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense,

sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

- b) Any bodily injury to, death of persons, or damage to property caused by any act, omission, or breach of Contractor or any person, firm, or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, death of persons, loss (including theft), or loss of use of any property, sustained by any person, firm, or corporation, including the District, arising out of, or in any way connected with, work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death, or damages caused by the sole or active negligence or willful misconduct of the District.
- c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids	References	Escrow Agreement for Security
Instructions to Bidders	Form Agreement	Deposit In Lieu of Retention
Bid Form	Payment Bond	Insurance Documents and
Designation of Subcontractors	Performance Bond	Endorsements
Bid Bond	Contractor's Certificate Regarding	Contractor's Certificate Regarding
Bid Guarantee Form	Drug-Free Workplace	Background Checks
Contractor's Certificate Regarding	Contractor's Certificate Regarding	General Conditions
Worker's Compensation	Alcohol and Tobacco	Supplementary and Special
Non-Collusion Declaration	Guarantee	Conditions (if any)
Substitution Request Form	Contractor DVBE Close-Out	Specifications
Acknowledgment of Bidding	Statement	All Addenda as Issued
Practices Regarding Indemnity		Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate, including the rate for holiday and overtime work, in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

- 1 Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
- 2 California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class C-27 Contractor's License, issued by the State of California, which must be current and in good standing.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT

MARYSVILLE JOINT UNIFIED SCHOOL

Date: 5/30/17

Rh  
(Signature)  
Name: RYAN DIGLIO  
Title: ASST. Supt., BUSINESS SERVICES

CONTRACTOR

Date: 5/30/17

Eugene Barrow  
(Signature)  
Name: Eugene Barrow  
Title: VP

(CORPORATE SEAL)

**SCOPE OF WORK**

PLEASE SEE THE FOLLOWING ATTACHMENTS

Irrigation Plan Layout Page L1  
Irrigation Plan Layout Page L2  
Irrigation Details Page L3  
Irrigation Details Page L4  
Irrigation Specification  
Seeding and Sodding Specifications

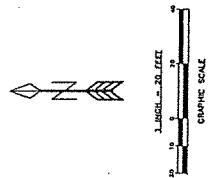
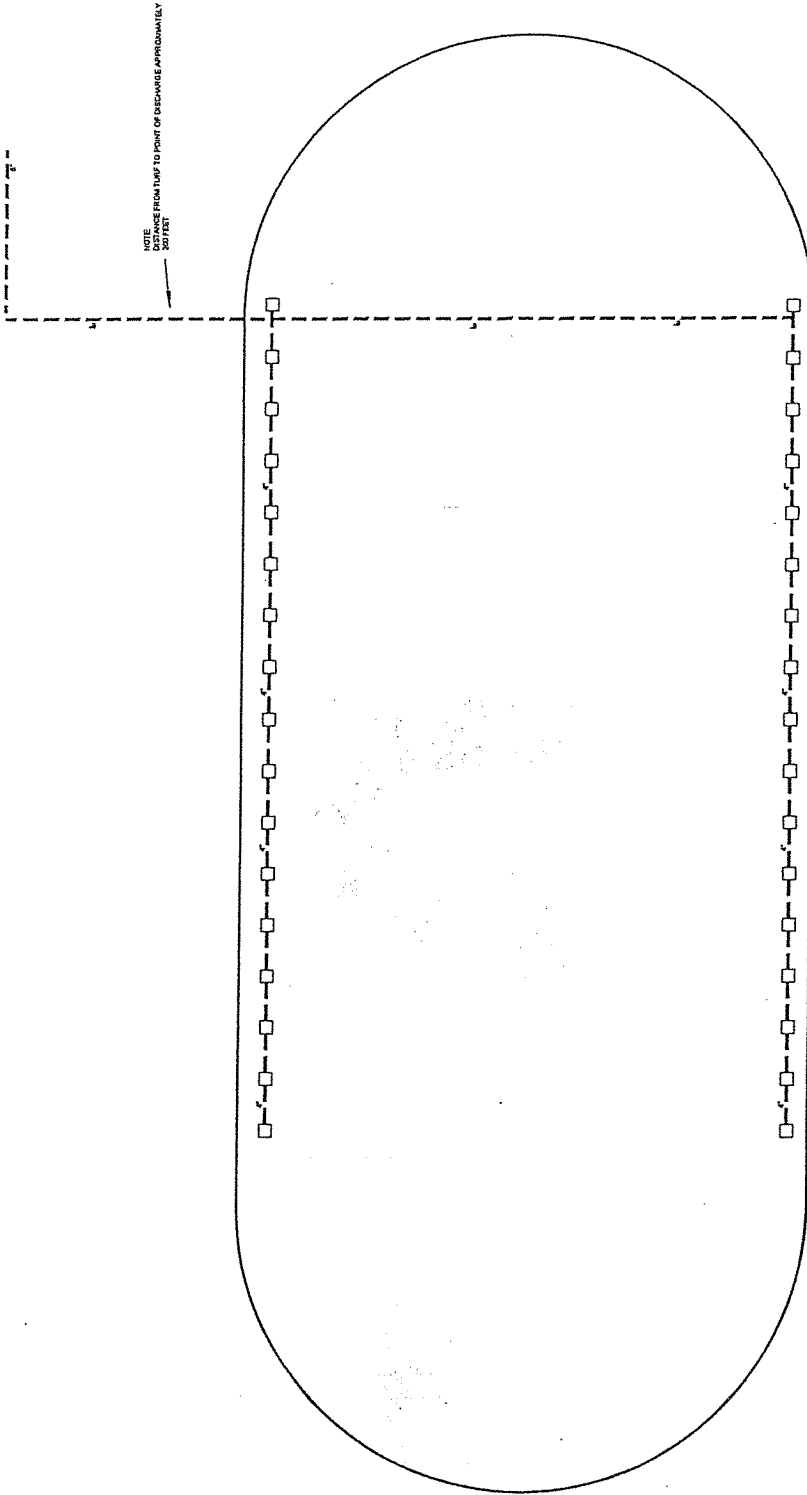
REVISIONS			
1	Δ		
2	Δ		
3	Δ		
4	Δ		

DRAINAGE PLAN  
NOT TO SCALE

LINDHURST HIGH SCHOOL FOOTBALL FIELD  
4446 OLIVE AVE. OLIVEHURST, CA. 95961

DESIGNED BY: P. BORJA  
DATE: 5/17/2017  
PROJECT: LINDHURST HIGH SCHOOL FOOTBALL FIELD  
JOB: COMMERCIAL  
LIVING: 403123

**L2**  
2 of 4 SHEET



## LANDSCAPE NOTES

- HERBICIDE APPLICATION. EXISTING FOOTBALL FIELD TURF SHALL BE SPRAYED BY OWNER PRIOR TO TURF REMOVAL.
- DEMOLITION. AFTER HERBICIDE APPLICATION IS COMPLETE ALL EXISTING TURF AND WEEDS SHALL BE MECHANICALLY REMOVED AND DISPOSED OFFSITE.
- CLEARED AND CLEANED FOOTBALL FIELD SOIL TO BE CULTIVATED 8" DEEP BEFORE NEW SOIL IS APPLIED.
- IMPORT TOPSOIL. IMPORTED TOP SOIL SHALL BE APPROVED BY OWNER BEFORE PLACEMENT. IMPORTED TOPSOIL IS TO IMPROVE GRADE AND DRAINAGE OF FOOTBALL FIELD. CENTER OF FIELD TO BE 12 INCHES HIGHER THAN TOP OF CONCRETE CURB ON EAST AND WEST SIDES OF FIELD. GRADE SHOULD BE A CONSTANT AND CONTINUOUS GRADE FROM EAST TO WEST WITH CENTER OF FIELD 12" HIGHER THAN TOP OF CURBS.
- SECOND CULTIVATION. AFTER GRADE IS APPROVED, AMENDMENTS SHALL BE APPLIED AND CULTIVATED INTO THE TOP 8 INCHES OF SOIL. OWNER TO SUPPLY SOIL TEST ONCE FINAL GRADE IS APPROVED.
- FOR BIDDING PURPOSES ONLY, CONTRACTOR SHALL USE THE FOLLOWING RECOMMENDATIONS TO ENSURE ALL BIDS ARE BASED ON THE SAME AMENDMENT REQUIREMENTS. AMENDMENT QUANTITIES MAY CHANGE BASED ON SOILS TEST BY OWNER.  
3 YARDS COMPOST  
10LBS OF 24-5-11 COMMERCIAL FERTILIZER  
10LBS AGRICULTURAL GYPSUM
- ALL AMENDMENTS SHALL BE THOROUGHLY CULTIVATED IN THE SOIL. GRADE SET AND COMPACTED BEFORE TURF INSTALLATION.
- TURF INSTALLATION.  
SOD LAWN TO BE INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS.  
DELTA BLUEGRASS COMPANY  
CELEBRATION BERMUDA SOD.
- 60 day maintenance period.
- Contractor responsible for fencing in project to protect from damages.

## IRRIGATION LEGEND

SYM.	MFG. & MODEL	DESCRIPTION	REMARKS
□	NDS CATCH BASIN	CATCH BASIN WITH 8" GRATE	
—	SCHEDULE 40 DRAINLINE	SCHEDULE 40 DRAINLINE	SIZE PER PLAN
⊗	POINT OF DISCHARGE	POINT OF DISCHARGE	EXISTING (NOT SHOWN)

## DRAINAGE NOTES

- DRAIN WATER DISCHARGE POINT OF CONNECTION. (EXISTING D.I.) APPROXIMATELY 200 FEET NORTHWEST FROM EDGE OF TURF. OWNER TO SUPPLY 6 INCH SCH 40 PVC PIPE STUB OUT FROM D.I. FOR LANDSCAPE CONTRACTOR.
- CONTRACTOR TO ENSURE POSITIVE FLOW TO DISCHARGE POINT.
- RUNNING TRACK CROSSING. RE COMPACT BACKFILL TO 90% COMPACTION.
- 4" PVC PIPE WITH 9" CATCH BASINS ON EAST AND WEST EDGES OF FOOTBALL FIELD TO SET AT A HEIGHT TO ALLOW TRACK WATER TO FLOW THROUGH CUTS IN CURB

## IRRIGATION LEGEND

SYM.	MFG. & MODEL	DESCRIPTION	REMARKS
⊞	WATER METER	WATER METER	EXISTING (NOT SHOWN)
⊞	BACKFLOW PREVENTER	BACKFLOW PREVENTER	EXISTING (NOT SHOWN)
⊞	DATE VALVE	DATE VALVE	SIZE PER MANLINE
⊞	CONTROL VALVE w/ PSI DIAL	CONTROL VALVE w/ PSI DIAL	SIZE PER VALVE ID TAG. INSTALL WITH NIBCO T-580 BALL VALVE.
⊞	QUICK COUPLER	QUICK COUPLER	PROVIDE (1) HK-44 KEY & (1) HH-1 HOSE SNWEL
⊞	SCHEDULE 40 LATERAL PIPE	SCHEDULE 40 LATERAL PIPE	SIZE PER PIPE SIZING SCHEDULE. MIN. 3/4" SIZE
⊞	SCHEDULE 40 MANLINE	SCHEDULE 40 MANLINE	2" UNLESS OTHERWISE NOTED
⊞	SCHEDULE 40 SLEEVE	SCHEDULE 40 SLEEVE	TWO TIMES DIAMETER OF PIPE TO BE SLEEVED
⊞	AUTOMATIC CONTROLLER	AUTOMATIC CONTROLLER	EXISTING DECODER CONTROLLER (NOT SHOWN)

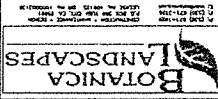
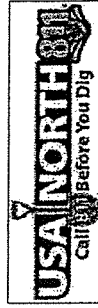
Q.T.H.F.	SPRINKLER LEGEND	GALLONS PER MINUTE
⊞	HUNTER L-25 #05, #07, #10, #12 NOZZLE	0-5.30, 1-7.50, H-11.1, F-11.1
⊞	HUNTER L-20 #1.5, #3.0, #6.0 NOZZLE	0-1.80, 1-2.10, H-3.40, 10/F-3.40

CONTROLLER STATION NUMBER	172	CD-600 (HUNTER DECODER PER VALVE MANIFOLD)
CONTROL VALVE SIZE	1/2"	
GALLONS PER MINUTE	330	

NOTE: ADJUST VALVE PSI REGULATOR TO 60 PSI.

## IRRIGATION NOTES

- THE IRRIGATION SYSTEM SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES. THE LANDSCAPE CONTRACTOR SHALL OBTAIN ALL PERMITS FOR THE WORK AS REQUIRED BY THE CITY AND/OR COUNTY.
- THIS DESIGN IS DIAGRAMATIC. ALL PIPING, VALVES AND OTHER EQUIPMENT SHOWN IS FOR DESIGN CLARITY AND SHALL BE INSTALLED IN PLANTER OR URMN AREAS WHENEVER POSSIBLE. INSTALLATION TO CONFORM WITH CONSTRUCTION DETAILS.
- VERIFY EXISTING WATER PRESSURE AND FIELD DIMENSIONS. DISCREPANCIES SHALL BE REPORTED TO THE OWNER OR APPROPRIATE REPRESENTATIVE IN WRITING PRIOR TO ANY COMMENCEMENT OF WORK. IF NOTIFICATION IS NOT MADE, THE LANDSCAPE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND COST FOR NECESSARY REQUIRED REVISION TO WORK.
- USE COMMON TRENCHES WHENEVER POSSIBLE. INSTALL PRESSURIZED MAINLINES WITH A MINIMUM OF 18" COVER. INSTALL LATERAL PIPES WITH A MINIMUM 12" COVER. ALL PIPES UNDER PAVING TO HAVE MINIMUM 30" COVER.
- FLUSH ENTIRE SYSTEM BEFORE INSTALLING SPRINKLER HEADS.
- SPACING OF HEADS SHALL NOT EXCEED THAT SHOWN ON THE DRAWING. PERFORM COVERAGE TEST PRIOR TO ANY PIPING OR SPRINKLER HEADS AS NECESSARY TO PREVENT OVER SPRAY ONTO WALKS AND BUILDINGS YET MAINTAIN FULL COVERAGE.
- ALL MATERIAL IS SPECIFIC TO THIS DESIGN. THE IRRIGATION SYSTEM HAS BEEN DESIGNED ACCORDING TO THE OPERATIONAL CHARACTERISTICS OF THE SPECIFIED EQUIPMENT. IF ANY CHANGES OR SUBSTITUTIONS ARE MADE WITHOUT APPROVED WRITTEN CALCULATIONS, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND COSTS FOR THE RESULT OF THOSE CHANGES.
- IT IS UNCERTAIN IF HUNTER 2-WIRE HAS BEEN BURIED WITH MANLINE STUB. CONTRACTOR TO VERIFY LOCATION OF EXISTING MANLINE AND HUNTER 2-WIRE N-FIELD. IF 2-WIRE IS NOT LOCATED WITH BURIED MANLINE STUB, CLOSEST 2-WIRE CONNECTION IS 240 LINEAR FEET NORTH OF POINT OF CONNECTION LOCATION AT EXISTING SPORTS FIELD. FOR BIDDING PURPOSES, INCLUDE INSTALLATION OF WIRE FROM (E) SPORTS FIELD.
- THE CONTRACTOR SHALL WARRANT THE SYSTEM FREE FROM DEFECTS IN WORKMANSHIP FOR A PERIOD OF ONE YEAR COMMENCING UPON FINAL ACCEPTANCE OF THE WORK. ALL REPAIRS NECESSARY DURING THAT PERIOD AS A RESULT OF DEFECTS IN WORKMANSHIP SHALL BE AT NO ADDITIONAL COST TO THE OWNER. PROVIDE TO OWNER TWO WRITTEN, WET SIGNED COPIES OF WARRANTY ON COMPANY LETTERHEAD.
- INSTALL ONE 5/8 INCH COPPER CLAD GROUND ROD IN 10" VALVE BOX MIN. 10 FEET AWAY AT EACH CONTROL VALVE GROUPING. WIRE TO GROUND WIRE ON VALVE DECODER (GROUND ROD SYMBOL AND LOCATION NOT SHOWN ON PLANS).



REVISIONS
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IRRIGATION PLAN  
NOT TO SCALE

LINDHURST FOOTBALL FIELD  
4446 OLIVE AVE. OLIVEHURST, CA 95961

DATE: 5/1/2017
APPROVED: [Signature]
DESIGNED: [Signature]
CHECKED: [Signature]
PROJECT: 401715

L4  
4 SHEET 4

## 1.0 General Conditions

### 1.1 Scope of Work

- A. The intent of this specification is to define contractor/owner responsibilities and specify minimum standards for materials and workmanship.
- B. Irrigation layout/design shall meet the following parameters:
  - 1. Head to head spacing to ensure 100% coverage.
  - 2. Matched precipitation rates within a zone.
  - 3. Pipe sized to stay at or below 5 feet per second.
  - 4. Separation of zones by different types of plant material (e.g., turf, trees and shrubs, annuals).
  - 5. Rain sensor shall be included.
- C. Furnish all labor and materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to perform all operations in connection with the installation of the irrigation system.
- D. All local, municipal, and state laws, rules, and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications.
- E. Work noted "N.I.C.," "existing," or "to be supplied and/or installed by others" is not part of this section.
- F. Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, and other materials that might be required. The drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation system, planting and architectural features. Work called for on the drawings by notes or details shall be furnished and installed whether or not specifically called out in the written specifications.
- G. If discrepancies exist between drawings and specifications, and no specific interpretation is issued prior to bidding, the decision regarding any interpretation will rest with the owner's representative. The contractor is to act on this decision as directed. In the event that the installation deviates from the direction given, it shall be corrected at the contractor's expense.

### 1.2 Standards

- A. The contractor shall obtain and pay for all permits and inspections required by outside agencies.
- B. All materials shall meet minimum industry standards.
- C. The system shall be installed as per manufacturer's recommendations by qualified, trained personnel.

### 1.3 Quality Assurance

- A. Commercial Projects
  - 1. The company engaged in the project must have three years of experience with projects of similar size and scope.

### 1.4 Submittals

- A. For commercial projects, prior to the start of installation, the contractor shall submit for approval to the owner or owner's representative a materials list indicating the name of the manufacturer, model numbers, and performance data for the following:
  - 1. Sprinkler heads
  - 2. Valves and valve boxes
  - 3. Controllers and appurtenances
  - 4. Pumps
  - 5. Backflow
  - 6. Drip equipment
  - 7. Wire and electrical connection waterproofing method and materials
  - 8. Grounding equipment
  - 9. Pipe and fittings
  - 10. Water harvesting and storage components (pre-filters, post-filters, storage vessels and associated control systems)
- B. At completion of the installation, the contractor shall submit a minimum of one (1) individually bound or PDF file of the irrigation system *Operation and Maintenance Instructions*, including a materials list, "As-Built" drawing, suggested operating schedule, seasonal shut-down procedures, and the name and phone number of the installing contractor.

#### 1.14 Guarantee

- A. The contractor shall guarantee all labor, workmanship, materials, fixtures, and equipment covered by the contract documents to be free of defects for a period of one (1) year from the date of substantial completion and acceptance of the project. The contractor shall replace any part(s) found to be defective within the period of the guarantee at no cost to the owner, except repairs or replacement necessitated by damage by others.
- B. Backfilling of all excavation shall be guaranteed. If, at any time during the one year guarantee period, trenches should settle, the contractor shall repair any settling at no cost to the owner.

#### 1.15 Maintenance

During the maintenance period, the installing contractor must perform all maintenance of the system for 60 days.

#### 1.16 Record Drawings

- A. The owner shall provide an electronic copy of the landscape plan in AutoCAD or PDF. In the absence of a landscape plan, a site plan shall be provided.
- B. The contractor shall, during the progress of work, keep an accurate daily record of all changes and corrections to contract drawings.
- C. "As-Built drawings" shall indicate point of connection; control valve wire routing paths; controller location; electric, isolation, drain, and quick coupling valves; piping; and sleeves. For two-wire systems, locations of switches, decoders, and surge arrestors shall be noted.
- D. Accurately locate all dimensions from a minimum of two permanent reference points (buildings, monuments, sidewalks, curbs or pavements). Do not use these prints for any other purpose.
- E. When record drawings have been approved by the owner's representative, the contractor shall provide drawings as an electronic PDF.
- F. The irrigation legend must be changed to accurately reflect the irrigation equipment installed, if such equipment is not the same as originally specified.

## 2.0 Materials

### 2.1 General Conditions

The materials chosen for incorporation in the irrigation system may have been recommended by a specific manufacturer to enable the owner to establish the level of quality and performance desired. Substitution of equipment of another manufacturer may be allowed only after submittal to and approval by, the owner or owner's representative. Refer to section 1.7 (Existing Utilities) in this guideline.

### 2.2 Copper Pipe and Fittings

- A. Pipe: Minimum Type "L".
- B. Fittings: Wrought or cast copper, soldered, flared, or threaded joint type.
- C. Joints shall be soldered in accordance with current NSF (National Sanitation Foundation) standards.

### 2.3 Brass Pipe and Fittings

- A. Brass pipe shall be 85% red brass, American National Standard Institute (ANSI), schedule 40 threaded pipe.
- B. Fittings shall be medium brass, threaded 125 pound class.

### 2.4 Plastic Pipe, Fittings, and Adhesives

- A. PVC Pipe and Fittings: Manufactured from virgin polyvinyl chloride compound in accordance with ASTM D 2241 and ASTM D 1784.

- C. Sprinkler bodies may be brass or plastic material. Connections to lateral lines shall be either flex-swing pipe over barbed fittings or 3-ell swing joints.
- D. Nozzles may be brass or plastic material.

## 2.7 Water Conservation Devices

- A. Rain sensors shall be devices adjustable to react to rainfall from 1/8" to 1" by temporarily shutting down the automatic operation of the system.
- B. Moisture sensors shall be adjustable and compatible with the controller installed. The sensor, in conjunction with the controller, shall be capable of automatically stopping and restarting irrigation watering based upon a set moisture level.

## 2.8 Wire

- A. Control wire shall be UL/UF direct burial, sized as indicated or as required by valve and controller manufacturer's recommendations.
- B. Wire splice connectors shall be waterproof, made for direct burial, UL listed and rated for at least 30 volts.
- C. Wire and splices for two wire systems must be as specified by the manufacturer.

## 2.9 Controller

- A. The controller shall be as indicated, UL-approved for indoor or outdoor installation as required, with low voltage output (i.e., <30 Vac).
- B. The controller shall be fully automatic and have the following minimum features:
  1. Capable of operating the number of remote control valves indicated on drawings.
  2. Three programs.
  3. Rain delay.
  4. Multiple schedules to include odd/even, calendar, interval.
  5. An integral sensor terminal and circuit.
- C. The controller shall be grounded as per manufacturer's recommendations.

## 2.10 Sleeves

- A. SDR 21, SCH40, bell ended, solvent weld.
- B. Size of sleeve shall be a minimum of two pipe sizes larger than the pipe.

## 2.11 Backflow Devices

Backflow prevention devices shall be installed on all irrigation systems at the point of connection to the water source. Device shall include unions unless otherwise dictated by local codes. The device shall conform to all local codes and be installed as per manufacturer's

recommendations. All devices shall be approved by UPC, ASSE & AWWA, C-506. Installation must be performed by an individual or company licensed to do such work by the local governing authority.

## 2.12 Drip Components

Each drip zone shall include an electric valve, pressure regulator and filter.

- A. Filter shall be inline model constructed of noncorrosive material. Screen or disc shall be sufficient to eliminate debris and particulate matter as required (120 mesh or 75–600 microns). Size based on manufacturer's recommendations with an operating pressure from 20–140 psi.
- B. Pressure regulators shall be inline type constructed of noncorrosive materials and capable of handling designated flow at discharge pressure indicated on drawings.
- C. Emission devices shall be constructed of noncorrosive materials capable of delivering measured volumes of water to designated areas. An emission device shall be classified as:
  1. Single emitter
  2. Multi-outlet distribution manifold
  3. Polyethylene tubing manufactured with inline pressure emitters
  4. Micro-spinner or spray
  5. Pressure-compensating, self-flushing, and having an integral check valve
- D. Drip staples shall be minimum 11 gauge with U-shaped top. Square-top staples shall not be used.
- E. Fittings shall be insert or compression type and shall not require clamping below 45 psi.

## 2.13 Pumps

- A. Provide pump with capacity, total dynamic head, and electrical characteristics, as noted on drawing.
- B. Pump enclosure, if applicable, as noted on drawing.
- C. Pump fittings as per drawing details and as recommended by pump manufacturer.
- D. Pump start relay, flow switch, pressure transducer, pressure switch, or other control devices, as recommended by pump manufacturer.

# 3.0 Execution

## 3.1 Site Reviews

- A. Before any work commences, a conference shall be held with the owner's representative and contractor

1. Connections to insert fittings shall be installed over barbs. Pipe shall extend beyond the last barb on the fitting. Install two clamps per joint directly over barbs on all connections.
2. Internal double 'O' ring connection fittings may be used that have an integral lock mechanism and a minimum 400-psi burst rating.
3. Saddles used for service tees must be all plastic and have a locking mechanism to hold in place during on/off cycles and freeze/thaw cycles.
4. All mainlines shall be pressure tested. See section 3.19 (System Flushing) in this guideline.

### 3.5 Trenching

- A. Excavate trenches to required depths. Follow approved layout for each system. Maintain bottom of trenches flat to permit all piping to be supported on an even grade for entire length of run, with recesses as required for pipe bells.
- B. The minimum depth of soil cover shall conform to local codes, or shall be as shown or listed in the drawings, details, or specifications. Generally accepted practice is as follows:

	Pressure Lines		Non-Pressure Lines	
	In Landscaping	Under Vehicular Paving	In Landscaping	Under Vehicular Paving
Residential	12"	18"	8"	12"
Commercial	18"	24"	12"	18"

- C. Sleeves under walks shall be at a 12" depth. Sleeves under drives and parking lots shall be at an approximate 18" depth. Sleeves under roadways should be at an approximate 36" depth, or as mandated by governing authorities.
- D. Pipe "plowing" may be permitted by the owner's representative in favorable soil conditions. When plowing is permissible, depth of pipe shall be the same as for trenching.

### 3.6 Backfill

- A. The first 6" of backfill material shall be free of rock or foreign matter 2" in diameter or larger and hand tamped. The remainder of backfill shall be laid-up in maximum 6" lifts and tamped to a dry density equal to adjacent, undisturbed soil until the finish grade is reached.
- B. When more than one pipe is installed in the same trench, separate pipes with a minimum 2" of soil.
- C. Disturbed grade shall be restored to be free of dips, depressions, humps, or other irregularities. Compaction by truck or other vehicle is not acceptable.

### 3.7 Existing Pavements

- A. Piping under existing pavements may be installed by jacking, boring, or hydraulic driving, except as otherwise specified or directed. For minimum depths, install pipe at a depth equal to 12" per inch of diameter of bore below finished grade.
- B. Secure owner's permission prior to cutting or breaking existing pavements. Refer to section 3.5 (Trenching) in this guideline for minimum depths.
- C. At locations where cutting is approved, make all cuts clean using power saws. Make cuts at approved locations only.
- D. Replace and restore all disturbed surfaces to match adjacent undisturbed conditions, including grades and landscaping.

### 3.8 Automatic Valves and Valve Boxes

- A. Automatic valves shall be installed plumb within valve access box with all handles, bolts, connections, and electrical splices accessible through the valve box opening.
- B. Clearance between the highest part of the valve and the bottom of the valve box lid shall be 2" minimum and 18" maximum.
- C. Clearance between the valve body and the sides of the valve box shall be a minimum of 3". Clearance between the valve bodies shall be a minimum of 2". Valves shall not be "stacked" within a valve box.
- D. Valves or valve boxes shall not be installed within 12" of paving or structures.
- E. The valve box shall be supported so that it does not rest directly on any irrigation piping.

### 3.9 Control Wiring

- A. Control wiring shall be installed as follows:
  1. When in common trench with mainline, wiring shall be laid beside or at the same invert as the mainline.
  2. Use minimum number of splices, and make all splices in valve or splice boxes. Splice connectors shall be UL approved for direct bury.
  3. Provide 24" expansion coils at all valves and at 300' intervals between valves and directional changes. Wire shall at no time be installed taut.
  4. Tape, or cinch with cable cinches, wires at maximum of 25' intervals.
  5. Aboveground wire is to be installed in conduit and/or in accordance with electrical codes.
  6. Common, or neutral, wire shall be WHITE on single or multi-conductor wire. If single

### 3.16 Sensor Devices

- A. A rain sensor shall be installed in an area exposed to direct rainfall but out of sprinkler coverage.
- B. Sensor wires shall not be spliced and shall terminate inside controller at sensor terminals.
- C. All devices shall be installed per manufacturer's recommendations.

### 3.17 Decoders (Two-Wire Only)

- A. Decoders shall be from the same manufacturer as the controller.
- B. Decoders shall be located in valve boxes for service access. Decoders shall be mounted to sides of valve boxes.
- C. Connections to two-wire path shall be made with UL-approved, direct bury splice kits rated for submersion.

### 3.18 Surge Arrestors (Two-Wire Only)

- A. Arrestors shall be located in valve boxes.
- B. Arrestors shall be grounded to rods/plates per manufacturer's recommendation following ASIC standards.
- C. Arrestors shall be installed at distances and locations on two-wire path as recommended by manufacturer.

### 3.19 System Flushing

- A. All mainlines shall be flushed prior to testing.
- B. After all pipe and flexible risers have been installed, and prior to the installation of control valves and sprinkler heads, thoroughly flush all lines with a full head of water.

### 3.20 Pressure Tests

- A. If required by owner, the contractor shall provide all equipment to test the system, including a force pump.
- B. All mainlines under constant pressure shall be filled with water at designated pressure for at least 24 hours and proven tight by visual inspection. The system shall then be tested under hydrostatic pressure of 150 psi for a period of two hours, unless otherwise approved. Leaks shall be repaired and the system shall again be flushed and retested.

### 3.21 Adjustment

- A. Install sprinkler bodies and nozzles. Adjust radius and arc for optimum performance. Make any necessary adjustments in head locations to achieve 100% coverage of landscaped areas designated to be watered.

- B. Adjust flow controls and pressure-reducing valves to attain the required pressure for optimum performance at the sprinkler head.

### 3.22 Coverage Test

- A. After sprinkler system is completed, test the system to ensure that all lawn and planting areas are watered completely and uniformly.
- B. Make any necessary adjustments as required by the owner's representative to provide proper coverage.

### 3.23 Operating and Maintenance Tools

- A. The following items shall be delivered to the owner when work is completed and prior to final acceptance of work.
  - 1. Two keys for each automatic controller.
  - 2. Two sets of any specialty adjustment or disassembly tools required for each type of sprinkler head supplied.
- B. The following items shall be delivered to the owner if applicable to the system.
  - 1. 30" valve keys for operation of manual drain valves.
  - 2. Two keys for opening lockable valve boxes.
  - 3. One 72" steel tee wrench for operating gate valves with square nut.
  - 4. One 72" steel tee wrench for operating bar handle stop and waste valve.
- C. Provide owner instruction in operating the system.
- D. Provide zone charts to owner.

### 3.24 Cleanup

Upon completion of all work, the contractor shall restore all ground surfaces disturbed during the irrigation installation to their original condition to the satisfaction of the owner's representative. Remove all excess irrigation material, waste, debris, and equipment from the site.

## 1.0 General Conditions

### 1.1 Scope of Work

- A. The landscape contractor shall furnish all labor, material, and equipment required to complete the work described herein in strict accordance with the drawings and/or terms of the contract. All previously established grades shall be in conformance with the drawings and/or other specifications.

### 1.2 Submittals

When requested by the owner or owner's representative, samples of all materials shall be submitted to the owner's designated representative for approval.

### 1.3 Soil Testing: Supplied By Owner

A soil test shall be made to determine soil texture, pH, magnesium, phosphorus and potassium. Additional tests for soluble salts and organic matter should also be made. Soil tests shall be conducted by a state laboratory or recognized commercial laboratory. The landscape contractor shall perform one (1) soil test using a representative sample of on-site soils. If existing soil has been undisturbed and is suitable as determined by soil test, no additional amendments are required. If the owner does not accept the soil test results as submitted by the landscape contractor, the owner is accepting full responsibility and thereby voids the landscape contractor's guarantee. Adjustments should be made based on soil test results.

#### Acceptable Soil Test Results

pH range	Bluegrass 6.0–7.0, Fescues 5.5–7.0
Organic matter	>1.5%
Magnesium - Mg	35 pounds per acre
Phosphorus - P <sub>2</sub> O <sub>5</sub>	100 pounds per acre
Potassium - K <sub>2</sub> O	85 pounds per acre
Soluble salts	not to exceed 900 ppm

Refer to *Landscape Specification Guidelines Part 7: Soils*, section 1.7 (Soil Testing) to determine how to raise and lower pH.

### 1.4 Workmanship

- A. During sodding/seeding, all areas shall be kept neat and clean and precautions shall be taken to avoid damage to existing plants, turf and structures.

- B. Upon completion, all debris and waste material resulting from sodding/seeding operations shall be removed from the project and the area cleaned up.
- C. Any damaged areas caused by the landscape contractor shall be restored to their original condition.

## 2.0 Products

### 2.1 Quality Assurance

Manufacturers' certified analyses shall accompany packaged standard products.

### 2.2 Organic Matter

- A. Sedge peat: Decomposed peat containing no identifiable fibers.
- B. Leaf compost: Screened and free of trash.
- C. Composted sewage sludge: Approved, screened, polymer-dewatered sewage sludge with a pH of 6.2 to 7.2.
- D. MSW (municipal solid waste) compost with pH of 6.2 to 7.2 that is screened and contains less than 1% man-made materials.

### 2.3 Topsoil

- A. Topsoil shall meet acceptable soil test levels as specified in the Soils Specification. A certificate of soil test analysis must be submitted to the owner for approval before any topsoil is delivered to the project.
- B. Topsoil installed on grade shall attempt to match existing soil texture, except for situations where clay subsoil exists. Where clay subsoil exists, use loam or silt loam topsoils.
- C. Topsoil shall be free of stones, lumps, plants, roots, and other debris over 1 1/2". Topsoil must also be free of plants or plant parts of Bermuda grass, Quack grass, Johnson grass, Mugwort, Nutsedge, poison ivy, Canada thistle, or others as specified.
- D. Topsoil shall not contain toxic substances harmful to plant growth (e.g., pesticide residues).

### 2.4 Fertilizer

All fertilizers shall be uniform in composition, free flowing, and suitable for application with approved equipment. Fertilizers shall be delivered to the site fully labeled according to applicable state fertilizer laws and shall bear the name, trade name, or trademark and warranty of the producer. Applications shall be determined by soil test recommendations.

- B. Prior to sodding or seeding, the surface shall be cleared of all trash, debris, and stones larger than 1 1/2" in diameter or length, and of all roots, brush, wire, grade stakes and other objects that would interfere with sodding or seeding.

## **4.0 Sod: Products and Procedures**

### **4.1 Scope of Work**

The landscape contractor shall furnish all labor, material, and equipment required to complete the work described herein in strict accordance with the drawings and/or terms of the contract. All previously established grades shall be in conformance with the drawings and/or other specifications.

### **4.2 Products**

- A. Classes of MD/VA turfgrass sod:

- 1. State-certified sod (labeled)

Certified turfgrass sod is a superior product grown from an approved mixture of certified seed. The mixture is made up of individual varieties that have been evaluated for at least five years.

### **4.3 Installation Procedures for Sod**

- A. Site approval: The landscape contractor shall inspect the site to approve final grading and preparation prior to installing the sod.

2. Wood cellulose fiber mulch shall consist of specially prepared cellulose processed into a uniform fibrous physical state. The fiber mulch, including dye, shall contain no germination or growth-inhibiting factors. The mulch material shall be manufactured and processed in such a manner that the cellulose fiber mulch will remain in uniform suspension in water under agitation and will blend with seed, fertilizer, and other additives to form a homogeneous slurry. The mulch shall cover and hold grass seed in contact with the soil without inhibiting the growth of the grass seedlings.

3. Wood fiber hydraulic mulch products shall consist of specially prepared wood that has been processed to a uniform fibrous state, and shall be packaged for sale as a hydraulic mulch for use with hydraulic seeding equipment. The wood fibers of wood fiber hydraulic mulch products shall have a length of approximately 0.5" and a diameter of approximately 0.0625". The wood fibers shall be dyed green, or the wood fiber hydraulic mulch product shall be mixed with a dye in a separate operation that will provide appropriate color to aid visual inspection of the material when it is spread. Wood fiber hydraulic mulch products shall have a pH range of pH 4.0 to 8.5, and an ash content that shall not exceed 7% of the product by weight. It shall contain no materials or chemicals in concentrations that inhibit the germination or growth of grasses, forbs, meadow flowers, or other seedlings when they are applied according to the manufacturer's label directions. It shall be capable of remaining in suspension with water under agitation, so that such products shall readily blend with seed, fertilizer, and limestone to form a uniform slurry.

4. Erosion control blankets shall be woven and may contain lightweight plastic netting on one or both sides.

#### B. Stabilizing materials

1. A mulch-anchoring tool is a tractor-drawn implement designed to punch and anchor mulch into the soil surface a minimum of 2".
2. Cellulose fiber may be used for anchoring straw. The fiber binding shall be applied at a net dry weight of 750 pounds per acre. The cellulose fiber may be mixed with water. The mixture shall contain a maximum of 50 pounds of cellulose fiber per 100 gallons of water, or refer to manufacturer's recommended rates.

3. Wood fiber hydraulic mulch products shall consist of specially prepared wood that has been processed to a uniform fibrous state. The wood fibers of wood fiber hydraulic mulch products shall have a length of approximately 0.5" and a diameter of approximately 0.0625". It shall contain no materials or chemicals in concentrations that inhibit the germination or growth of grasses, forbs, meadow flowers, or other seedlings when they are applied according to the manufacturer's label directions. It shall be capable of remaining in suspension with water under agitation so that such products shall readily blend with seed, fertilizer, and limestone to form a uniform slurry.

4. Liquid mulch binders should be applied more heavily at the edges, where wind catches the mulch.

5. Lightweight plastic netting should be staked over the mulch according to manufacturer's recommendations. It is recommended that stakes be driven to ground level or removed once seed is established.

#### C. Seed mix

1. Prior to specifying the composition of the certified seed mix or blend and application rates, contact the University of Maryland Extension or refer to [www.ipmnet.umd.edu](http://www.ipmnet.umd.edu).

#### 5.4 Installation Procedures for Seed

One of the two following methods shall be used for seeding after final soil preparation has been completed. The regular seeding seasons are March 1 to May 15, and August 15 to October 15. Establishment is not guaranteed when the seeding is done out of season. No seeding shall be done on frozen ground or when the temperature is 32° F or lower. Optimum seeding time is late August to mid October.

##### A. Dry application

###### 1. Seed installation

- a. Cultipacker seeder: This method applies seed just below soil surface and covers the seed in a single operation. Seed should be applied within the top 1/4" of the soil in two different directions for best results.
- b. Drop-type/broadcast spreader: Apply seed within the top 1/4" of the soil in two directions for best results. To improve soil/seed contact, use a landscape rake to make one pass over the seed bed.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2017

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

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

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Beverly Nelson, CISR, CPSR PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558 E-MAIL ADDRESS: bnelson@loisinc.com
INSURED Barrow's Landscaping, Inc. 764 Winship Road Yuba City CA 95991	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance NAIC # 27154 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 16/17 Pkg &amp; Auto REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 Pd Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	618-00-09-23-0001	9/16/2016	9/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		618-00-09-23-0001	9/16/2016	9/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: All landscape operations performed by or on behalf of the named insured.

Blanket Additional insured per attached OBPGGL04340414 &amp; CG2010

Marysville Joint Unified School District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of the District (Excluding professional Liability) are named as additional Insured \*\*This revises certificate dated 9/19/2016\*\*

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

B Nelson, CISR, CPSR/

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. The following is added to Paragraph 2. In SECTION II - WHO IS AN INSURED:**

Any person or organization you are required by written contract or agreement to name as an additional insured subject to the following:

Any such person or organization must be approved in writing by us as an additional insured. Coverage for such person or organization will begin on the date of our approval.

- a. No such person or organization is an additional insured for your acts, errors or omissions if such acts, errors or omissions are not also covered under such person or organization's liability insurance.
- b. No such person or organization is an additional insured for "bodily injury" or "property damage" for acts, errors or omissions of any additional insured.

**B. With respect to the insurance afforded to the additional insureds under Paragraph A. above, the following is added to SECTION III - LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement does not increase the applicable Limits of Insurance shown in the Declarations.

**C. With respect to the insurance afforded to the additional insureds under Paragraph A. above, Paragraph I. Damage To Your Work in Paragraph 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES is replaced by the following**

This insurance does not apply to:

**I. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

**D. With respect to the insurance afforded to the additional insureds under Paragraph A. above, The following is added to Paragraph 4. Other Insurance in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary if required by the contract or agreement. If there is no such requirement, this insurance will be excess and paragraph b. Excess Insurance applies.

## COMMERCIAL GENERAL LIABILITY

- E. With respect to the insurance afforded to the additional insureds under Paragraph A. above, the following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**, in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, we will waive our rights to recover against any additional insured for payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under the contract or agreement and included in the "products completed operations hazard"

if such waiver is required by the contract or agreement.

Policy Number: 618-00-09-23-0001

Name Insured: Barrow's Landscaping, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 09/16/2016

**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
Marysville Joint Unified School District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of the District (Excluding professional Liability)	All landscape operations performed by or on behalf of the named insured.
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**BID BOND FORM**

**ATTACHMENT NO. 2 TO BID FORM**

Barrow's Landscaping, Inc.

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Indemnity Company of California (hereafter called "Surety"), are hereby held and firmly bound unto the Marysville Joint Unified School District (hereafter called "District") in the sum of Ten Percent of Amount Bid (\$ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 19th day of May, 2017.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of

Lindhurst High School Football Field Renovation

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Barrow's Landscaping, Inc.

By: Eugene Barrow  
Principal's Signature

Eugene Barrow  
Typed or Printed Name

VP  
Principal's Title

(Corporate Seal)

Indemnity Company of California

By: Shauna Lucero  
Surety's Signature

Shauna Lucero  
Typed or Printed Name

Attorney-in-Fact  
Title

(Corporate Seal)

Indemnity Company of California  
Surety's Name

17771 Cowan, Suite 100, Irvine, CA 92614  
Surety's Address

Surety's Phone Number

(Attached Attorney in Fact Certificate)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Fresno

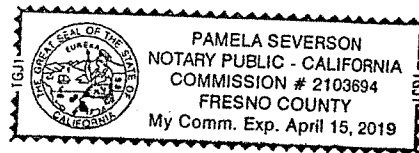
On 19<sup>th</sup> May 2017 before me, Pamela Severson, Notary Public  
(insert name and title of the officer)

personally appeared Shauna Lucero  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Severson (Seal)



RE. Barnard's Landscaping

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: \*\*\*Shauna Lucero\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

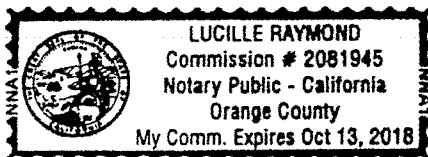
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of May, 2017.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

ATS-1002 (02/17)





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 June 27, 2017 (Insert Board meeting date or ratification date), by and between Kiz Construction, 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:

Twenty Seven thousand                      hundred                      and 00 /100 Dollars (\$ 27,000.00 )

(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: C5 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June 28, 2017 (insert date after Board approval date or ratification date) with work to be completed within One Two (120) consecutive days and/or by September 28, 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	O.F.	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	O.F.	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	O.F.	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (if \$25,000 or greater) – Performance Bond
O.F.	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

### TYPE OF BUSINESS ENTITY

☐ Individual  
☒ Sole Proprietorship  
☐ Partnership  
☐ Corporation  
☐ Other

### TAX IDENTIFICATION

26-3990054  
 Employer Identification Number

License No: 775091 98 4663 Classification: C5 Expiration Date: 3/31/2019

(District Use Only: License verified by Julie Brown Date: 6/6/2017)  
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Kiz Construction, Inc

Contractor Address: \_\_\_\_\_  
5520 Tashi Bell Lane  
Carmichael, CA 95608

Phone: (916) 715-7771

Email: paulkiz@comcast.net

Print Name: Paul Kiz

Title: Owner

Authorized Signature: *Paul Kiz*

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):

Tim Kolesnik  
Edward Kiz  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: 06-12-17

Kiz Construction, Inc (Company)

 (Authorized Signature)

Paul Kiz (Print Name)

Owner (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

#### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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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, 2016. 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

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 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**

**ATTACHMENT C**

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

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his[her] employees.

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

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

Signature, Contractor's Authorized Representative

Paul Kiz

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

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 of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
DATED June 28, 2017  
(insert date after Board approval date or ratification date)  
consisting of Article 1 through Article 21



**Marysville Joint Unified School District**

**ATTACHMENT D**

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

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

PROJECT NAME OR CONTRACT NO.: District Office Window Project between the Marysville Joint Unified School District ("District" or "Owner") and Kiz Construction 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: Paul Kiz

Title: Owner

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

**ATTACHMENT D Continued on Next Page**



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

☒

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

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

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

\_\_\_\_ Other, describe:

DISTRICT

Signature: \_\_\_\_\_

Title: Lead Supervisor M&O

Date: 10-13-17

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: District Office Window Project  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Kiz Construction 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: 06-12-17  
Proper Name of Contractor: Kiz Construction Inc  
Signature: Paul Kiz  
Print Name: Paul Kiz  
Title: Owner

(Remainder of page left blank intentionally)

Attachment J

OK  
PK

**Kiz Construction Inc**

**PROPOSAL**

5520 Tashi Bell Lane  
Carmichael, CA 95608  
License# 984663 DIR# 1000047901  
Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#
05/03/2017	201729

Name/Address: <u>MJUSD</u> <u>1919 B Street</u> <u>Marysville, CA 95901</u>
--

Project	Terms	Salesperson
MHS Windows		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
1	Furnish all labor and material to: Furnish and install 4 new windows and install 2 owner provided windows. Remove existing trim on 41 windows and install new trim using Kelleher Advantage Plus Treated 2x fascia and trim material. Patch any dry rot at the window sill using Abatron dry rot repair product. Prime and paint all new material to match existing colors. To include a boom lift and bonds.	\$ 27,000.00	\$ 27,000.00

**TOTAL:\$ 27,000.00**

**Acceptance of Proposal:**



**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 June 27, 2017 (Insert Board meeting date or ratification date), by and between Warren Asbestos hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

Nine thousand Eight hundred Fifty and 00/100 Dollars (\$ 9,850.00 )

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C22 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About Us/Library/Licensing Classifications/](http://www.cslb.ca.gov/About%20Us/Library/Licensing%20Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June 28 2017 (insert date after Board approval date or ratification date) with work to be completed within Ninety (90) consecutive days and/or by September 28 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		o.f.	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form		o.f.	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	X		ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X		ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate			ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification			ATTACHMENT L (If \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR			Purchase Order No. _____

### TYPE OF BUSINESS ENTITY

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

### TAX IDENTIFICATION

68-0319062  
 Employer Identification Number

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

(District Use Only: License verified by Julie Brown Date: 5/25/2017)  
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Warren Asbestos

Contractor Address: \_\_\_\_\_  
 PO Box 310  
 Bangor, CA 95914

Phone: (530) 679-1100

Email: kevin@warrenasbestos.com

Print Name: Kevin Nichols

Title: President

Authorized Signature: \_\_\_\_\_

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):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: 6-12-17  
Kevin Nichols  
Kevin Nichols  
President

Warren Asbestos (Company)  
\_\_\_\_\_  
(Authorized Signature)  
(Print Name)  
(Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit 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-third of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
DATED June 28, 2017  
(insert date after Board approval date or ratification date)  
consisting of Article 1 through Article 21



**Marysville Joint Unified School District**

**ATTACHMENT C**

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

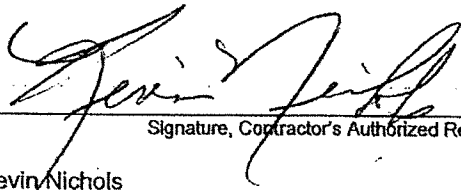
Labor Code section 3700 in relevant part provides:

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

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

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

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

  
\_\_\_\_\_  
Signature, Contractor's Authorized Representative  
Kevin Nichols  
\_\_\_\_\_  
Name of Contractor's Authorized Representative, (Printed or Typed)

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

**(Remainder of page left blank intentionally)**



**Marysville Joint Unified School District**

**ATTACHMENT D**

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

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

PROJECT NAME OR CONTRACT NO.: District Office Windows between the Marysville Joint Unified School District ("District" or "Owner") and Warren Asbestos ("Contractor" or "Bidder").

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

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

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

☐ The Contractor has complied with the fingerprinting requirements of Education Code Section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees have been convicted of a felony as defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

Name: [Signature]

Title: President

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

**ATTACHMENT D Continued on Next Page**



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

☒

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

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

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

Other, describe:

DISTRICT

Signature:

Title: Lead Supervisor M&O

Date:

6-14-17

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

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

(Remainder of page left blank intentionally)



**Marysville Joint Unified School District**

**ATTACHMENT E**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: District Office Windows  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Warren Asbestos (the "Contractor" or the "Bidder").

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

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

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Kevin Nichols

President

(Remainder of page left blank intentionally)

State of California

## Department of Industrial Relations

Attachment F

Labor Law

Cal/OSHA - Safety &amp; Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works Public Works Contractor (PWC) Registration

## Public Works Contractor (PWC) Registration

This is a listing of current and active PWC registrations pursuant to the Public Works Contractor Registration Act.

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

Registration Year: PWC Registration Number: Contractor Legal Name: License Number: County: 

## 1000000234 Contractor Details

## Contractor Information

## Legal Entity Information

## Workers' Compensation

## Legal Name

WARREN ASBESTOS ABATEMENT CONTRACTORS, INC

## Legal Entity Type

CORPORATION

## Trade Name

ASBESTOS ABATEMENT AND SOFT DEMO

## License Number(s)

CSLB :674559

## Mailing Address

P.O. BOX 310

BANGOR, CA 95914

## Physical Address

2218 VEATCH ST

OROVILLE, CA 95965

## Email Address

KEVIN@WARRENASBESTOS.COM

## Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
<a href="#">View</a>	WARREN ASBESTOS ABATEMENT CONTRACTORS, INC	1000000234	BUTTE	BANGOR	06/15/2016	06/30/2017

v2.20160101

## About DIR

Who we are

DIR Divisions, Boards &amp; Commissions

Contact DIR

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Jobs at DIR

Licensing, registrations, certifications &amp; permits

Required Notifications

Public Records Requests

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## CERTIFICATE OF LIABILITY INSURANCE

3/31/2017

THIS CERTIFICATE ISSUED AS A MATTER OF COURTESY AND DOES NOT CONSTITUTE AN OFFER OF INSURANCE. THE CERTIFICATE DOES NOT REPRESENT THE INSURANCE POLICY. THE POLICY IS THE ONLY SOURCE OF THE TERMS, COVERAGES, EXCLUSIONS, CONDITIONS, ENDORSEMENTS, AND OTHER PROVISIONS OF THE POLICY. THE CERTIFICATE IS NOT A CONTRACT. THE CONTRACT IS THE POLICY. THE CERTIFICATE IS NOT A CONTRACT. THE CONTRACT IS THE POLICY.

IMPORTANT: If the insured is a business, the insured must be licensed in the state of California. The insured must be licensed in the state of California. The insured must be licensed in the state of California.

## PRODUCER

ISU INS SERV - BC ENV PROTECTION  
1037 Suncoast Ln Ste 103  
El Dorado Hills, CA 95762

## INSURED

WARREN ARRESTOR ABATEMENT CONTRACTORS  
INC.  
P.O. BOX 310  
BANGOR, CA 95914

## COVERAGES

## GENERAL LIABILITY

THIS IS TO CERTIFY THAT THE POLICY OF GENERAL LIABILITY INSURANCE IS IN FULL FORCE AND EFFECT. THE POLICY IS THE ONLY SOURCE OF THE TERMS, COVERAGES, EXCLUSIONS, CONDITIONS, ENDORSEMENTS, AND OTHER PROVISIONS OF THE POLICY. THE CERTIFICATE IS NOT A CONTRACT. THE CONTRACT IS THE POLICY.

COV	TYPE OF COVERAGE	COV NO	START DATE	END DATE	AMOUNT	COV NO	START DATE	END DATE	AMOUNT
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> PRODUCT LIABILITY <input checked="" type="checkbox"/> COMB. POLLUTION	028204310 001	12/01/16	12/31/17	\$1,000,000				
	GOVT. EMPLOYMENT APPLIES FOR: <input checked="" type="checkbox"/> AERIAL <input type="checkbox"/> FISH <input type="checkbox"/> FISH <input type="checkbox"/> OTHER								
	AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> AUTO <input type="checkbox"/> AUTO								
A	<input checked="" type="checkbox"/> UMBRELLA LOW <input type="checkbox"/> UMBRELLA HIGH <input type="checkbox"/> UMBRELLA	028204394 001	12/01/16	12/31/17	\$1,000,000				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY OF EMPLOYERS EMPLOYERS EMPLOYERS								

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

## CERTIFICATE HOLDER

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
ATTN: JULIE BROWN  
1919 B ST.  
MARYSVILLE, CA 95901

© 1999 ACORD CORPORATION. ALL RIGHTS RESERVED.

ACORD 28 (2014/01)

THE ACORD NAME AND LOGO ARE REGISTERED TRADEMARKS OF ACORD.

Attachment I

CERTHOLDER COPY

NF



P.O. BOX 8192, PLEASANTON, CA 94588

RECEIVED

FEB 02 2017

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-31-2017

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

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

JOB: DISTRICT OFFICE  
1919 B STREET  
MARYSVILLE  
CA 95901

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

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

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

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

Authorized Representative

President and CEO

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

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

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

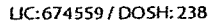
ENDORSEMENT #2001 ASBESTOS CERTIFICATION EFFECTIVE 01-19-1990 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

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

PRINTED : 02-01-2017

MO408



18  
all

244



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 674559

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

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

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

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

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

Data current as of 5/25/2017 10:21:40 AM

### Business Information

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

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

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

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

### Certifications

ASB - ASBESTOS (Check DOSH Asbestos Registration)

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6005250

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

#### Bond of Qualifying Individual

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

Effective Date: 11/18/2015

BQI's Bond History

### Workers' Compensation

245

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

Policy Number: 1174049

Effective Date: 01/01/1995

Expire Date: 01/01/2018

Workers' Compensation History

Miscellaneous Information

11/18/2015 - DOSH REGISTRATION VERIFIED FOR C22

11/18/2015 - DOSH REGISTRATION VERIFIED FOR C22

Other

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



**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 June 27, 2017 (Insert Board meeting date or ratification date), by and between Direct Digital Controls, 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:

Forty Four thousand Eight hundred Fifteen and 00 /100 Dollars (\$ 44,815.00 )

**(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: C10 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence **upon Board approval** as of June 28, 2017. (insert date after Board approval date or ratification date) with work to be completed within (187) consecutive days and/or by December 31, 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 G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	X	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	X	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate	X	ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification	X	ATTACHMENT L (If \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

### TYPE OF BUSINESS ENTITY

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

### TAX IDENTIFICATION

68-0346870  
 Employer Identification Number

License No: 702114 Classification: C-10 Expiration Date: JAN 31<sup>ST</sup> 2019

(District Use Only: License verified by Julie Brown Date: 6/6/2017)  
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Direct Digital Controls, Inc

Contractor Address: \_\_\_\_\_  
3233 Luyung Drive  
Rancho Cordova, CA 95742

Phone: (916) 851-1600

Email: rick@directdigitalcontrols.com

Print Name: Brian James

Title: PRESIDENT

Authorized Signature: \_\_\_\_\_

District Acceptance: \_\_\_\_\_  
 Ryan DiGiulio, Assistant Superintendent of Business Services

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



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**

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

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

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

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

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

Name(s) of employee(s):

---

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---

---

Name(s) of employee(s):

---

---

---

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---

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

Dated:

6/9/17

Direct Digital Controls, Inc (Company)

(Authorized Signature)

*Greg James*

(Print Name)

GREG JAMES

PRESIDENT (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

#### TERMS AND CONDITIONS

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

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

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1773.8.

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 contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 19. CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (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



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

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

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

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

Within fifteen (15) days of receipt 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 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 June 28, 2017  
(Insert date after Board approval date or ratification date)  
consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

A handwritten signature in cursive script that reads "Kirsten Russell".

Signature, Contractor's Authorized Representative

The name "KIRSTEN Russell" printed in a serif font, with "KIRSTEN" in all caps and "Russell" in title case.

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 Bldgs AG&D Controls \_\_\_\_\_ between the Marysville Joint Unified School District ("District" or "Owner") and Direct Digital Controls, 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: Kirsten Russell

Title: Office Manager

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

☒

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

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

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

☐ Other, describe:

DISTRICT

Signature: \_\_\_\_\_

Title: Lead Supervisor M&O

Date: 6-14-17

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 Bldgs AG&D Controls  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Direct Digital Controls, 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: 6/7/17  
Proper Name of Contractor: Direct Digital Controls, Inc  
Signature: Kirsten Russell  
Print Name: KIRSTEN RUSSELL  
Title: OFFICE MANAGER

(Remainder of page left blank intentionally)

State of California

## Department of Industrial Relations

Attachment F

Labor Law

Cal/OSHA - Safety &amp; Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works Contractor (PWC) Registration		1000010730 Contractor Details	
Public Works Contractor (PWC) Registration		Contractor Information	Legal Entity Information
<p>This is a listing of current and active PWC registrations pursuant to the Public Works Contractor Registration Act.</p> <p>Enter at least one search criteria to display active registered public works contractors.</p> <p>Registration Year: <input type="text" value="Current Fiscal Year: 2016"/></p> <p>PWC Registration Number: <input type="text" value="example: 1234567890"/></p> <p>Contractor Legal Name: <input type="text" value="example: ABC COMPANY"/></p> <p>License Number: <input type="text" value="702114"/></p> <p>County: <input type="text" value="Select County"/></p> <p><input type="button" value="Search"/></p>		<p><b>Legal Name</b></p> <p>DIRECT DIGITAL CONTROLS, INC.</p>	<p><b>Legal Entity Type</b></p> <p>CORPORATION</p>
		<p><b>Trade Name</b></p>	
		<p><b>License Number(s)</b></p> <p>CSLB :702114</p>	
		<p><b>Mailing Address</b></p> <p>3233 LUYUNG DRIVE RANCHO CORDOVA, CA 95742</p>	
		<p><b>Physical Address</b></p> <p>3233 LUYUNG DRIVE RANCHO CORDOVA, CA 95742</p>	
		<p><b>Email Address</b></p> <p>KIRSTEN@DIRECTDIGITALCONTROLS.COM</p>	

## Search Results

One registered contractor found. 1

Details	Legal Name	Regis Numb
View	DIRECT DIGITAL CONTROLS, INC.	1000010730

SACRAMENTO	RANCHO CORDOVA	07/08/2016	06/30/2017
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v2.20160101

## About DIR

Who we are

DIR Divisions, Boards &amp; Commissions

Contact DIR

## Work with Us

Jobs at DIR

Licensing, registrations, certifications &amp; permits

Required Notifications

Public Records Requests

## Learn More

Acceso al idioma

Frequently Asked Questions

Site Map





Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR <u>20</u>		<b>Withholding Exemption Certificate</b>		CALIFORNIA FORM <b>590</b>	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name <u>Direct Digital Controls, Inc.</u>			Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SSS no. <u>68-0346870</u> <input checked="" type="checkbox"/> FEIN		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <u>3233 Leung Dr.</u>			APT no. Private Mailbox no. Vendor/Payee's daytime telephone no. <u>(916) 851-1600</u>		
City <u>Rancho Cordova</u> State <u>CA</u> ZIP Code <u>95742</u>					

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

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See Instructions for Form 590, General Information D, for the definition of a resident.

☒ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See Instructions for Form 590, General Information E, for the definition of permanent place of business.

☐ **Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

☐ **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

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

**CERTIFICATE:** Please complete and sign below.

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

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

KIRSTEN RUSSELL OFFICE MANAGER

Vendor/Payee's signature

Kirsten Russell

Date

6/7/17



# Marysville Joint Unified School District

## ATTACHMENT H

### W-9 FORM

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

### Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>DIRECT DIGITAL CONTROLS, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) <b>3233 Leving Dr.</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Rancho Conejo CA 95742</b>	
	7 List account number(s) here (optional)	

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

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

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

Social security number								
				-				
OR								
Employer identification number								

#### 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 ▶ <b>Kirsten Russell</b>	Date ▶ <b>4/7/12</b>
-----------	---	----------------------

#### General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irb9](http://www.irs.gov/irb9).

#### 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
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.



# Attachment I

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2017

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

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

<b>PRODUCER</b> InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188	<b>CONTACT NAME:</b> Meredyth Rosenberg <b>PHONE (A/C, No, Ext):</b> 916-609-8356 <b>FAX (A/C, No):</b> 916-979-7956 <b>E-MAIL ADDRESS:</b> mrosenberg@iwins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Direct Digital Controls, Inc. 3233 Luyung Drive Rancho Cordova CA 95742	<b>INSURER A:</b> Travelers Prop Cas Co of Amer <b>INSURER B:</b> Travelers Indemnity Co of CT <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>DIREC04</b>	<b>NAIC #</b> 25674 25682

### COVERAGES

**CERTIFICATE NUMBER:** 1735541375

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 PD Deduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CO4F190443TCT-17	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA4F190443CNS-17	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-0J420144-TIL-17	1/1/2017	1/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4TJUB4F190443-17	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

General Liability additional insured status applies if required by written contract, per attached form. General Liability waiver of subrogation applies if required by written contract, per attached form.  
 Re: Lindhurst H.S. Buildings A, G & D Control System Replacement.  
 Marysville Joint Unified School District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, If applicable, individually and collectively

### CERTIFICATE HOLDER

### CANCELLATION

Marysville Joint Unified School District 1919 B Street Marysville CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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Attachment J  
OK  
TB

**JOHNSON**  
**CONTROLS**  
**AUTHORIZED**  
**BUS**  
**BUILDING**  
**CONTROLS**  
**SPECIALIST**

**Direct Digital Controls, Inc.**  
3233 Luyang Drive  
Rancho Cordova, CA 95742  
Phone: (916) 851-1600  
FAX: (916) 851-1601  
CA Contractors License #702114

**To: Travis Barnett**

**From: Rick Zilkie** **Phone: (916) 851-1600** **Ext.: 1109**  
**Direct Digital Controls, Inc.** **Fax: (916) 851-1601**

**Date: June 13th, 2017**

## **Lindhurst H.S. Buildings A, G and D Control System Replacement**

Based on the site walk, we are pleased to provide a quote to replace the existing obsolete Siemens Controls with new Johnson Web Based BACnet Controls.

### Scope of Work Summary

Provide a new FX Web Based Master Controller with BACnet bus. This is the same Web Based Control System we have installed in Increments 1 and 2. All existing Siemens sensor wiring and control panels will be reused for this project. All Siemens sensors will be reused. The cost to replace failed sensors or valves will be quoted as a separate repair item, if needed.

1. DDC will reuse the existing control wiring that runs to all AC units.
2. DDC will install new PCG 2621 Controllers c/w digital display for all existing HVAC Systems currently controlled by the Siemens System in buildings A, G, and D.
3. DDC will install the new PCG Controllers in the existing Siemens Control Panels.
4. DDC will reuse the existing valves, sensors and control relays.
5. DDC will reuse the existing 120 VAC power to the existing Siemens Control Panels.
6. DDC will reuse the existing control relays that are wired into the Siemens System.
7. DDC will reuse the existing room sensors. No digital display will be provided.
8. DDC will reuse the supply air sensors on each AC Unit.
9. DDC will reuse the existing fan status current relay.
10. DDC will program New Master Controller Graphics for each HVAC System.
11. DDC will program New Master Controller Floor Plan Graphics for each unit.
12. DDC will program custom control software for each HVAC System.
13. DDC will program time schedules, alarms and trend logs.
14. DDC will provide new Engineered control drawings and as built drawings.
15. DDC will provide 12 month parts and labor warranty and 4 hours of on-site training.

### Work Schedule is based on:

- All installation will be completed during normal working hours 7:30am – 4:00pm.

### Excluded:

- New control wiring and control panels will NOT be provided. All existing wiring and control panels will be reused.
- Repair or replacement of existing temperature sensors and valves. Only new controls will be provided.
- Mechanical system repairs are not included for AC units and exhaust fans.
- Ethernet Cables will be run to each AC Unit Control Panel by the District.

Cost Summary

The total cost for all installation, programming, commissioning, graphics, training and Performance/Labor Material Payment Bond as per the District Standard will be:

\$44,815.00

This is based on the work being completed during Summer, Christmas or Spring Break, during normal working hours. All AC Units will have to be shut down during the new system installation.

Sincerely,  
Direct Digital Controls Inc.



Rick Zilkie  
Engineering Manager  
Direct Digital Controls Inc.



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 702114

**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 6/1/2017 2:49:59 PM

### Business Information

DIRECT DIGITAL CONTROLS INC  
3233 LUYUNG DRIVE  
RANCHO CORDOVA, CA 95742-6862  
Business Phone Number:(916) 851-1600

Entity Corporation  
Issue Date 01/31/1995  
Expire Date 01/31/2019

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

C10 - ELECTRICAL  
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.  
Bond Number: GCL1151281  
Bond Amount: \$15,000  
Effective Date: 01/01/2016  
Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual GREGORY DOUGLAS JAMES 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: 09/18/1995  
BQI's Bond History

### Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA  
Policy Number:CUP0J420144  
Effective Date: 01/01/2017  
Expire Date: 01/01/2018  
Workers' Compensation History



**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 June 27, 2017 (Insert Board meeting date or ratification date), by and between Dave Boberg Wood Floors 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:

Eight thousand Seven hundred Thirty and 00 /100 Dollars (\$ 8,730.00 )

(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: C15 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June, 28, 2017. (insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by August, 28, 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	on	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	on	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	on	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	x	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (if \$25,000 or greater) – Labor and Material Payment Bond
XX	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (if \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

### TYPE OF BUSINESS ENTITY

☒ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Corporation  
☐ Other

### TAX IDENTIFICATION

26-2920785  
Employer Identification Number

License No: 830023 Classification: C15 Expiration Date: 12/31/2017

(District Use Only: License verified by Julie Brown Date: 5/23/2017  
Fill at time of preparation – DISTRICT STAFF ONLY)

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

Contractor Name: Dave Boberg Wppd Floors

Contractor Address: \_\_\_\_\_  
PO Box 2127  
Rocklin, CA 95677-2127

Phone: (916) 390-2795

Email: bobergdave@gmail.com

Print Name: Dave Boberg

Title: owner

Authorized Signature: [Signature]

District Acceptance: \_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of Business Services

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



## Marysville Joint Unified School District

### ATTACHMENT A

### CONTRACTOR CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Dave Baberg  
Hunter Baberg  
Jeremy Weeks

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:

6/13/17

Dave Baberg Wood Floor (Company)

[Signature]

(Authorized Signature)

Dave Baberg

(Print Name)

owner

(Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS**  
**DATED** June 28, 2017  
**(insert date after Board approval date or ratification date)**  
**consisting of Article 1 through Article 21**



**Marysville Joint Unified School District**

**ATTACHMENT C**


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

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his[her] employees.

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

  
Signature, Contractor's Authorized Representative

Dave Baborg  
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.: Recoat LHS and MHS Gym Floors between the Marysville Joint Unified School District ("District" or "Owner") and Dave Boberg Wood Floors ("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: Dave Boberg

Title: owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

☒

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

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

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

\_\_\_\_ Other, describe:

DISTRICT

Signature: \_\_\_\_\_

Title: Lead Supervisor M&O

Date: 6-14-17

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.: Recoat LHS and MHS Gym Floors  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Dave Boberg Wood Floors (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:

6/14/17

Proper Name of Contractor: Dave Boberg Wood Floors

Signature:

[Handwritten Signature]

Print Name:

Dave Boberg

Title:

Owner

(Remainder of page left blank intentionally)

State of California

## Department of Industrial Relations

Attachment F

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

## Public Works Contractor (PWC) Registrations

This is a listing of current and active PWC registrations pursuant to the Public Works Contractors Act.

Enter at least one search criteria to display active registered contractors.

Registration Year:

Current Fiscal Year: 2017

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

example: ABC COMPANY

License Number:

830023

County:

Select County

Search

## 1000021762 Contractor Details

## Contractor Information

## Legal Entity Information

## Workers' Compensation

## Legal Name

DAVE BOBERG

## Legal Entity Type

SOLE PROPRIETOR

## Trade Name

DAVE BOBERG WOOD FLOORS

## License Number(s)

CSLB :830023

## Mailing Address

PO BOX 2127

ROCKLIN, CA 95677

## Physical Address

5580 FOOTHILL RD.

ROCKLIN, CA 95677

## Email Address

BOBERGDAVE@GMAIL.COM

## Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
<a href="#">View</a>	DAVE BOBERG	1000021762	PLACER	ROCKLIN	07/14/2016	06/30/2017

v2.20160101

## About DIR

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

## Work with Us

[Jobs at DIR](#)[Licensing, registrations, certifications & permits](#)[Required Notifications](#)[Public Records Requests](#)

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Attachment I

DAVEB-1

OP ID: JE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2016

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

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

<b>PRODUCER</b> Gaines Insurance, Inc. 2260 Lava Ridge Court, #101 Roseville, CA 95661 Mary Jane Estep		<b>CONTACT NAME:</b> Gaines Insurance	
		<b>PHONE (A/C, No, Ext):</b> 916-773-8000	<b>FAX (A/C, No):</b> 916-773-8004
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Mercury Casualty Company	11908
		<b>INSURER B:</b> Security National Insurance	19879
		<b>INSURER C:</b> Financial Pacific Insurance Co	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
Dave Boberg Wood Floors  
Dave Boberg  
P O Box 2127  
Rocklin, CA 95677

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	88325071	08/06/2016	08/06/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA040000022563	06/18/2016	06/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 500
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	SWC1109463	06/15/2016	06/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**JOB:** MARYSVILLE HIGH SCHOOL

12 E. 18TH ST

MARYSVILLE, CA 95901

Certificate holder is included as additional insured as respects general liability form CG2010R1211 attached.

## CERTIFICATE HOLDER

## CANCELLATION

MARYSVILLE JOINT UNIFIED SCHOO  
DISTRICT  
1919 B STREET  
MARYSVILLE, CA 95901

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

AUTHORIZED REPRESENTATIVE

*Mary Jane Estep*

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

DAVID BOBERG

Business name/disregarded entity name, if different from above

DAVE BOBERG WOOD FLOORS

Check appropriate box for federal tax classification:

☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

P O BOX 2127

City, state, and ZIP code

ROCKLIN 95677-2127

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Employer identification number

26 - 2920785

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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 ▶

2/9/14

**General Instructions**

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

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

**Purpose of Form**

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

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

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.

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

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

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

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



# Marysville Joint Unified School District

## ATTACHMENT G

### WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR <u>2017</u>		<b>Withholding Exemption Certificate</b>		CALIFORNIA FORM <b>590</b>	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18862. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name <u>Dave Boberg word fixer's</u>			Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN <u>26-2920785</u>		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <u>P.O. 2127 5580 Fourth St. Rd</u>			APT. no. Private Mailbox no. Vendor/Payee's daytime telephone no. <u>916) 390-2745</u>		
City <u>Rocklin CA</u>			State <u>CA</u> ZIP Code <u>95677</u>		

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

☒ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

☐ **Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

☐ **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

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

**CERTIFICATE:** Please complete and sign below.

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

Vendor/Payee's name and title (type or print) Dave Boberg  
Vendor/Payee's signature [Signature] Date 6/14/17



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 830023

**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 5/23/2017 1:29:37 PM

### Business Information

DAVE BOBERG WOOD FLOORS  
P O BOX 2127  
ROCKLIN, CA 95677  
Business Phone Number:(916) 390-2795

Entity Sole Ownership  
Issue Date 12/30/2003  
Expire Date 12/31/2017

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

C15 - FLOORING AND FLOOR COVERING

### Bonding Information

#### Contractor's Bond

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

Bond Number: G60216306904

Bond Amount: \$15,000

Effective Date: 03/08/2016

Contractor's Bond History

### Workers' Compensation

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY

Policy Number:SWC1109463

Effective Date: 06/15/2016

Expire Date: 06/15/2017

Workers' Compensation History

# DAVE BOBERG WOOD FLOORS

License #830023  
P.O. Box 2127  
Rocklin, CA 95677-2127

New Floors Installed • Old Floors Made New  
3rd Generation Hardwood Floor Craftsman  
Residential and Commercial

Cell: (916) 390-2795  
~~Phone: (916) 405-0292~~  
bobergdave@gmail.com

"ALL WORKMANSHIP GUARANTEED"

INVOICE NO.

NAME: MARYSVILLE UNIFIED SCHOOL

DATE: 5/17/17

ADDRESS: 1919 B ST

TELEPHONE: \_\_\_\_\_

CITY: MARYSVILLE CA

EMAIL: \_\_\_\_\_

CONTRACTOR NAME: JO RECOAT GYMS

CONTRACTOR #: \_\_\_\_\_

## DESCRIPTION

## COST

Cost of materials & labor to refinish existing floor.

RECOAT GYM FLOORS MARYSVILLE HIGH 10,000 'SQ LINDHURST HIGH 9400 SQ  
TOTAL SQ FEET 19,400 WORK TO BE DONE -- JUNE 26 THROUGH 30

8,730.00

Cost of materials & labor to install new floor.

0

Description of materials to be used:

SCREEN, CLEAN AND LAY 2-- COATS WATERBASE GLOSS FINISH HILLYARDS  
GLOSS FINISH 1 COAT STAR THEN 1 COAT PRO 200 GYM FINISH DRY SCREEN  
WITH 150 SCREENS TO MAKE SURE ALL LOOSE PARTICELS AND DERIS ARE UP AND  
THEN FLOOR ARE AUTO SCRUB WITH SPP PADS THEN FLOORS ARE CLEANED  
AND COATED PRICE INCLUDES ALL LABOR AND MATERIAL TO COAT GYMS

0

Cost of materials & labor to repair existing floor.

0

Cost of removing waste from job site.

0

ALL INVOICES DUE & PAYABLE UPON COMPLETION OF JOB.

Terms and conditions of this contract have been accepted by:

X \_\_\_\_\_

Signature

5/17/17

Date

P A Y M E N T  S C H E D U L E	TOTAL	8,730.00
	DEPOSIT ON MATERIALS DELIVERED	
	85% OF JOB COMPLETION	0
	BALANCE	8,730.00



# 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 June 27, 2017 (Insert Board meeting date or ratification date), by and between Dave Boberg Wood Floors, 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:

Nine thousand One hundred Six and 20 /100 Dollars (\$ 9,106.20 )

(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: C15 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June 28, 2017 (insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by August 28, 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	on	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	on	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	on	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	x	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (if \$25,000 or greater) – Labor and Material Payment Bond
XX	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (if \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

### TYPE OF BUSINESS ENTITY

☒ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Corporation  
☐ Other

### TAX IDENTIFICATION

26-2920785  
Employer Identification Number

License No: 830023 Classification: C15 Expiration Date: 12/31/2017

(District Use Only: License verified by Julie Brown Date: 5/23/2017  
Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Dave Boberg Wppd Floors

Contractor Address: \_\_\_\_\_  
PO Box 2127  
Rocklin, CA 95677-2127

Phone: (916) 390-2795

Email: bobergdave@gmail.com

Print Name: Dave Boberg

Title: owner

Authorized Signature: [Signature]

District Acceptance: \_\_\_\_\_

Ryan DiGiulio, Assistant Superintendent of Business Services

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



# Marysville Joint Unified School District

## ATTACHMENT A

### CONTRACTOR CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Dave Boborg  
Hunter Boborg  
Jeremy Wickes

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: 6/13/17

Dave Boborg Wood Floor (Company)

[Signature] (Authorized Signature)

Dave Boborg (Print Name)

owner (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

#### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



## 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.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
DATED June 28, 2017  
(insert date after Board approval date or ratification date)  
consisting of Article 1 through Article 21**



Marysville Joint Unified School District

ATTACHMENT C

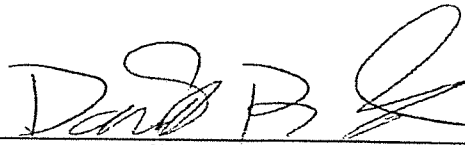
CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his[/her] employees.

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

  
Signature, Contractor's Authorized Representative

Dave Baborg  
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.: Recoat McKenney and Edgewater Gym Floors between the Marysville Joint Unified School District ("District" or "Owner") and Dave Boberg Wood Floors ("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: Dave Boberg

Title: Owner

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

**ATTACHMENT D Continued on Next Page**



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

X

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

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

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

Other, describe:

DISTRICT

Signature: \_\_\_\_\_

Title: Lead Supervisor M&O

Date: 6-14-17

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**

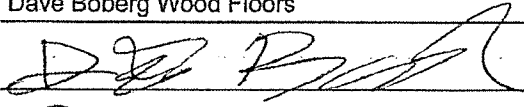
**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Recoat McKenney and Edgewater Gym Floors  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Dave Boberg Wood Floors (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: 6/13/17

Proper Name of Contractor: Dave Boberg Wood Floors

Signature: 

Print Name: Dave Boberg

Title: owner

(Remainder of page left blank intentionally)

State of California

## Department of Industrial Relations

Attachment F

Labor Law

Cal/OSHA - Safety &amp; Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works Public Works Contractor (PWC) Registrations

## Public Works Contractor (PWC) Registrations

This is a listing of current and active PWC registrations pursuant to the Public Works Contractor Registration Act.

Enter at least one search criteria to display active registered contractors.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

## 1000021762 Contractor Details

## Contractor Information

## Legal Entity Information

## Workers' Compensation

## Legal Name

DAVE BOBERG

## Legal Entity Type

SOLE PROPRIETOR

## Trade Name

DAVE BOBERG WOOD FLOORS

## License Number(s)

CSLB :830023

## Mailing Address

PO BOX 2127  
ROCKLIN, CA 95677

## Physical Address

5580 FOOTHILL RD.  
ROCKLIN, CA 95677

## Email Address

BOBERGDAVE@GMAIL.COM

## Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
<a href="#">View</a>	DAVE BOBERG	1000021762	PLACER	ROCKLIN	07/14/2016	06/30/2017

v2.20160101

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DIR Divisions, Boards &amp; Commissions

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Jobs at DIR

Licensing, registrations, certifications &amp; permits

Required Notifications

Public Records Requests

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Acceso al idioma

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From: DAVE BOBERG boberg.dave@gmail.com  
Subject: Re: W9  
Date: Apr 6, 2016, 9:08:43 PM  
To: Jill Hernandez jhernandez@durhamunified.org

<b>Form W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>																																							
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>DAVID BOBERG</b>																																								
	Business name/disregarded entity name, if different from above <b>DAVE BOBERG WOOD FLOORS</b>																																								
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____																																								
	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____																																								
	Address (number, street, and apt. or suite no.) <b>P O BOX 2127</b> City, state, and ZIP code <b>ROCKLIN 95677-2127</b> List account number(s) here (optional)																																								
Requester's name and address (optional)																																									
<b>Part I Taxpayer Identification Number (TIN)</b>																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																									
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9">Social security number</td></tr><tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>2</td><td>6</td><td>-</td><td>2</td><td>9</td><td>2</td><td>0</td><td>7</td><td>8</td><td>5</td></tr></table>			Social security number												-				-				Employer identification number									2	6	-	2	9	2	0	7	8	5
Social security number																																									
			-				-																																		
Employer identification number																																									
2	6	-	2	9	2	0	7	8	5																																
<b>Part II Certification</b>																																									
Under penalties of perjury, I certify that:																																									
1. 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																																									
2. 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																																									
3. I am a U.S. citizen or other U.S. person (defined below), and																																									
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																									
<b>Certification instructions.</b> 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.																																									
<b>Sign Here</b>	Signature of U.S. person 	Date ▶ <b>2/9/14</b>																																							
<b>General Instructions</b>																																									
Section references are to the Internal Revenue Code unless otherwise noted.																																									
<b>Future developments.</b> The IRS has created a page on <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> for information about Form W-9, at <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.																																									
<b>Purpose of Form</b>																																									
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.																																									
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:																																									
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.																																									
<b>Note.</b> If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.																																									
<b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are:																																									
• An individual who is a U.S. citizen or U.S. resident alien,																																									
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,																																									
• An estate (other than a foreign estate), or																																									
• A domestic trust (as defined in Regulations section 301.7701-7).																																									
<b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.																																									



Attachment I

# CERTIFICATE OF LIABILITY INSURANCE

DAVEB-1

OP ID: JE

DATE (MM/DD/YYYY)

11/01/2016

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

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

PRODUCER  
Gaines Insurance, Inc.  
2260 Lava Ridge Court, #101  
Roseville, CA 95661  
Mary Jane Estep

CONTACT NAME: Gaines Insurance

PHONE (A/C, No, Ext): 916-773-8000

FAX (A/C, No): 916-773-8004

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Mercury Casualty Company

11908

INSURER B: Security National Insurance

19879

INSURER C: Financial Pacific Insurance Co

INSURER D:

INSURER E:

INSURER F:

INSURED  
Dave Boberg Wood Floors  
Dave Boberg  
P O Box 2127  
Rocklin, CA 95677

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	88325071	08/06/2016	08/06/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA040000022563	06/18/2016	06/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 500
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	SWC1109463	06/15/2016	06/15/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

JOB: MARYSVILLE HIGH SCHOOL  
12 E. 18TH ST  
MARYSVILLE, CA 95901

Certificate holder is included as additional insured as respects general liability form CG2010R1211 attached.

## CERTIFICATE HOLDER

## CANCELLATION

MARYSVILLE JOINT UNIFIED SCHO  
DISTRICT  
1919 B STREET  
MARYSVILLE, CA 95901

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

AUTHORIZED REPRESENTATIVE

Mary Jane Estep

# Attachment F DAVE BOBERG WOOD FLOORS

*New Floors Installed • Old Floors Made New*

*3rd Generation Hardwood Floor Craftsman*

*Residential and Commercial*

License #830023

P.O. Box 2127

Rocklin, CA 95677-2127

Cell: (916) 390-2795

Phone: (916) 435-9292

bobergdave@gmail.com

**"ALL WORKMANSHIP GUARANTEED"**

INVOICE NO.

NAME: MARYSVILLE UNIFIED SCHOOL

DATE: 5/17/17

ADDRESS: 1919 B ST

TELEPHONE: \_\_\_\_\_

CITY: MARYSVILLE CA

EMAIL: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR #: \_\_\_\_\_

## DESCRIPTION

## COST

Cost of materials & labor to refinish existing floor.

RECOAT GYM FLOORS YUBA GARDENS 7200 SQ FEET MCKENNY 7200 SQ FEET  
EDGEWATER ELEM 5836 SQ FEET TOTAL SQ FEET 20,236 WORK TO BE DONE  
----JUNE 26 THROUGH 30 ----

9,106.20

Cost of materials & labor to install new floor.

0

Description of materials to be used:

SCREEN CLEAN AND RECOAT WITH 2 COATS WATERBASE GLOSS FINISH DRY  
SCREEN WITH 150 THEN AUTO SCRUB WITH SPP PADS THEN CLEAN FLOORS THEN  
LAY DOWN 2 COATS FINISH HILLYARDS FINISH TO BE USED 1 COAT STAR 1  
COAT PRO 200 ---PRICE INCLUDES LABOR AND MATERIAL TO COAT GYMS---

0

Cost of materials & labor to repair existing floor.

0

Cost of removing waste from job site.

0

ALL INVOICES DUE & PAYABLE UPON COMPLETION OF JOB.

Terms and conditions of this contract have been accepted by:

X \_\_\_\_\_ 5/17/17  
Signature Date

PAYMENT SCHEDULE

TOTAL

9,106.20

DEPOSIT ON  
MATERIALS  
DELIVERED

85% OF JOB  
COMPLETION

BALANCE

9,106.20



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 830023

**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 5/23/2017 1:29:37 PM

### Business Information

DAVE BOBERG WOOD FLOORS  
P O BOX 2127  
ROCKLIN, CA 95677  
Business Phone Number:(916) 390-2795

Entity Sole Ownership  
Issue Date 12/30/2003  
Expire Date 12/31/2017

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

C15 - FLOORING AND FLOOR COVERING

### Bonding Information

#### Contractor's Bond

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

**Bond Number:** G60216306904

**Bond Amount:** \$15,000

**Effective Date:** 03/08/2016

Contractor's Bond History

### Workers' Compensation

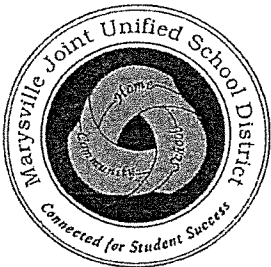
This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY

**Policy Number:** SWC1109463

**Effective Date:** 06/15/2016

**Expire Date:** 06/15/2017

Workers' Compensation History



## *Marysville Joint Unified School District*

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

### Amendment to Public Works Contract

Both parties agree that the term for Public Works contract dated October 25, 2016 shall be amended from the original amount of \$8,651.00 to the new amount of \$22,548.22. Additional areas were discovered that needed to be addressed during construction therefore the scope of work has expanded. Also, the "date to be completed by" will be changed from February 22, 2017 or weather permitting to August 10, 2017.

Contractor Name Big S Asphalt

Authorized Signature Diana Dreiluer

Date 6/13/17

District Acceptance \_\_\_\_\_

Ryan DiGiulio, Assistant Superintendent of Business Services

Business Services Department

Approval: RL

Date: 6/15/17



TB  
OK.

PAVING • GRADING • DEMOLITION  
SEAL COATING • STRIPING • CRACK FILLING  
CONCRETE • ADA COMPLIANCE UPGRADES

License# 547970 DIR #1000011638  
1210 Stabler Lane • Yuba City, CA 95993  
530.743.7325 Office 530.755.0255 Fax

Date:

Proposal # 2017-0051

**Submitted To:**

Ken Tarr  
Marysville Joint Unified School District  
1919 B St  
Marysville, CA 95901

**Contact Information:**

Phone: (530) 741-6000  
Mobile: (530) 635-4322  
E-mail: jbrown@mjUSD.com

**Work To Be Performed At:**

Foothills Intermediate School  
5351 Fruitland Rd  
Marysville, CA 95901

Site Contact:

Site Phone:

Site Email:

Prevailing Wage Rate

Qty	Proposed Service(s) & Description(s)	Depth
2,555 Sq. Ft.	<b>Change Order #1 - Patch Paving</b>  <b>Service Description</b> <i>School Yard Area: 75'x25'. Dig out sand and dirt. Furnish and install 3" of base rock. Moisture condition and compact base rock. pave with 1/2" Hot Mix Asphalt, 2" thick because vehicles will not drive over regularly. Roll to compact and ensure a smooth finish.</i>  <i>Walking Path to the Field: 34'x20'. Overlay the existing bad asphalt and extend the walking path 6' into the grass area. Furnish 3" base rock and pave 2" thick.</i>	\$13,897.33
18902 Sq. Ft.	<b>Crack Fill &amp; Seal Coat</b>  <b>Service Description</b> <i>Clean cracks by blowing with high pressurized air. Remove any dirt and vegetation from cracks. Fill cracks 1/4" to 1" with hot pour rubberized crack filler. Clean area to be sealed by air sweeping to remove loose dirt and debris. Apply 1 coat of sealer to designated area(s).</i>  <b>Stripe School Yard</b>  <b>Service Description</b> <i>Stripe school yard lines back as before seal coat.</i>	\$5,482.98  \$3,167.91

## CONDITIONS AND GENERAL INFORMATION

**PLEASE READ CAREFULLY BECAUSE THESE CONDITIONS ARE PART OF THE CONTRACT YOU WILL ACCEPT  
BY SIGNING THE FRONT PAGE**

- 1) This contract does not include permits, bonds, or any form of engineering (staking, testing, inspection, etc.) unless otherwise specified.
- 2) Buyer agrees to pay Big S Asphalt in full upon completion of the work specified on the front of this contract. (All accounts not paid in full within 30 days after completion shall incur interest of 1.5% per month from date of invoice, equal to 18% per annum until paid in full.)
- 3) In the event this contract should be referred to an attorney for collection and/or in the event that suit be commenced to collect any sums due hereunder, buyer agrees to pay collections cost including, but not limited to, legal fees, court costs, lien proceedings, and reimbursements for time invested in the collection process.
- 4) Work to be done in accordance with specifications and quantities identifies on the first page of this proposal/contract, any alteration or deviation from the specifications involving extra costs will be executed only upon written orders and will become an extra charge over the above estimate amount.
- 5) This contract does not include prevailing wage rates unless otherwise specified on the first page of this proposal/contract.
- 6) Parking lots are to be cleared of all vehicles by 7:00 am of the scheduled work day. Any vehicles not moved will be towed at the expense of the owner/or person Big S Asphalt is contracting with.
- 7) Asphalt surfaces are to be cleaned by air sweeping unless otherwise specified and/or requested it will not be the responsibility of Big S Asphalt to perform pressure washing and/or any means of cleaning outside of air sweeping.
- 8) ADA Compliance Upgrades- Big S Asphalt recommends that all ADA compliance upgrades be evaluated, scoped and approved by a qualified ADA Consultant or Engineer. Drawings, inspections, testing, and permits will be the responsibility of the client whom Big S Asphalt is contracting for. Big S Asphalt can provide services as listed above upon request for additional fees. By signing this contract you agree as the customer Big S Asphalt will not be responsible or held liable for final inspection on work completed as per the contract. You further agree that it is not the responsibility of Big S Asphalt to perform ADA Compliance Upgrades outside of the contract.
- 9) Cracks do not all look alike and are not caused by the same thing and cannot all be repaired in the same fashion. Big S Asphalt can only guarantee quality workmanship and material-but cannot guarantee that cracks will not occur or reoccur due to the factors as mentioned above. Big S Asphalt does to guarantee crack repair.
- 10) When seal coating oil spots and/or gasoline deposits there is no guarantee for adhesion due to saturation of the asphalt surface. Procedure used by Big S Asphalt (unless otherwise specified) 1. Air Sweep 2. Seal coat with asphalt sealer (Seal coat material cannot be guaranteed to stick to oil spots and/or gasoline deposits).
- 11) Big S Asphalt does not recommend seal coating new AC prior to 14 days of curing time. If new AC is to be sealed prior to 14 days of curing time at the owners request cracking and peeling of the seal coat may occur, and Big S Asphalt will not be held liable.
- 12) Any damage to newly paved or seal coated areas that have been properly barricaded will not be the liability of Big S Asphalt.
- 13) Big S Asphalt requires a 72 hour minimum cancellation notice on scheduled work to be performed, with the exception of inclement weather conditions. This 72 hour notice is necessary to allow Big S Asphalt a sufficient amount of time to schedule work in place of canceled work without losing production costs. In the event of a cancellation with less than sufficient notification Big S Asphalt may charge the customer 1/3 of the contract price and/or a minimum of \$1850.00
- 14) Any unusual conditions of sub grade encountered, such as buried slabs, underground piping, soft or unsuitable sub grade are reasons for written change orders.
- 15) Asphalt repairs- any area we excavate, properly base, and repave to our specifications will be guaranteed for one year. Abnormal use will void this guarantee where damage is caused.
- 16) Big S Asphalt will make every effort to preserve the surrounding and conditions in place on the job site, however, Big S Asphalt will not be held responsible for cracks or damage to sidewalks, driveways, curbs, patios, walls, bridges, black tire marks, water damage, lawns, landscapes, and overhead wires.
- 17) Big S Asphalt will not be liable for damage to any utilities encountered less than six inches below finished grade including but not limited to; underground pipes, conduits, fiber optic lines and/or wires of any kind.
- 18) Any structural section recommended by Big S Asphalt should be considered as a minimum only and not a warranty, expressed or implied, is given as to the suitability for the use intended. In areas of heavy traffic loads or where underlying soil conditions may be marginal, a soils engineer should be consulted. (The minimum standard paving section for car traffic is four inches suitable AB and two inches AC).
- 19) When the areas intended to be paved have a slope of less than 1.75%, Big S Asphalt will not be liable for "birdbaths" (places that hold water, lakes, puddles etc.) that may occur in or on new asphalt surfaces. Big S does not take responsibility for drainage on project that have not been engineered.
- 20) All drainage will be as existing on AC overlays and/or skin patches unless otherwise specified. Big S Asphalt does not assume responsibility where insufficient drainage conditions exist.
- 21) Big S excludes, Fees, Permits, Engineering, Construction Staking, Soils Reports, Over excavation, Re-compaction, Lime treatment, Fencing, Security, Landscaping, Irrigation, Fine grade for landscape, import of topsoil for landscape, and/or temporary sanitary facilities.
- 22) Big S Asphalt Co. does not assume responsibility for placing appointed tow company phone number(s) and/or address on ADA Tow Away signs (entrance sign). It is the responsibility of owner and/or general contractor

### NOTICE TO OWNER

#### (Section 7019 Contractors License Law)

Under the mechanic's lien law, any contractor, subcontractor, laborer, material man or other persons who helps to improve your property and is not paid for his or her labor, services, or material has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencement of such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

**Contractors are required by law to be licensed and regulated by the contractor's state license board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:**

### CONTRACTOR'S STATE LICENSE BOARD

P.O. Box 26000 • 9835 Goethe Road • Sacramento, CA 95826 1-800-321-2752

### NOTICE OF RIGHT TO CANCEL

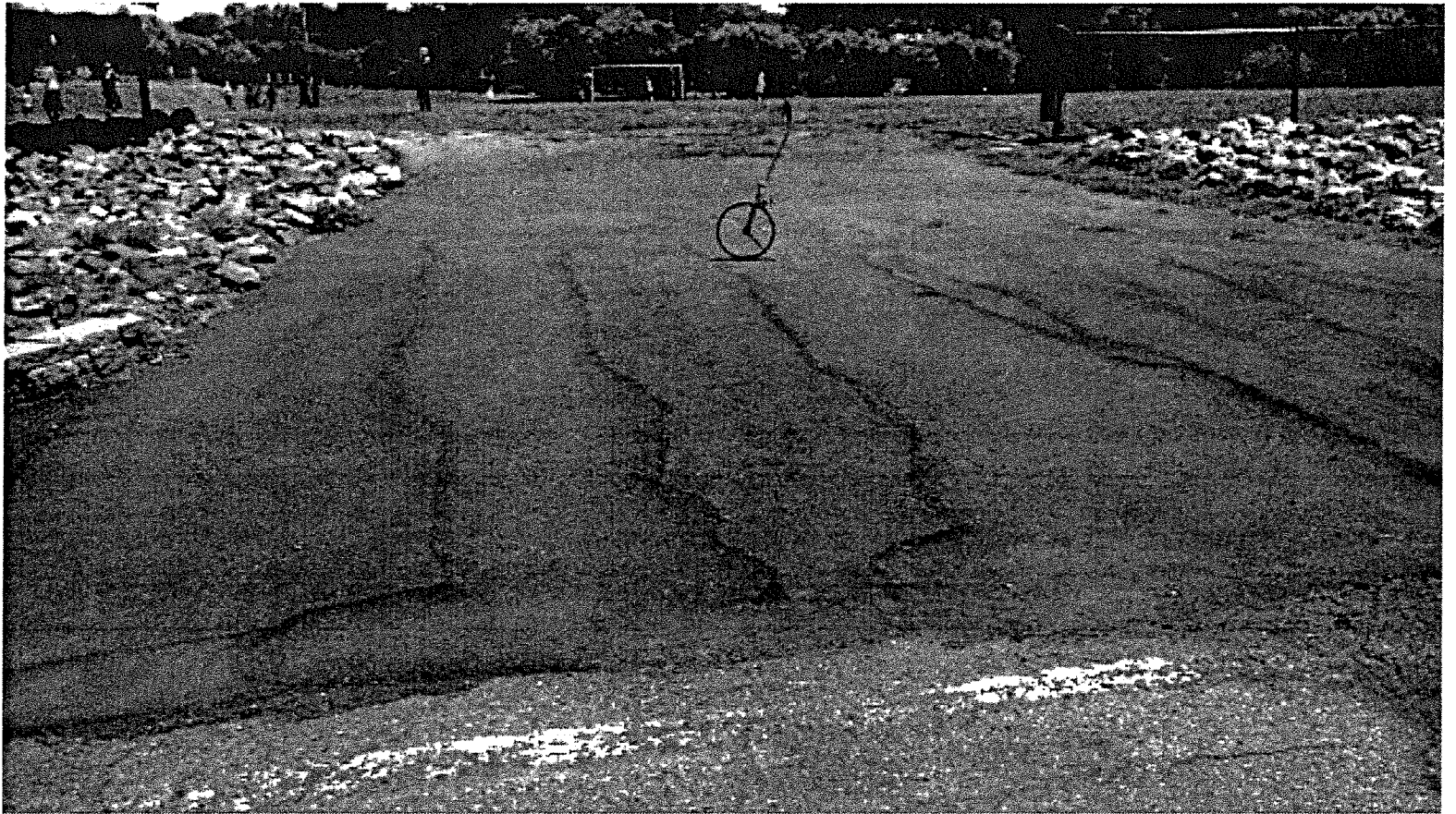
You may cancel this transaction, without any penalty or obligation, within three business days from the date on the front of this proposal/contract. If you cancel, any property traded in, any payments made by you under the contract sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the contractor regarding the return shipment of the goods at the contractor's expense and risk.

If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of the cancellation notice to:









10 Working Days Notice Is Required For Scheduling.

Project Total      \$22,548.22

Big S Asphalt reserves the right to withdraw this proposal if not accepted or scheduled within thirty (30) days

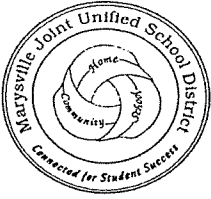
PAYMENT TERMS 0 Down, Balance Due upon completion and/or receipt of invoice

Estimator: Sela Greenhouse \_\_\_\_\_ Date: \_\_\_\_\_

ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please sign and return one copy upon acceptance to above address, fax # 530-755.0255 or email  
estimating@bigsasphalt.com



# Marysville Joint Unified School District

PURCHASE ORDER

NO: P17-01780

DATE 10/28/2016

Purchasing Department

1919 B Street

Marysville, CA 95901

(530) 749-6130 FAX (530) 742-2925

Accounts Payable: 530-749-6122 Warehouse: 530-749-6176

## SHIP TO:

Foothill Intermediate

5351 Fruitland Road

Marysville, CA 95901-0000

## IMPORTANT INSTRUCTIONS TO VENDOR

Receiving Hours: 7:00 AM -- 3:30 PM Monday thru Friday

1. Send itemized single invoice to Attn: Accounts Payable.
2. PACKING LIST with P.O. number to be enclosed with ALL shipments.
3. No SUBSTITUTIONS. Deviations in PRICE exceeding \$25 increase in total P.O. require prior approval.
4. Acceptance of this PO is subject to MJUSD PO Terms and Conditions posted at: [www.mjUSD.com/purchasing](http://www.mjUSD.com/purchasing)
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.

## ORDERED FROM:

## FAX:

Big S Asphalt Co.

1210 Stabler Ln

Yuba City, CA 95993

Vendor Telephone (530) 673-2947

ORDER LOCATION		VENDOR #		REQUISITIONER		REQUISITION #					
63 - Maintenance		362912/2		Julie Brown		R17-01684					
DATE REQUIRED		F.O.B. MARYSVILLE		TERMS OF PAYMENT NET		SHIP VIA		ROOM #		RPQ #	
ITEM	QTY	UNIT	DESCRIPTION				UNIT COST		EXTENSION		
1	1	EACH	Confirmation of E-mail on: <u>10/28/16 mo</u> Attn: Sela Greenhouse sela@bigsasphalt.com  MJUSD Board Approved Contract 10/25/2016 Resurface/seal coat playground including mobilization, blow cracks with high pressurized air to remove any dirt and debris, fill any 1/4"-1" cracks with hour pour rubberized crack filler, clean areas to be sealed by air sweeping to remove loose dirt and debris, seal 1 coat of sealer to approximately 18,902 square feet.				5,483.000		\$5,483.00		
2	1	EACH	Strip back all lines including basketball and volleyball courts in white paint.  Work to be completed at Foothill School per MJUSD Specifications and Board Approved Contract.  Note: A copy of liability insurance certificate and workers compensation certificate must be on file at Marysville Joint Unified School District prior to work beginning.  Vendor must hold a valid State of California contractor's license.  Contractor to pay Prevailing Wages as applicable.				3,168.000		\$3,168.00		
							Order Sub-Total		\$8,651.00		
							Sales Tax		.00		
							Shipping		.00		
							Adjustment		.00		
							Order Total		\$8,651.00		
<b>ACCOUNT DISTRIBUTION</b>							<b>AMOUNT</b>				
23- 9010- 0- 0000- 8500- 6170- 135- 8148									\$8,651.00		

COPY

308

Dept. or School

Page 1 of 1



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901  
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on October 25, 2016 (Insert Board meeting date or ratification date), by and between Big S Asphalt Company 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:

Eight thousand Six hundred Fifty One and No/100 Dollars (\$8,651.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: \_\_\_\_\_ (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of October 26, 2016 (insert date after Board approval date or ratification date) with work to be completed within One twenty (120) consecutive days and/or by 22, February, 2017. *weather permitting. Must be at least 70*
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
  - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



# Marysville Joint Unified School District

## NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, conceived, 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 herunto have subscribed to this Contract, including all Contract Documents as listed below:

<input checked="" type="checkbox"/> Noncollusion Affidavit	<input checked="" type="checkbox"/> ATTACHMENT F - Proof of Contractor Annual Registration with DIR
<input checked="" type="checkbox"/> ATTACHMENT A - Contractor Certification Form	<input checked="" type="checkbox"/> ATTACHMENT G - Withholding Exemption Certificate - CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT B - Terms and Conditions (5 pages)	<input checked="" type="checkbox"/> ATTACHMENT H - W9 Form
<input checked="" type="checkbox"/> ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/> ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate	<input checked="" type="checkbox"/> ATTACHMENT J - Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification	

Purchase Order No. \_\_\_\_\_

### TYPE OF BUSINESS ENTITY

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

### TAX IDENTIFICATION

68-0172164  
Employer Identification Number

License No: 547970

Classification: \_\_\_\_\_

Expiration Date: 11/30/2016

(District Use Only: License verified by \_\_\_\_\_

File at time of preparation - DISTRICT STAFF ONLY

Date: 10-5-16

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: Big S Asphalt Company

Contractor Address: 1210 Stabler Lane  
Yuba City, CA 95993

Phone: 530-743-7325

Email: sela@bigsasphalt.com

Print Name: Sela Greenhouse

Title: Office Manager

Authorized Signature: Sela Greenhouse

District Acceptance: Ra

Ryan DeGiulio, Assistant Superintendent of Business Services

Date: 10/25/16  
Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Cory Stum  
Cecilia Schleimer  
Rach Furr

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: 10/5/16

Beg S Asphalt (Company)

Aida Brechler (Authorized Signature)

Sela Greenhouse (Print Name)

Office Manager (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

#### TERMS AND CONDITIONS

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

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of its 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 worker.

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 1773.8.

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

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

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

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

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

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

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

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.4(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 §1778 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, 2015.

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 apprentices 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 prices



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

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

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeship 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 two 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 as 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.

"Apprenticeship craft or trade," as used in this section, means a craft or trade determined as an apprenticeship 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 apprenticeship craft or trade is replacing at least one-tenth 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 performance 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 apprenticeship 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 consulting 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 apprenticeship 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 1040), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and

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restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon the 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 1819), 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, benefits, 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 subcontracted, 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-Compl/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 release 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 action 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, libelally, judgments, awards, fines, penalties, 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 use 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 cause 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 under



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

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

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

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

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

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

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

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change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving changes 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 19240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply (Article 1.5).

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

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

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

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing of 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 cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section Revised 65-17-2016

1141.10) of title 2 of part 3 of the Code of Civil Procedure, 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 rates. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
DATED October 26, 2016 (insert  
date after Board approval (date of ratification date) consisting of  
Articles 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.

*Sela Greenhouse*

Signature, Contractor's Authorized Representative

Sela Greenhouse

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

(In accordance with article 5 (commencing at section 1890), 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.: Foothill School Playground between the  
Marysville Joint Unified School District ("District" or "Owner") and Big S Asphalt Company  
("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: Cory Stumpf  
Title: Foreman

☐ 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. Justification is as follows:

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

☐ Other, describe:

DISTRICT

Signature:

Title: CEAD Sup MDS

Date: 10.12.16

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Football School Playground  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Big S Asphalt Company (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: 10/5/16  
Proper Name of Contractor: Big S Asphalt Co  
Signature: Sela Greenhouse  
Print Name: Sela Greenhouse  
Title: Office Manager

(Remainder of page left blank intentionally)


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

Public Works

## Public Works Contractor (PWC) Registration Search

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

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: 

PWC Registration Number: 

Contractor Legal Name: 
[Contractor License Lookup](#)

License Number: 

County: 


## Search Results

One registered contractor found. 1

Details	Legal Name
<a href="#">View</a>	HILBERS INCORPORATED

## About DIR

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

[Conditions of Use](#)

## 1000011538 Contractor Details

## Contractor Information

## Legal Entity Information

## Workers' Compensation

## Legal Name

HILBERS INCORPORATED

## Legal Entity Type

CORPORATION

## Trade Name

GENERAL CONTRACTOR

## License Number(s)

CSLB :547970

## Mailing Address

1210 STABLER LANE  
YUBA CITY, CA 95993

## Physical Address

1210 STABLER LANE  
YUBA CITY, CA 95993

## Email Address

TAKERA@HILBERSINC.COM

[Copyright © 2016 California Department of Industrial Relations](#)

Big S

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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 20 <input type="checkbox"/>		<b>Withholding Exemption Certificate</b>		CALIFORNIA FORM <b>590</b>	
<p><small>This form can only be used to certify exemption from nonresident withholding under California RSTC Section 18812. This form cannot be used for exemption from nonresident withholding.</small></p>					
<p>File this form with your withholding agent. (Please type or print)</p>			<p>Withholding agent's name</p>		
<p>Vendor/Payee's name <b>Big S Asphalt Co</b></p>			<p>Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> EIN</p>		<p>Notes: Failure to furnish your identification number will make this certificate void.</p>
<p>Vendor/Payee's address (street and city) <b>1210 Stabler Ln</b></p>			<p>City <b>Yuba City</b></p>	<p>State <b>TX</b></p>	<p>ZIP Code <b>75993</b></p>
<p>Vendor/Payee's telephone number <b>(830) 743-7325</b></p>					

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

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

CERTIFICATE: Please complete and sign below.

Under penalty 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) Sela Greenhouse, Office Manager  
Vendor/Payee's signature Sela Greenhouse Date 10/5/16



# Marysville Joint Unified School District

## ATTACHMENT H

### W-9 FORM

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

### Request for Taxpayer Identification Number and Certification

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

1. Print or type your name as it appears on your tax return. Name is required on this line. Do not leave this line blank.  
**Hilbers Inc**

2. Business name (if registered entity name, if different from above)  
**Big S Asphalt Co**

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

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2).  
Exemption from FATCA reporting (code if any)  
Exemption from FATCA reporting (code if any)  
(See instructions on page 2 for details)

5. Address (street, street or apt. or unit no.)  
**1210 Stabler Ln**

6. City, state, and ZIP code  
**Yuba City CA 95993**

7. Get account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number


or

Employer identification number

6	8	-	0	1	7	2	1	6	4
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- This number shown on this form is my correct taxpayer identification number (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.

Caution: For individuals, you must check 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: **Theresa Preubner**

Date: **10/5/16**

### 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 released it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

### Purpose of Form

An individual or entity (Form W-9 requested) 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), 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-ORD (various types of income, prizes, awards, or gross proceeds)
- Form 1099-0 (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 filed-out form, you:

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



# CERTIFICATE OF LIABILITY INSURANCE

RE: Contract #16391 MUSD-Foothills School

DATE (MM/DD/YYYY)

10/5/2016

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

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

<b>PRODUCER</b> ABD Insurance & Financial Services Attn: Construction Department 3 Waters Park Drive, Building 3, Suite 100 San Mateo, CA 94403  www.theabdteam.com 0H55918		<b>CONTACT NAME:</b> Construction Certs <b>PHONE (A/C, No, Ext):</b> 650-488-8565 <b>FAX (A/C, No):</b> 650-488-8566 <b>E-MAIL ADDRESS:</b> ConstructionCertRequest@theabdteam.com	
<b>INSURED</b> Big S. Asphalt Co. 1210 Stabler Lane Yuba City CA 95993		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Old Republic General Insurance Corp <b>NAIC #</b> 24139 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 32259373

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form PD <input checked="" type="checkbox"/> Contractual Liab & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	A1CG10641500	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A1CA10641500	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	A1CW10641500	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Contract #16391, Foothills Intermediate School - Fruiland Road & Northridge Way in Loma Rica, CA.  
 Marysville Joint Unified School District, its board of trustees, officers, agents, employees, and volunteers are named additional insureds as respects to general and auto liability on a primary & non-contributory basis. Per project aggregate applies. Endorsements attached.

## CERTIFICATE HOLDER

## CANCELLATION

Marysville Joint Unified School District 1919 B Street Marysville, CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Scott Gaddy
---	--

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ACORD 25 (2016/03)

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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
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)  
Or Organization(s):

Location(s) of Covered Operations

As required by written contract:

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Big S. Asphalt Co.		
Policy Number A1CG10641500	Endorsement No.		
Policy Period 12/31/2015	to	Endorsement Effective Date:	
12/31/2016			
Producer's Name:			
Producer Number:			



AUTHORIZED REPRESENTATIVE

DATE

CG EN GN 0029 09 06

POLICY NUMBER: A1CA10641500

COMMERCIAL AUTO  
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured: Big S. Asphalt Co.

Endorsement Effective Date:

### SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Attachment J

Proposal/Contract

**Big S Asphalt Co.**

SEAL COATING-STRIPING-PAVING-CRACK FILLING

ADA COMPLIANCE UPGRADES

License# 547970 Fed I.D. #68-0172164

1210 Stabler Lane • Yuba City, CA 95993

530.743.7325 Office 530.682.3357 Cell.

Date 9/30/2016

No. 16391

Proposal Submitted To:

Marysville Joint Unified School District  
Attn: Ken Tarr  
530-635-4322  
[jbrown@mjusd.com](mailto:jbrown@mjusd.com)

Work To Be Performed At:

Foothills Intermediate School  
Fruitland Rd & Northridge Way  
Loma Rica, CA 95901

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Seal Coat

1. Mobilization
2. Blow cracks with high pressurized air to remove any dirt and debris.
3. Fill any 1/4"-1" cracks with hot pour rubberized crack filler.
4. Clean area to be sealed by air sweeping to remove loose dirt and debris.
5. Seal 1 coat of sealer to approx. 18,902 Sq. Ft.

**TOTAL: \$5,493.00**

Striping

1. Strip back all lines, including basketball and volleyball courts in white paint.

**TOTAL: \$3,168.00**

Note: Prevailing wage rates.

Estimate Summary Info

Estimate TOTAL: \$8,651.00

Estimator Sela Greenhouse

Authorized Signature Sela Greenhouse

Payment: Due upon completion and/or receipt of invoice.

10 Working Days Notice Is Required For Scheduling.

Big S Asphalt reserves the right to withdraw this proposal if not accepted or scheduled within thirty (30) days.

ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Please sign and return one copy upon acceptance to above address, fax# 530-755.0255 or email [cmcvey@bigasphalt.com](mailto:cmcvey@bigasphalt.com)

Signature: per contract

Date: 10/5/16

Need contract  
10/5/16



**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 June 27, 2017 (Insert Board meeting date or ratification date), by and between John Burger Heating and Air Conditioning, 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:

Forty Three thousand Five hundred — and 00 /100  
Dollars (\$ 43,500.00 )

(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/](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 June, 28, 2017. (Insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by August, 28, 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 G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	X	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	X	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate	X	ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification	X	ATTACHMENT L (if \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

### TYPE OF BUSINESS ENTITY

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

### TAX IDENTIFICATION

20-2016203  
 Employer Identification Number

License No: 876533 Classification: C20 Expiration Date: 4/30/2018

(District Use Only: License verified by Julie Brown Date: 6/9/2017)  
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: John Burger Heating and Air Conditioning Inc

Contractor Address: \_\_\_\_\_  
 PO Box 1056  
 Yuba City, CA 95991 93492

Phone: (530) 673-3137

Email: jennifer@johnburgerhvac.com

Print Name: JENNIFER BURGER

Title: CFO

Authorized Signature: [Signature]

District Acceptance: \_\_\_\_\_  
 Ryan DiGiulio, Assistant Superintendent of Business Services

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



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**

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

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

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

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

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

Name(s) of employee(s):

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Name(s) of employee(s):

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

Dated: 06-15-17

John Burger Heating and Air Conditioning (Company)

[Signature] (Authorized Signature)

JENNIFER BURGER (Print Name)

CFO (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

#### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
DATED June 28, 2017  
(Insert date after Board approval date or ratification date)  
consisting of Article 1 through Article 21



**Marysville Joint Unified School District**

**ATTACHMENT C**

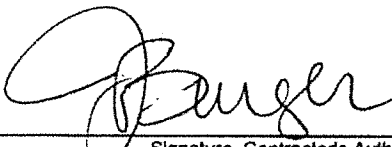
**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his[/her] employees.

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

  
\_\_\_\_\_  
Signature, Contractor's Authorized Representative  
**JENNIFER BURGER**  
\_\_\_\_\_  
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.: Marysville High School between the Marysville Joint Unified School District ("District" or "Owner") and John Burger Heating and Air Conditioning ("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: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT D Continued on Next Page**



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

☒

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

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

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

\_\_\_\_ Other, describe:

DISTRICT

Signature: \_\_\_\_\_

Title: Lead Supervisor M&O

Date: 6-15-17

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.: Marysville High School  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
John Burger Heating and Air Conditioning 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: 6-10-17

Proper Name of Contractor: John Burger Heating and Air Conditioning Inc

Signature: *[Handwritten Signature]*

Print Name: JENNIFER BURGER

Title: CEO

(Remainder of page left blank intentionally)

State of California

## Department of Industrial Relations

Attachment F

Labor Law

Cal/OSHA - Safety &amp; Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

## 1000024389 Contractor Details

## Contractor Information

## Legal Entity Information

## Workers' Compensation

Public Works Public Works Contractor (PWC) Registration

## Public Works Contractor (PWC) Reg

This is a listing of current and active PWC registrations pursuant to

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

Registration Year: PWC Registration Number: Contractor Legal Name: License Number: County: 

## Legal Name

JOHN BURGER HEATING &amp; AIR CONDITIONING, INC.

## Legal Entity Type

CORPORATION

## Trade Name

JOHN BURGER HEATING &amp; AIR CONDITIONING, INC.

## License Number(s)

CSLB :876533

## Mailing Address

P.O. BOX 1056

YUBA CITY, CA 95992

## Physical Address

710 COOPER AVENUE

YUBA CITY, CA 95991

## Email Address

INFO@JOHNBURGERHVAC.COM

## Search Results

One registered contractor found. 1

## Details Legal Name

View JOHN BURGER HEATING &amp; AIR CONDITIONING, INC.

Registration Number	County	City	Registration Date	Expiration Date
1000024389	SUTTER	YUBA CITY	07/02/2016	06/30/2017

v2.20160101

## About DIR

Who we are

DIR Divisions, Boards &amp; Commissions

Contact DIR

## Work with Us

Jobs at DIR

Licensing, registrations, certifications &amp; permits

Required Notifications

Public Records Requests

## Learn More

Access at home

Frequently Asked Questions

Site Map





Marysville Joint Unified School District

ATTACHMENT G

**WITHHOLDING EXEMPTION CERTIFICATE – CA FORM 590**

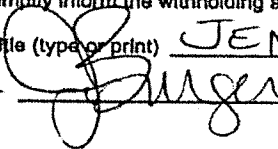
YEAR <b>2017</b>		<b>Withholding Exemption Certificate</b>		CALIFORNIA FORM <b>590</b>	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name <b>JOHN BURGER HEATING &amp; AIR CONDITIONING, INC.</b>			Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN <b>20-2016203</b>		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <b>P.O. BOX 1056</b>			APT no. Private Mailbox no. Vendor/Payee's daytime telephone no. <b>(530) 673-3137</b>		
City <b>YUBA CITY CA</b> State <b>95492</b>			ZIP Code		

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

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

**CERTIFICATE:** Please complete and sign below.

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

Vendor/Payee's name and title (type or print) **JENNIFER BURGER**  
Vendor/Payee's signature  Date **6-10-17**



# Marysville Joint Unified School District

## ATTACHMENT H

### W-9 FORM

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

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. <b>JOHN BURGER HEATING &amp; AIR CONDITIONING, INC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) <b>P.O. Box 1056</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>YUBA CITY, CA 95912</b>	
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ] or <b>Employer identification number</b> <b>20-2016203</b>
--	--

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> 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.	<b>Sign Here</b> Signature of U.S. person ▶ <i>[Signature]</i> Date ▶ <b>6-10-17</b>
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<b>General Instructions</b> 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 <a href="http://www.irs.gov/fw9">www.irs.gov/fw9</a> . <b>Purpose of Form</b> 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 <i>What is backup withholding?</i> 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 <i>What is FATCA reporting?</i> on page 2 for further information.
---

Attachment I



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
06/12/2017

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

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

<b>PRODUCER</b> Mark Ivanaga - State Farm Insurance 825 9th Street, Suite A Marysville, CA 95901 	<b>CONTACT NAME:</b> Samantha R Jones <b>PHONE (AG, Ho, Ext):</b> 530-743-0300 <b>FAX (AG, Ho):</b> 530-743-8726 <b>E-MAIL ADDRESS:</b> samantha.r.jones.1092@statefarm.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm General Insurance Company <b>INSURER B:</b> State Farm Mutual Automobile Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> John Burger Heating & Air Conditioning Inc. P.O. Box 1056 Yuba City CA 95992	<b>KAIC #</b> 25151 25178	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	90-CJ-T918-5	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		095 9787-E13-55 291 3704-A12-55 105 4548-E04-55	05/13/2017 07/12/2017 11/04/2017	11/13/2017 01/12/2018 05/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ W/C STATUS - TORY (LIMITS) OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/EMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

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

CERTIFICATE HOLDER IS ALSO LISTED AS ADDITIONAL INSURED

HVAC INSTALLATION AND REPAIR

## CERTIFICATE HOLDER

## CANCELLATION

Marysville Joint Unified School District, Members of the District's Board of Trustees, and the Officers, Agents, Employees and Volunteers of District, the State Allocation Board 1919 B Street Marysville CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Digitally signed by Samantha R Jones Date: 2017.06.12 14:23:15 -0700 Samantha R Jones
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ACORD 25 (2010/05)

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1001486 132849.5 10-22-2010

346

# Attachment I

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

Policy Number: 9149502

Effective Date: 01/01/2016

Expire Date: 01/01/2018

Workers' Compensation History

## Other

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



# Attachment I

## CERTIFICATE OF LIABILITY INSURANCE

BURGE-1

OP ID: AM

DATE (MM/DD/YYYY)

06/12/2017

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

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

<b>PRODUCER</b> River Valley / Stirnaman Insurance Agency Lic. 0459171 PO Box 1391 Marysville, CA 95901	<b>Phone:</b> 530-742-8234 <b>Fax:</b> 530-741-8681	<b>CONTACT NAME:</b> Amy Mauk <b>PHONE (A/C, No, Ext):</b> 530-742-3283 <b>FAX (A/C, No):</b> 530-741-8681 <b>E-MAIL ADDRESS:</b> amy@stirnaman.com
<b>INSURED</b> John Burger Heating & Air Conditioning P. O. Box 1056 Yuba City, CA 95992		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Comp Insurance Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			9149502-17	01/01/2017	01/01/2018	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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Attachment J

TB OK

**JOHN BURGER**  
Heating &  
Air Conditioning, Inc.

LIC. NO. 876533



"Keeping our customers comfortable year-round"

P.O. Box 1056

Yuba City, CA 95992

Phone (530) 673-3137 Fax (530) 673-3138

www.johnburgerhvac.com

Date: JUNE 8, 2017

To: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Project: MARYSVILLE HIGH SCHOOL, 12 E. 18<sup>TH</sup> STREET, MARYSVILLE

Proposal # 5519

**HVAC SCOPE OF WORK AND PROPOSAL**

**SCOPE OF WORK INCLUDES:**

Provide labor to install customer supplied equipment which includes (15) 5 ton Packaged Units with Economizers and (2) adapt-a-curbs and required thermostats. Materials we supply include; crane lifts, gas flexes and copper condensate drains. All labor to be paid at Prevailing Wage Rates.

**MATERIALS AND INSTALLATION:**

- Provide labor and materials for installation of customer supplied equipment
- Removal and disposal of existing equipment

**EXCLUSIONS:**

- All equipment and warranty on customer supplied equipment
- Overtime or job escalations.
- Low voltage wiring for building fire alarm, building smoke detection and smoke dampers
- Engineering, Title 24 and HERS certificates
- High voltage disconnects
- Third party air balance
- Energy Management

TOTAL.....\$ 38,100.00

PROP 39

INVOICE SEP

EXTRA – RUN THERMOSTAT WIRE, INSTALL THERMOSTATS AND TIMERS.....\$5,400.00

Submitted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_  
John Burger

Print Name \_\_\_\_\_

This proposal is valid for 30 days. After 30 days prices subject to change. Anything not specifically included is considered excluded.



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 876533

**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 6/9/2017 8:59:16 AM

### Business Information

JOHN BURGER HEATING & AIR CONDITIONING INC  
dba JOHN BURGER HEATING & AIR CONDITIONING INC

P O BOX 1056  
YUBA CITY, CA 95992  
Business Phone Number:(530) 673-3137

Entity Corporation  
Issue Date 04/20/2006  
Expire Date 04/30/2018

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING  
C43 - SHEET METAL

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

**Bond Number:** 273287

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

**Contractor's Bond History**

#### Bond of Qualifying Individual

The qualifying individual JOHN ALFRED BURGER JR 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:** 04/20/2006

This license filed Bond of Qualifying Individual number 100054637 for JOHN ALFRED BURGER III in the amount of \$12,500 with AMERICAN CONTRACTORS INDEMNITY COMPANY.

**Effective Date:** 09/18/2008

### Workers' Compensation

**SCHOOL INSPECTION AGREEMENT**  
**Between**  
**CSI: California School Inspections, LLC**  
**And**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

This SCHOOL INSPECTION AGREEMENT is entered into this 27<sup>th</sup> day of June, 2017 (the "Agreement") by and between **Marysville Joint Unified School District**, (hereinafter "District"), and **CSI: California School Inspections, LLC**, a California company (hereinafter "CSI"), each being a "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, CSI is specifically skilled, trained, experienced, and competent to render the Services (as defined below); and

WHEREAS, it is necessary and desirable that CSI be retained by the District for the purpose of performing the Services on the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The "Agreement Period" begins **June 28<sup>th</sup>, 2017** (the "Effective Date") and will automatically expire on **December 31<sup>st</sup>, 2017** (the "Expiration Date").
2. **Services.** During the Agreement Period, CSI agrees to provide to District and District agrees to purchase the services below (the "Services").


**Inspection Services.**

- (i) CSI shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide CSI's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection").
- (ii) The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.
- (iii) CSI shall provide an initial draft of the FIT to District for review. Subject to CSI's right to conduct an additional inspection of the School Facility, if the District completes and signs CSI's form of liability waiver and certifies that the School Facility conditions listed as deficient or extremely deficient on the FIT have been repaired and such conditions are now in "good repair" (as defined in the CEC), CSI may, at its sole and absolute discretion, update the rating set forth in the final draft of the FIT.
- (iv) Upon completion of the Inspection and District's approval of the final FIT, CSI shall deliver to District one (1) electronic copy of the FIT report for each school and all the photographs taken related to the FIT

**3. Payment of Fees.**

- a. **Fees.** For the Services provided pursuant to the terms of this Agreement, District agrees to pay CSI **\$8,400** (the "Fee") as indicated in the "Price Quote for Services."
- b. **Payment Plan.** The Fee is payable in two installments, 1<sup>st</sup> installment (**\$4,200**) due upon signing Agreement and second installment (**\$4,200**) due upon delivery of Final FIT to District.
- c. **Travel; Lodging Expenses.** All travel and lodging expenses incurred by CSI in connection with the Services are included in the Fee.
- d. Fee is a not-to-exceed amount and includes any and all reimbursables.

Business Services Department

Approval: 

Date: 6/15/17

4. **District Acknowledgement.** District hereby acknowledges and agrees to the following: (a) the FIT contains the minimum inspection criteria required by the CEC; (b) if an Inspector determines that a condition not expressly identified in the FIT constitutes a deficiency, the Inspector may note such deficiency on the FIT; (c) while some critical conditions are identified on the FIT as extreme deficiencies, the list under each section of the FIT is not exhaustive; (d) in the opinion of CSI, if a condition deficiency requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants, an Inspector may record this deficiency as an extreme deficiency and generate a poor rating; (e) the FIT is designed to evaluate each School Facility within a reasonable range of facility conditions and it is possible that the Inspector may identify critical School Facility conditions that result in an overall school rating that does not reflect the urgency and severity of those deficiencies and/or does not match the ratings description on the FIT and in such instances, the Inspector may reduce the resulting school score by one (1) or more grade categories and describe the reasons for the reduction in the FIT; (f) the Inspector cannot be expected to discover all defective conditions of a School Facility and therefore the opinion of the Inspector or CSI may not accordingly reflect the actual condition of the School Facility or School Facilities; (g) the Inspector and the Inspection are limited by the terms and conditions of this Agreement and the fact that the Inspection is a visual inspection only; (h) neither CSI nor the Inspector shall conduct any repairs or contract to repair any deficient items reported on the FIT; (i) the Services provided herein do not include assistance relating to the California Office of Public School Construction's Deferred Maintenance Program or School Facility Program; (j) CSI is not a building, engineering, plumbing, roofing, electrical, fire protection, flooring or warm air heating, ventilation or air conditioning contractor; and (k) the Inspection Services provided hereunder are for the limited purpose of conducting a visual inspection of the School Facility to complete the FIT and provide an opinion of the rating of the School Facility in order to compile such information into the SARC for District.
5. **Waiver.** District hereby voluntarily waives, releases and forever discharges, and has no right to make a claim or file a lawsuit against CSI or any persons associated with CSI for any injuries (including death or damage to property) resulting from CSI's performance of its obligations under this Agreement, including, without limitation, the Inspection and completion of the FIT, unless and only to the extent that such damage is caused by the willful misconduct of CSI.
6. **Limitation of Liability; Indemnification.** In no event shall CSI's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by CSI under this Agreement. CSI shall not be liable for any consequential damages.
- a. District shall defend, indemnify and hold harmless CSI and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to CSI's performance of the Services, unless it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct.
  - b. CSI shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to CSI's performance of the Services if it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct.
7. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services, is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
8. **Exhibits.** All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and CSI have made and executed this Agreement as set forth below

**CSI:**

**California School Inspections , LLC**

Signature: Joey C. Luis  
Date Signed: 6/14/2017

Print Name: Joseph Conrad Luis  
Title: General Manager  
Address: 5355 Brentford Way  
El Dorado Hills Ca  
Phone: 916.960.7270  
Email: josephconradluis@gmail.com

**DISTRICT:**

**MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT**

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent CSI.** CSI's services purchased by Customer and described in the Agreement (the "Services") detail the initial scope of services anticipated by CSI as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If CSI determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, CSI reserves the right to increase the Fee to compensate for the unanticipated or additional services. This Agreement is not for lobbying services and CSI is not being retained to provide lobbying services to District. The parties agree that CSI is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the Fee and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by CSI as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives CSI's invoice.
3. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the expiration of such Agreement Period. Upon termination, CSI will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of CSI's invoice. If District terminates this Agreement, it shall not be entitled to any reimbursement of the Fee. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by CSI for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that CSI's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that CSI's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. CSI has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other party, CSI or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** CSI may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. CSI performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. CSI, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
9. **Confidential and Proprietary Materials of CSI.** During performance of the Agreement, CSI may provide materials or disclose information to District that CSI considers proprietary or confidential including, but not limited to CSI's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("CSI's Materials"). District agrees that District acquires no interest of any kind in CSI's Materials. At all times during and after the Agreement Period, District agrees (a) to keep CSI's Materials in confidence and trust for CSI; (b) not to disclose, duplicate or otherwise use CSI's Materials, except in furtherance of CSI's performance per the Agreement; (c) to limit access to CSI's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of CSI's Materials to CSI after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall CSI's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by CSI under this Agreement. CSI shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless CSI and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to CSI's performance of the Services, unless it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct. CSI shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to CSI's performance of the Services if it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. CSI shall have the full power and authority to interpret, construe and administer the Agreement and CSI's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The 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 the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

## **EXHIBIT B – DISTRICT SCHOOLS TO BE INSPECTED**

1. Arboga Elementary
2. Browns Valley Elementary
3. Cedar Lane Elementary
4. Community Day School/Independent Study
5. Cordua Elementary
6. Covillaud Elementary
7. Dobbins Elementary
8. Edgewater Elementary
9. Ella Elementary
10. Foothill Intermediate
11. Johnson Park Elementary
12. Kynoch Elementary
13. Linda Elementary
14. Lindhurst High
15. Loma Rica Elementary
16. Marysville Charter Academy for the Arts
17. Marysville District Independent Study
18. Marysville High
19. McKenney Intermediate
20. Olivehurst Elementary
21. South Lindhurst Continuation High
22. Yuba Feather Elementary
23. Yuba Gardens Intermediate
24. District Office

## **EXHIBIT C - SCOPE OF WORK**

CSI will conduct an inspection of each school site using the California Department of Education's mandated Facility Inspection Tool (FIT) created by the Office of Public School Construction (OPSC) pursuant to the Williams Act. This is a visual inspection covering the following areas:

01. GAS LEAKS
02. MECH/HVAC
03. SEWER
04. INTERIOR SURFACES
05. OVERALL CLEANLINESS
06. PEST/VERMIN INFESTATION
07. ELECTRICAL
08. RESTROOMS
09. SINKS/FOUNTAINS
10. FIRE SAFETY
11. HAZARDOUS MATERIALS
12. STRUCTURAL DAMAGE
13. ROOFS
14. PLAYGROUND/SCHOOL GROUNDS
15. WINDOWS/DOORS/GATES/FENCES

CSI shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide CSI's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection"). The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT**  
**2017-18 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2017)

**DATES OF PROJECT DURATION - JULY 1, 2017, TO JUNE 30, 2018**

Marysville High School

(School Site)

Marysville Joint Unified School District

(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.



Signature of Authorized Agent



Signature of Agriculture Teacher  
Responsible for the Program

Director of Categorical Programs

Title



Signature of Principal

Contact Phone Number: 530-749-6160

Date of Approval of Local Agency Board:

6/27/2017

Funds Requested - Part I

\$4,500.00

Part II

\$1,440.00

Part III

\$6,000.00

Part IV

\$0.00

Total

\$11,940.00

Number of Different Agriculture Teachers at Site:

2

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	X	
2. Leadership and Citizenship Development	X	
3. Practical Application of Occupational Skills	X	
4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	\$4,500.00
Three Teachers or More	\$5,000	

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2016–17 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	180	\$1,440.00

PART III - QUALITY CRITERIA 10–11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- \* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- \* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site: 2

List the Names of the Agriculture Teachers:

1. Bonnie Magill	4.
2. Amanda Farrah	5.
3.	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	1	\$2,000.00
Criterion 11A - Year-Round Employment	2	\$4,000.00
Criterion 11B - Project Supervision Period	0	\$0.00
TOTAL FUNDS REQUESTED PART IV		\$6,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.

No

PART V - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		6,940.00	6,940.00
2			Subtotal for 4000	<b>\$6,940.00</b>	<b>\$6,940.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation/Conference	5,000.00	5,000.00
4			2.		
5			3.		
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	<b>\$5,000.00</b>	<b>\$5,000.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.		
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	<b>\$0.00</b>	<b>\$0.00</b>
14			Total for 4000–6000 Lines 2, 8, 13	<b>\$11,940.00</b>	<b>\$11,940.00</b>

TOTAL 2017–18 Incentive Grant Allocation:

**\$11,940.00**

Part B - Complete this portion if a waiver of the matching requirement is requested:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		<b>\$0.00</b>

TOTAL Amount of Waiver Requested:

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
 2017-18 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2017)

**DATES OF PROJECT DURATION - JULY 1, 2017, TO JUNE 30, 2018**

Lindhurst High School

(School Site)

Marysville Joint Unified School District

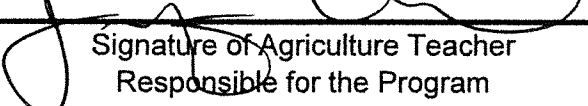
(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

  
 Signature of Authorized Agent

Director of Categorical Programs

Title

  
 Signature of Agriculture Teacher  
 Responsible for the Program

  
 Signature of Principal

Contact Phone Number: 530-749-6160

Date of Approval of Local Agency Board:

6/27/2017

Funds Requested - Part I

\$4,500.00

Part II

\$1,280.00

Part III

\$8,000.00

Part IV

\$0.00

Total

\$13,780.00

Number of Different Agriculture Teachers at Site:

2

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	<u>X</u>	<u>          </u>
2. Leadership and Citizenship Development	<u>X</u>	<u>          </u>
3. Practical Application of Occupational Skills	<u>X</u>	<u>          </u>

4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

#### PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	\$4,500.00
Three Teachers or More	\$5,000	

#### PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2016–17 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	160	\$1,280.00

#### PART III - QUALITY CRITERIA 10–11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.

- \* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- \* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

2

List the Names of the Agriculture Teachers:

1. Jennifer Cummins

4.

2. Tim Moss

5.

3.

6.

Criterion 10 - Student/Teacher Ratio

Number Meeting  
Criteria

2

Amount  
Requested

\$4,000.00

Criterion 11A - Year-Round Employment

2

\$4,000.00

Criterion 11B - Project Supervision Period

0

\$0.00

TOTAL FUNDS REQUESTED PART IV

\$8,000.00

#### PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.

#### PART V - FINANCIAL SCHEDULE

##### Part A

			A	B		C
Line	Acct. No.	Classification	Description of Item for Which Funds Will be Expended	Incentive Grant Funds		Matching Funds
1	4000	Books & Supplies		10,780.00		10,780.00

2			Subtotal for 4000	<b>\$10,780.00</b>		<b>\$10,780.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation/Confe	3,000.00		3,000.00
4			2.			
5			3.			
6			4.			
			5.			
7			6.			
8			Subtotal for 5000	<b>\$3,000.00</b>		<b>\$3,000.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.			
10			2.			
11			3.			
			4.			
12			5.			
13			Subtotal for 6000	<b>\$0.00</b>		<b>\$0.00</b>
14			Total for 4000–6000 Lines 2, 8, 13	<b>\$13,780.00</b>		<b>\$13,780.00</b>

TOTAL 2017–18 Incentive Grant Allocation:

**\$13,780.00**

Part B - Complete this portion if a waiver of the matching requirement is requested:

			A	B		C
Line	Acct No.	Classification	Description of Item for Which Funds Were Expended	Incentive Grant Funds		Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries			
16	1000	Salaries	Teachers' Salaries for Project Supervision Period			

17	3000	Benefits	Benefits for the Above Items (1000)			
18			TOTAL			\$0.00

TOTAL Amount of Waiver Requested:

\_\_\_\_\_

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
 2017-18 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2017)

**DATES OF PROJECT DURATION - JULY 1, 2017, TO JUNE 30, 2018**

South Lindhurst High School

(School Site)

Marysville Joint Unified School District

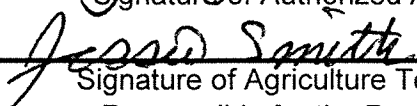
(District)

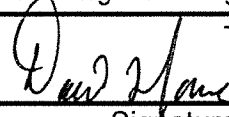
**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

  
 Signature of Authorized Agent

Director of Categorical Programs

Title

  
 Signature of Agriculture Teacher  
 Responsible for the Program

  
 Signature of Principal

Contact Phone Number: 530-749-6160

Date of Approval of Local Agency Board:

6/27/2017

Funds Requested - Part I

\$4,000.00

Part II

\$744.00

Part III

\$4,000.00

Part IV

\$0.00

Total

\$8,744.00

Number of Different Agriculture Teachers at Site:

1

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	<u>X</u>	<u>          </u>
2. Leadership and Citizenship Development	<u>X</u>	<u>          </u>
3. Practical Application of Occupational Skills	<u>X</u>	<u>          </u>
4. Qualified and Competent Personnel	<u>X</u>	<u>          </u>
5. Facilities, Equipment, and Materials	<u>X</u>	<u>          </u>
6. Community, Business, and Industry Involvement	<u>X</u>	<u>          </u>
7. Career Guidance	<u>X</u>	<u>          </u>
8. Program Promotion	<u>X</u>	<u>          </u>
9. Program Accountability and Planning	<u>X</u>	<u>          </u>

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	\$4,000.00
Two Teachers	\$4,500	
Three Teachers or More	\$5,000	

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2016–17 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	93	\$744.00

PART III - QUALITY CRITERIA 10–11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- \* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- \* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

1

List the Names of the Agriculture Teachers:

1. Jessie Smith

4.

2.

5.

3.

6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	1	\$2,000.00
Criterion 11A - Year-Round Employment	1	\$2,000.00
Criterion 11B - Project Supervision Period	0	\$0.00
TOTAL FUNDS REQUESTED PART IV		\$4,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.

No

## PART V - FINANCIAL SCHEDULE

## Part A

			A	B		C
Line	Acct. No.	Classification	Description of Item for Which Funds Will be Expended	Incentive Grant Funds		Matching Funds
1	4000	Books & Supplies		3,244.00		-
2			Subtotal for 4000	<b>\$3,244.00</b>		<b>\$0.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation/Conference	5,500.00		1,200.00
4			2.			
5			3.			
6			4.			
			5.			
7			6.			
8			Subtotal for 5000	<b>\$5,500.00</b>		<b>\$1,200.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.			
10			2.			
11			3.			
			4.			
12			5.			
13			Subtotal for 6000	<b>\$0.00</b>		<b>\$0.00</b>
14			Total for 4000–6000 Lines 2, 8, 13	<b>\$8,744.00</b>		<b>\$1,200.00</b>

TOTAL 2017–18 Incentive Grant Allocation:

**\$8,744.00**

Part B - Complete this portion if a waiver of the matching requirement is requested:

			A	B		C
Line	Acct No.	Classification	Description of Item for Which Funds Were Expended	Incentive Grant Funds		Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries			8,769.90
16	1000	Salaries	Teachers' Salaries for Project Supervision Period			
17	3000	Benefits	Benefits for the Above Items (1000)			1,546.13
18			TOTAL			<b>\$10,316.03</b>

TOTAL Amount of Waiver Requested:

**\$7,544.00**

**2017-18 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpaull@cde.ca.gov](mailto:jpaull@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form is on file.

Authorized Representative's Full Name	Gay Todd
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/28/2017

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2017-18 Protected Prayer Certification**

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Gay Todd
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/28/2017
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2017-18 Application for Funding****CDE Program Contact:**Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/27/2017
---	------------

**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Graciela Zambrano
DELAC review date	02/02/2017
Meeting minutes web address  Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	<a href="http://www.mjUSD.com/District/Departments/Educational-Services/English-Learner/index.html">http://www.mjUSD.com/District/Departments/Educational-Services/English-Learner/index.html</a>
DELAC comment  If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

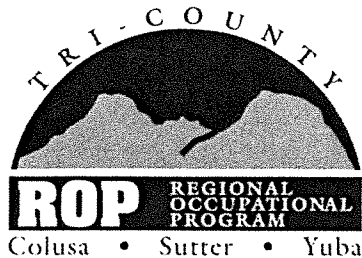
**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title III Part A English Learner</b> ESEA Sec. 3102 SACS 4203	Yes

**\*\*\*Warning\*\*\***

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## SUTTER COUNTY SUPERINTENDENT OF SCHOOLS

### *Memorandum of Understanding*

2017-2018 School Year

THIS MEMORANDUM OF UNDERSTANDING establishes a formal financial and program delivery agreement to be entered upon beginning this first day of July, 2017. The parties to this contract are the Tri-County Regional Occupational Program hereinafter to be referred to as **"Tri-County ROP"**, acting as the agent of the Sutter County Superintendent of Schools and the **Marysville Joint Unified School District**. The **Marysville Joint Unified School District** is located at **1919 B St. Marysville, Ca 95901** and is hereinafter to be referred in this document as the **"District"**. Should legislative action, either State or Federal, create the need to alter the terms of this agreement, the agreement shall be null and void and a new MOU will be developed reflecting changes in the law. Both Tri-County ROP and the District agree to all of the following contract provisions:

#### A. ADMINISTRATION AND COORDINATION

##### *The District Will:*

- (1) Provide Career Technical Education services to Tri-County ROP programs under their jurisdiction.
- (2) Direct and coordinate the operation of all Tri-County ROP programs under the terms and conditions of the Tri-County ROP Board Policy and Regulations and in compliance with the California State Plan for Vocational Education, and all applicable codes and sections of Title V, California Administrative Code, federal law and the Education Code.
- (3) Collaborate with Tri-County ROP by providing administrative services, including: counseling, admission, submitting attendance, and providing achievement records in the same manner as those maintained for any student in the District. The District agrees to supervise and evaluate ROP teachers, classified staff, instructional programs, budget development and management, recruitment of students into ROP programs, guidance and counseling of students and other functions required by Tri-County ROP Board Policies and Procedures.
- (4) Work with the Tri-County ROP Director and administrative staff when implementation of curriculum changes are necessary or new laws or programs create changes that need to be implemented including provisions outlined in new grant funding.
- (5) Submit data required for the efficient operation of Tri-County ROP which may include course changes, budget revisions, master schedules, bell schedules, enrollment reports, attendance reports, and follow-up information.

(6) Maintain an inventory of capital outlay items purchased with funds provided by the Tri-County ROP at the district office. All changes in ROP inventory must be reported to the ROP administrative office within 30 days as per Tri-County ROP #3017.1.

(7) Teachers must organize Employer Advisory Committees for each course that receives ROP funding. Membership of this committee must include a majority of business/industry representatives who have expertise related to the course(s) being taught. Students, instructional aides, and teachers from other classes may attend but are not considered part of the committee for quorum purposes. Employer Advisory Committees must meet at least once a year and the meeting memorialized by written minutes that are to be submitted to the ROP administrative office no later than **April 1, 2018**. All ROP teachers separately or in partnership with teachers in like industry cluster areas, must participate in an advisory committee.

(8) Each District must have a representative attend the Tri-County ROP Steering Committee meetings scheduled five times per year and other meetings as required. An alternate may be appointed to attend the Steering Committee Meetings in place of the site administrator or superintendent and vote in the absence of the regular district representative. **A District representative or alternate must be present at Steering Committee meetings a minimum of 4 meetings a year or the District may lose funding as per Tri-County ROP Policy #3013.2**

***The Tri-County ROP will:***

(1) Provide the member District with assistance in the administration and coordination of programs at district sites.

(2) Provide the District with technical assistance so that the District remains in compliance with ROP policies and procedures and all education codes, administrative codes, and federal law.

(3) Provide site administrators and other District personnel with assistance in the recruitment of students through maintenance of the Tri-County ROP website; assist with development of new courses and curriculum; assist in the recruitment of teachers and other staff when requested; and meet with teachers and other ROP staff before the start of new school year to provide an orientation to the new year, including providing information on changes in the Career Technical Education delivery system and how those changes will be implemented.

(4) Seek out and apply for, as appropriate, grant funding that will benefit school sites, teachers, and students on behalf of the Tri-County ROP member districts. Tri-County ROP would then assist in the implementation of new grant funding at each affected site.

(5) Submit data gathered from sites for the purpose of securing grants, complying with grant requirements, providing information useful for the District's Local Control Accountability plan, providing sites with useful enrollment and demographic information, and reporting to state agencies and other entities when required to protect the District's fiduciary and program interests.

(6) Maintain an ROP wide inventory system and ensure compliance with inventory policies and procedures. This would include inventory audits.

(7) Provide templates for securing ROP advisory committee minutes and attend ROP advisory committee meetings wherever possible.

(8) Will ensure the Director serves as Ex-Officio Secretary of the ROP Steering Committee, schedules Steering Committee meetings, organizes and schedules special Ad Hoc committees and meetings when necessary to deal with budget and other program issues, and provide over-site of the ROP Budget.

(9) Meet with counseling staffs from the local community college and member high school districts at least annually to provide undated information, detail available services, improve articulation between high schools and the community college and provide other capacity building activities at they relate to improving the local Career Technical Education delivery system.

## **B. INSTRUCTION:**

### ***District Assurances***

(1) The District is a public school district with extensive capabilities and experience in career-technical education and training and employs teachers holding valid California teaching credentials for each career technical education program taught under this contract.

(2) The District provides facilities that meet requirements of state and local safety and health regulations and its equipment and instruction material are adequate and suitable for the courses offered and the number of students in attendance.

(3) The District declares its financial resources are adequate to insure full funding of its contribution to the total ROP budget as outlined in the attached budget summary.

(4) By signing this agreement with the Sutter County Superintendent of Schools, the District acknowledges that its participation is with all the signatory districts of this agreement and that it assumes all the rights, duties, and obligations with respect to participating in Tri-County ROP.

(5) The District maintains current, accurate records of students' attendance and progress and consents to inspection by authorized representatives of Tri-County ROP for purposes of audit compliance and other factors.

(6) Career Technical Education courses that the District wishes to offer using ROP funding must be approved by the Sutter County Board of Education as the LEA providing over-site of the program. New courses including a course description, an outline that includes units of study and hours per unit of study, and evidence that there is a need for the course must be included in the minutes of an Advisory Meeting in which the new course was discussed,. The new course information is due to the Tri-County ROP administrative office no later than **June 1**, in order for the course to be approved to begin in the fall semester of the next school year.

### ***Tri-County ROP Assurances:***

(1) Tri-County ROP will create opportunities for teachers representing member districts to have access to a myriad of professional development opportunities that will help maximize their effectiveness in the classroom.

(2) Tri-County ROP will assist teachers in the development of curriculum for new courses and update curriculum for current courses to ensure that all CTE/ROP courses offered at member sites are aligned with State CTE Standards and are eligible for A-G designation whenever possible.

(3) Tri-County ROP will provide certificates of completion for each course taught and will provide them to the teacher(s) who request them. Certificates will only be awarded to students who have completed course requirements. Tri-County ROP will work with teachers and advisory committees to update certificates that reflect changes in the local and regional labor market, ensure alignment with Model Curriculum Standards, Common Core, State CTE standards and meet any State authorized definition of a high quality CTE program.

(4) Tri-County ROP will participate in CTE District Advisory Committees where appropriate and work with area businesses, the local Chamber of Commerce, the Workforce investment Board, and other workforce agencies to help create work-based learning opportunities for students that are aligned with career pathway development.

(5) The administration of Tri-County ROP will provide member district administrators, teachers, counselors and other appropriate staff with information specific to Career Technical Education, best practices, and proposed changes in federal and state education laws. This will occur as a result of ROP administrations membership and participation in the Association of California School Administrators, CCSESA, the California Association of Regional Occupational Centers and Programs, and other groups that advocate for Career Technical Education in California.

(6) Administrative staff from Tri-County ROP will visit the field at least twice per year and whenever requested to observe operations, and work with school administrators, teachers and counselors to offer assistance in creating the strongest CTE programs possible at each site.

(7) Tri-County ROP will assist districts by working with teachers and local community colleges to ensure courses are articulated, wherever possible, as well as providing other high school to college transitional services for students.

(8) Tri-County ROP will lead the effort to institutionalize a Career Ready Certification Program; provide a myriad of assessment tools and strategies to measure student progress, certify student achievement as it relates to meeting industry standards, and include the academic rigor that is the cornerstone of the Common Core, Model Curriculum Standards and State CTE standards as well as meeting a state approved definition of a high quality CTE program. Tri-County ROP will work with districts to ensure STEM instruction is embedded in as many pathways as appropriate.

## **BUDGET OVERVIEW**

### ***District Agreement:***

(1) For the 2017-2018 school-year, the District agrees to fully fund its share of the overall site ROP budget as identified below. District expenditures are to be identified on the attached Tri-County ROP Budget and Expenditure Schedule A. The District contribution to the operation of Tri-County ROP will be **\$670,674.60**. This total represents the balance of the funds the District will not receive from Tri-County ROP and when added to the 2017-2018 contribution from Tri-County ROP, equals the amount allotted to the district in 2014-2015. Please note the maximum allowed expenditure for administration is 3% of the total combined allocation for 2017-2018.

(2) Funds contributed by the District are to be identified in the allowable categories as identified on the Budget and Expenditure Schedule A. Allowable expenditures include salaries (classified and certificated), employee benefits, administration, supplies, instructional materials, services/operational costs, and capital outlay. All funds must be accounted for by providing the ROP business office with documentation that will verify all District expenditures on ROP courses no later than **June 30, 2018**. If documentation is not provided for any portion of the required district amount, as identified in the Budget and Expenditure Schedule A, the amount not verified will be deducted from the funding provided from the ROP contribution of the overall budget.

(3) Funds spent with the District contribution to ROP must be spent on ROP courses approved prior to 2017-2018 and operated by the District. Course changes are permitted as long as the courses are ROP approved and do not supplant a District funded program.

(4) While it is the desire of the Tri-County ROP that each site maintain its allotment of course sections to give students broad exposure to Career Technical Education course offerings, spending the funds on fewer ROP classes may be allowed with approval of the ROP Director and the Sutter County Superintendent of Schools. This may occur, for example, if a district desires to invest more funding in fewer sections in an effort to develop pathway programs that are at a minimum, sequenced, rigorous, meet model curriculum standards, are STEM focused, are likely to produce industry based certification, and are articulated with local community college(s).

#### ***ROP/Agreement***

(1) For the 2017-2018 school-year, the Tri-County ROP will provide the District with an allotment of **\$74,519.40**. This amount represents 10% of the funds the District received from Tri-County ROP in 2014-2015 school-year. This allotment along with the District contribution of **\$670,674.60**, provides the District a total of **\$745,194.00** to operate 36 sections of ROP.

(2) As with its own contribution to the ROP, the District, at its discretion, will decide how ROP funds will be expended in each category for each section of ROP offered at the site. The District will identify those expenditures on Tri-County ROP Budget and Expenditure Schedule A. In the case of the ROP contributions, the ROP will reimburse the district using the following guidelines: reimbursements for the ROP contribution may occur twice per year, 25% or less by **January 1, 2018** and the balance by **June 30, 2018**. As has always been past practice, back-up documentation must accompany all billings for allowable costs only. ROP reserves the right to deny reimbursement for items that fall outside allowable parameters.

#### **BOTH THE DISTRICT AND TRI-COUNTY ROP AGREE TO THE FOLLOWING**

In the event California State or Federal law substantially changes the current funding delivery system for CTE purposes in California and substantially changes the ability for either party to meet the obligations created by this agreement; this agreement will be declared null and void and a new MOU acceptable to both parties may/shall be developed and signed by the contracting parties, the District and the Tri-County ROP. By signing this agreement, both the district and the Tri-County ROP are acting in good faith based on the current funding model created and currently in force under the LCFF. Receipt of the California Career Pathways Trust (CCPT) grant, if awarded, by the Sutter County Superintendent of Schools, shall have no effect on this MOU and districts will receive CCPT funding and as per the terms of the grant submitted on their behalf.

**SUTTER COUNTY SUPERINTENDENT OF SCHOOLS**

*Memorandum of Understanding*

**2017-2018 School Year**

***SIGNATURES***

\_\_\_\_\_  
Sutter County Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Career and College Readiness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal (optional)

\_\_\_\_\_  
Date

## FORM AGREEMENT

**THIS AGREEMENT**, entered into this 27 day of June, 2017 in the County of Yuba of the State of California, by and between the Marysville Joint Unified School District, hereinafter called the "District", and Tec-Com, hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCCA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the District and provide any requested information or documents as requested by the District to comply with the CUPCCA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with LHS Security Cameras ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project (See Article 47) of the work within Thirty Days (30) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of

the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of One-hundred thirty-nine thousand and 00/100 DOLLARS (\$139,000.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify, and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs, or expenses of any kind arising from death, personal injury, property damage, or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach, or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify, and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense, or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense,

sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

- b) Any bodily injury to, death of persons, or damage to property caused by any act, omission, or breach of Contractor or any person, firm, or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, death of persons, loss (including theft), or loss of use of any property, sustained by any person, firm, or corporation, including the District, arising out of, or in any way connected with, work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death, or damages caused by the sole or active negligence or willful misconduct of the District.
- c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids	References	Escrow Agreement for Security
Instructions to Bidders	Form Agreement	Deposit In Lieu of Retention
Bid Form	Payment Bond	Insurance Documents and
Designation of Subcontractors	Performance Bond	Endorsements
Bid Bond	Contractor's Certificate Regarding	Contractor's Certificate Regarding
Bid Guarantee Form	Drug-Free Workplace	Background Checks
Contractor's Certificate Regarding	Contractor's Certificate Regarding	General Conditions
Worker's Compensation	Alcohol and Tobacco	Supplementary and Special
Non-Collusion Declaration	Guarantee	Conditions (if any)
Substitution Request Form	Contractor DVBE Close-Out	Specifications
Acknowledgment of Bidding	Statement	All Addenda as Issued
Practices Regarding Indemnity		Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate, including the rate for holiday and overtime work, in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

- 1 Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
- 2 California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class C-7 Contractor's License, issued by the State of California, which must be current and in good standing.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties,  
on the day and year first above written.

DISTRICT

MARYSVILLE JOINT UNIFIED SCHOOL

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

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR

Date: 06/19/2017

*Todd Shelton*

\_\_\_\_\_  
(Signature)

Name: Todd Shelton

Title: Owner

**(CORPORATE SEAL)**



CHANGE ORDER NO. 02

June 14, 2017

BRCO Constructors, Inc.  
PO Box 367  
Loonnis, CA 95650

Attention: Tod Burres, Vice President

Subject: Lindhurst HS - Sidewalk Gas Line Replace  
Marysville Joint Unified School District  
Architect's Project No.: 15-1228

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Replace fiber cabling from Lindhurst High School to South Lindhurst High School.

Requested by: District

Reason: Unforeseen. The District noticed issues with their fiber cabling during summer construction; however, the fiber was found to have been damaged in an area that was unexpected. It appeared to have been crushed between the lid and the lip of the lid in a box located in a planter between buildings G and H, where no specific construction incidents occurred. The District and contractor agreed to split the cost of replacing the fiber. This costs reflects the split price.

Attachments: COR 17

Change in Contract Amount

ADD

\$

2,967.50

No Change in Contract Performance Period

June 14, 2017  
Subject  
Project Name  
Page 2

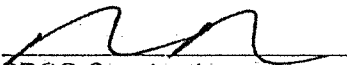
Original Contract Amount (Including \$100,000 Contingency)	\$	2,048,000.00
Amount Changed by Previous Change Order(s)	\$	9,533.17
Contract Amount Prior to this Change Order	\$	2,057,533.17
Amount Changed by this Change Order	ADD \$	2,967.50
Revised Contract Amount	\$	2,060,500.67

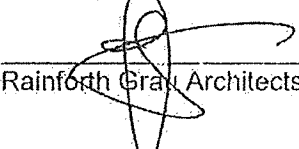
% Change by this Change Order	%	0.1
Total % Change of Original Contract Amount	%	0.6

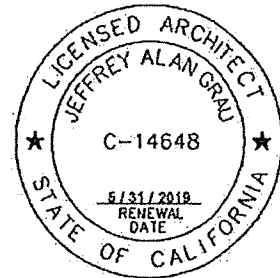
Original Completion Date	September 16, 2016
Revised Completion Date Revised by Previous Change Order(s)	September 16, 2016
Calendar Days added by this Change Order	0
Revised Completion Date through this Change Order	September 16, 2016

*The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.*

APPROVED: \_\_\_\_\_ Date \_\_\_\_\_  
Marysville Joint Unified School District

ACCEPTED:  6.15.17  
BRCO Constructors Date

APPROVED:  6.15.17  
Rainforth Grau Architects Date



\\vgafile1\ncs\1228.lindhurst his - sidewalk gas line replace\6.11 chngord\chng\_ord 02.docx

## CHANGE ORDER REQUEST

Lindhurst High School Gas Line & Sidewalk ReplacementARCHITECT:

RGA

2407 J Street, Suite 300

Sacramento, CA 95816

Attn: Michelle Hecht

OWNER:

Marysville JUSD

1919 B Street

Marysville, CA 95901

Attn: Cynthia Jensen

DATE: 6/13/17COR#: 17

BRCO Job # 2016-18

DSA App. #02-114889

DSA File #58-H1

Architect's. #

We submit for your approval the following cost estimate of change/s in work as follows:

Fiber repairs to S. Lindhurst HS

Comments:

No.	DESCRIPTION	CONTRACTOR			SUBCON	TOTAL
		LABOR	MTL.	EQPT.		
	Tec Com	\$ -	\$ -	\$ -	\$ 2,967.50	\$ 2,967.50
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
	ITEM TOTALS	\$ -	\$ -	\$ -	\$ 2,967.50	\$ 2,967.50

A. BRCO's MARK UP

B. SUBTOTAL

C. BOND (2%)

D. CHANGE PROPOSAL TOTAL

-
2,967.50
\$ -
2,967.50

TIME EXTENSION REQUIRED FOR THIS CHANGE:

TBD☒ We have proceeded with this change. Work orders have been sent to the subcontractors in accordance with:  
Written direction provided by the Architect and/or the Owner.☐ We will not proceed with this change until we are in receipt of a signed copy of this proposal. This proposal must  
be accepted by \_\_\_\_\_ in order to avoid additional time extension and/or expense.1. WE RESERVE THE RIGHT TO CLAIM THE RELATED DELAY COSTS THAT MAY OCCUR DUE TO THE CHANGE CONDITION. THE EXTENT AND AMOUNT WILL BE DETERMINED AT A LATER DATE  
WHEN THE FULL IMPACT CAN BE ACCURATELY DETERMINED.2. PROPOSAL IS BASED ON ATTACHED DOCUMENTATION AND INCORPORATES EXCLUSIONS AND QUALIFICATIONS NOTED. IF WORK IS PERFORMED ON A T&M BASIS AND ADDITIONAL COSTS  
ARE IDENTIFIED, THE PROPOSAL WILL BE ADJUSTED ACCORDINGLY.

APPROVED: \_\_\_\_\_

BY: Tod Burres

Arch/Owner: \_\_\_\_\_

COMPANY: BRCO Constructors, Inc.

DATE: \_\_\_\_\_

DATE: 6/13/17

**TEC-COM**

P O Box 1626  
Yuba City, CA 95992  
530-751-2155 tel  
530-751-2112 fax

License #769824

**Invoice**

Date	Invoice #
5/15/2017	8741-1

Bill To
BRCO Constructors, Inc. P.O. Box 367 Loomis, CA 95650

Description	Terms			Project		
	Due on receipt			#8741 - SLHS Fiber Replacem...		
	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
BRCO - MJUSD - SLHS Replacement Fiber  Scope of Work: Replacement Cable 1. Replace damaged MM 50um OM3 fiber optic cable feed from main MDF to SLHS IDF. 2. Provide all new terminations at both ends. 3. Test and Label all new connections. 4. Provide test result documentation.						
Project Pricing: Amount Deducted for Retention	5935.00			100.00%	100.00%	5,935.00 -296.75

Thank you for your business.

18-260k

Total	\$5,638.25
Payments/Credits	\$0.00
Balance Due	\$5,638.25

May 26, 2017

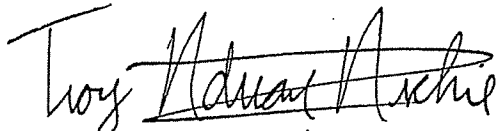
MJUSD  
Personnel Dept  
MAY 30 2017  
RECEIVED

Dear Mrs. Vang:

Please accept this letter as formal notification that I will not be returning for the 2017/2018 school year. While I have enjoyed my time at Marysville Joint Unified School District, I have a new opportunity elsewhere.

Thank you for all the support and opportunities you have provided me during my time as a Physical Education Specialist at MJUSD.

Sincerely,

A handwritten signature in cursive script that reads "Troy Adrian Archie". The signature is written in dark ink and is positioned above the printed name.

Troy Adrian Archie

MJUSD  
Personnel Dept  
JUN 06 2017

RECEIVED

June 6, 2017

**Attention: Ramiro Carreon**

Personnel Department  
Marysville Joint Unified School District  
1919 B St.  
Marysville, CA 95901

To Mr. Carreon, the personnel department, and whom it may concern at MJUSD,

After careful thought and consideration, it is with a heavy heart that I have decided to resign from my position as an elementary teacher with Marysville Joint Unified.

I appreciate the opportunities I have been given in our district, not only teaching, but also professional development opportunities, and support. My experiences here with multiple schools in the district are experiences I will never forget. I have worked with some of the finest staff members and had the honor and pleasure of teaching so many of the amazing youth in our area. I feel as if I found a home in our Edgewater community, and would like to especially thank the administration, staff, and families I have worked with at Edgewater Elementary.

My decision to resign was finalized after a long and involved process to weigh all factors and possibilities for myself and my family. At this time, I feel the change will be beneficial to my long-term family and career goals and objectives. I assure you that I remain grateful and feel so blessed to have been a part of the district for the past nine years.

I wish nothing but the best for our students and staff, and hope that you will consider my application should I ever decide to return to the district in the future.

Sincerely,

Amber Baker

MJUSD  
Personnel Dept

JUN 08 2017

RECEIVED

To Whom it may concern,

I am writing to inform you that I will be resigning from Speech and Language Therapist on a waiver. My last day of work will be 6/09/2017.

I would like to thank you for having me as part of your team. I am proud to have worked for Marysville Joint Unified School District. I have learned a lot about time management and implementing new therapy techniques, and these skills will serve me well in my career.

Please acknowledge this letter as my official notice of resignation. I will do my best to ensure that all of my projects are completed and ensure a smooth transition. I have been fortunate to have been a part of Marysville Joint Unified School District and I wish you continued success.

Sincerely,

Yesenia Carrasco-Torres  
SLPA

MAY 26 2017

RECEIVED

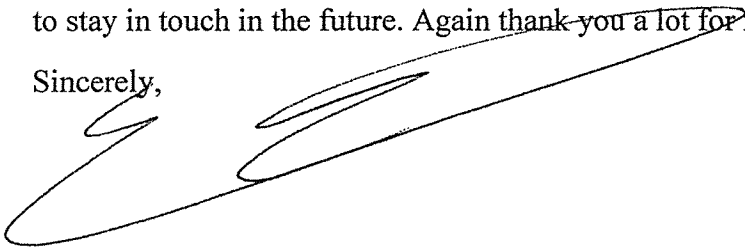
May 24, 2017

Dear Ramiro Carreon,

Please accept this letter as a formal notification that I am resigning from my position as the eighth grade Physical Education Teacher at McKenney Intermediate School. My last day will be on June 9, 2017. I have been offered and accepted a job as a PE teacher in my home town of Live Oak. I would love for the rest of the year to go smoothly.

I want to give you a huge thank you for hiring me two years ago and giving me an opportunity to start my career and I will forever be grateful for the opportunity given to me. I have enjoyed my time here at McKenney, and will miss this place a lot. I will especially miss Karen and Leanne. They have taught me a lot and I will never forget them, and I would not be the person/teacher I am today without them. I hope this transition for McKenney and myself has a smooth wrap-up, where I will devote 100% of my time to this great school, until the end. I hope to stay in touch in the future. Again thank you a lot for my time here. I will miss this place.

Sincerely,



Ernesto Caratachea

MJUSD  
Personnel Dept  
MAY 09 2017  
RECEIVED

May 9, 2017

Marysville Joint Unified School District  
Attn: Ramiro Carreón  
1919 B Street  
Marysville, CA 95901

Dear Mr. Carreón,

First I would like to thank Marysville Joint Unified School District for the career opportunity given to me in 1985. I have been planning my retirement and have decided to retire effective August 1, 2017. I will choose not to take the early retirement incentive.

If I can be of any help during this transitional time, please let me know. Thank you again, and I wish you all the best.

Sincerely,



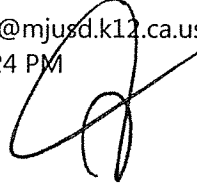
Robert Castleman

cc: Bob Eckardt, Principal, LHS

## Ramiro Carreon

---

**From:** Rebecca Detrick <[rdetrick@mjusd.k12.ca.us](mailto:rdetrick@mjusd.k12.ca.us)>  
**Sent:** Tuesday, May 16, 2017 3:24 PM  
**To:** Ramiro Carreon  
**Cc:** Kari Ylst  
**Subject:** English - Yuba Gardens



Good Afternoon Mr. Carreon,

I am sad to write this email, but know that it is necessary. Due to circumstances within my own family and the need for my commute to be much less, I have accepted a teaching position for the 2017/2018 school year in the Winters School District and, therefore, need to resign my 7th Grade English position at Yuba Gardens.

I have loved being part of this district and especially being part of the wonderful and supportive staff at Yuba Gardens. Thank you for allowing me the opportunity of the past two years of teaching and please let me know if there is anything further you need from me as a resignation.

Thank you again,  
Rebecca Detrick  
[rdetrick@miusd.k12.ca.us](mailto:rdetrick@miusd.k12.ca.us)

MJUSD  
Personnel Dept

JUN 07 2017



June 6, 2017

RECEIVED

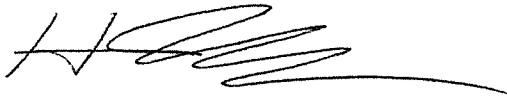
### Letter or Resignation

Mr. Carreón,

I, Hannah Elkins, wish to submit this letter of resignation effective June 9<sup>th</sup>, 2017. I have worked for MJUSD for the past three years in the speech & language department. My job has been listed as an emergency credentialed speech therapist. The sites that I have served this past year were Johnson Park Elementary and Arboga Elementary.

The reason that I am submitting this formal letter of resignation is to pursue a degree and career of teaching in the general education population. I would like to thank you for the great opportunity that I have had working for Marysville Joint Unified over the past three years. I have gained a tremendous amount of valuable experience and love for the students that I have had the pleasure to serve.

Sincerely,



Hannah Elkins

MJUSD  
Personnel Dept  
MAY 16 2017

RECEIVED

Dear Ramiro,

I am writing to inform you that I will be resigning from teaching elementary music at Ella and Linda Elementary School(s). My last day of work will be June 9, 2017.

I would like to thank you for having me as part of your team. I am proud to have worked for Marysville Joint Unified School District, and I appreciate the time and patience you have shown in hiring me. I have learned a lot about teaching and classroom administration; these skills will serve me well in my career.

Please acknowledge this letter as my official notice of resignation. I will do my best to ensure that all of my projects are completed and ensure a smooth transition. I am fortunate to have been a part of MJUSD, and I wish you continued success.

Sincerely,  
Andrew Mearns

Elementary Music – Ella/Linda

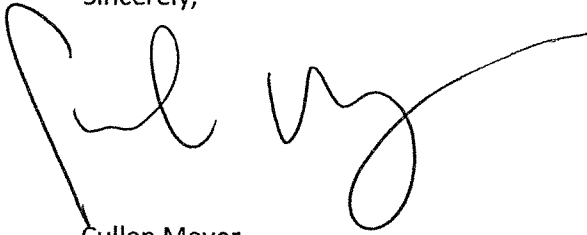
MJUSD  
Personnel Dept

JUN 12 2017

RECEIVED

I, Cullen Meyer, resign from my position as a physical education/social science teacher at Marysville high school in MJUSD as of 6/12/17. Thank you for 10 years of employment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cullen Meyer', with a long, sweeping horizontal line extending to the right.

Cullen Meyer

MJUSD  
Personnel Dept

MAY 19 2017

RECEIVED

5/19/2017

Attention:  
Ramiro Carreón  
Assistant Superintendent of Personnel Services  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Please accept this letter as formal notification that I am ending employment with Marysville Joint Unified School District on June 9<sup>th</sup>, 2017.

Sincerely,



Matthew Plummer

MJUSD  
Personnel Dept

MAY 30 2017

RECEIVED

May 24, 2017

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

To Whom It May Concern,

I am writing to inform you of my decision to resign from Marysville Joint Unified School District as a Speech/Language Intern. My husband and I have decided that I will be staying home full time with our child next year. My last day with the district will be June 9, 2017.

Thank you for the professional development opportunities you have provided me with over the last four years. I have fully enjoyed working for Marysville School District and I am thankful for the amazing staff and students that I have encountered while I have been working for the district.

If you have any questions, you can contact me at (530) 713-0175.

Sincerely,

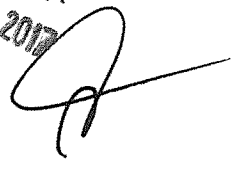


Cami Schnaidt  
Speech/Language Intern

June 21, 2017

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

MJUSD  
Personnel Dept  
JUN 22 2017  
RECEIVED



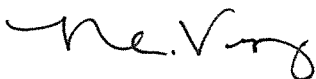
Dear Superintendent Gay Todd,

It is with mixed feelings that I tender this letter of resignation from my position as Principal at Johnson Park Elementary School, effective at the end of my contract, June 30, 2017. I have the deepest affection for the faculty and staff of Johnson Park Elementary School and love spending each day with our students.

I have enjoyed my time here and am honored to have had the chance to make a difference in the lives of so many students during my 14 years of tenure with MJUSD. I am proud of what the students, families, and staff have accomplished under my leadership. I will miss them dearly.

Thank you for the opportunity to serve as an educator and instructional leader with Marysville Joint Unified School District.

Sincerely,

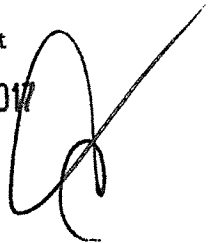


Nou C. Vang

MJUSD  
Personnel Dept

JUN 02 2017

RECEIVED



May 30, 2017

Dear Kathleen Hansen,

I would like to resign my Paraeducator position at Loma Rica Elementary School, effective end of school day, June 9, 2017. I have been offered, and have accepted, a full-time position at Caltrans.

My time working at Loma Rica School has been wonderful! I have greatly enjoyed working under your leadership, and working with all the faculty and staff. I am going to miss seeing the sweet, wonderful, little students. I love watching them learn new things, and enjoy their happy energy and creativity.

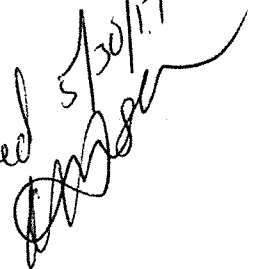
Thank you very much for giving me the opportunity to work here.

Have an enjoyable and relaxing summer break!

Sincerely,

*Carol P. Alvarado*

Carol P. Alvarado

Received 5/30/17  


MJUSD  
Personnel Dept

JUN 12 2017

RECEIVED



9 June 2017

Ms. Tracy Pomeroy

STARS Coordinator

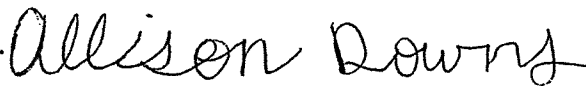
Dear Tracy:

Please consider this letter a notice of my resignation from my position as a STARS provider for MJUSD Cedar Lane Elementary. It was very hard for me to decide this because I have been very comfortable in my role here.

I feel proud to become a part of the MJUSD STARS Team. I would like to thank you for the time, patience and perseverance which you have shown in providing me with the best training for a STARS Provider. The decision to leave was extremely difficult but necessary due to continuing my education while working as a Student Assistant at Caltrans for Civil Engineering. Unfortunately, I will not be returning for the upcoming 2017-2018 school year.

Thank you for being a wonderful STARS Coordinator and providing an amazing program for the students.

Sincere regards,



Allison Downs

MJUSD  
Personnel Dept

MAY 30 2017

RECEIVED

Dear Ms. Pomeroy,

This is to formally notify you that I am ending employment on June 9<sup>th</sup>, 2017. I will be furthering my education.

I want to thank you for the wonderful opportunities you and staff have provided me during my time here at STARS. I truly have enjoyed this job and position. I am so thankful to have met all of the amazing students and staff in the program and get to know them along the way. It is truly a rewarding job. Thank you very much.

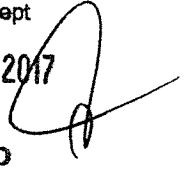
Best Regards,

Holly Huber

MJUSD  
Personnel Dept

MAY 16 2017

RECEIVED



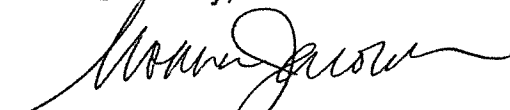
Kathleen Hansen  
5351 Fruitland Road  
Foothill Intermediate  
Marysville, CA 95901  
530-741-6130

Dear Ms. Hansen,

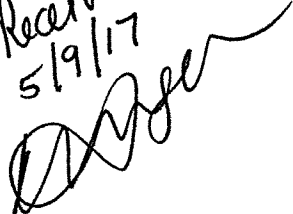
I am writing to formally notify you that I am resigning my position as Literacy Resource Technician with Foothill Intermediate School within Marysville Joint Unified School District. My last day of employment will be June 9, 2017, as per the terms of my employment contract.

I appreciate the opportunities that have been afforded me during my time with Foothill and will always treasure them. I look forward to watching Foothill continue with academic success.

Sincerely,



Moana Jacobson

Received  
5/19/17  


MJUSD  
Personnel Dept

MAY 18 2017

5-17-17

RECEIVED

I Stephanie Nichols  
Unfortunately, have to resign  
from my position at Linda  
elementary. Due to personal  
reasons. I'd like to thank  
MJUSD for this wonderful  
opportunity I've learned so  
much. I look forward to  
working with MJUSD again  
in the near future!  
Effective May 17, 2017

Sincerely,

Stephanie  
Nichols

MJUSD  
Personnel Dept  
MAY 17 2017

RECEIVED

May 11, 2017

Dear Mr. Carreon;

First, I want to say thank you for a great 11 years with Marysville Joint Unified School District.

This letter is to inform you that my time at Ella Elementary has come to an end. With my husband retired and my health not the best, I feel it is time to retire also. Thank you for helping my last 5 years to be the best that they could be, as being at Ella has truly shown me how a school should/could be run. We have a principal who is in his job for the best/right reason, love for the children, helping and nurturing them to be the best they can be, and encouraging them to be good citizens, just like a father would for his own children. This positive and caring attitude is also shown to all our teachers new and old. There is no favoritism, always a door that is open to help anyone to grow in their jobs and lives. The staff is also what every school should have and I know that is due to the care Mr. Gregor has for his school to get only the best!!

I truly am going to miss all of my fellow coworkers, but hope that I can come back and fill in whenever I am needed in the office. I have put off leaving as I am going to so miss everyone- especially the children! They have always been my children every day I come to work!

Thank you again for some great years!!

Sincerely,

Lydia Rasmussen

Cc: Rob Gregor

MJUSD  
Personnel Dept

JUN 12 2017

RECEIVED

Dear Ms. Pomeroy,

Firstly, I would like to thank you for giving me the opportunity to make a difference in the lives of such wonderful students, and allowing me to work with such an exceptional team. I have enjoyed every moment as a STARS provider, and feel that I have learned a lot through this amazing opportunity. Secondly, as much as I would like to stay to see these wonderful students develop and become even more exceptional. I have been accepted into the School Psychology program at Chico State and will be starting the program this fall. This is my letter of resignation my last day will be on Friday, June 9<sup>th</sup> 2017. Again thank you so much for this wonderful opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Lee Thao". The signature is written in dark ink and is positioned below the word "Sincerely,".

Lee Thao

MAY 22 2017

RECEIVED

May 22, 2017

Dear Mrs. Woods,

After 24 years of service with The School district, this letter is my official notification that I plan to retire on June 10, 2017. From the time I started this position this district has been nothing but helpful and supportive and it means more to me than you'll ever know. Thank you for not only offering me an opportunity to provide for my family but also for motivating me to better myself through education. Your encouragement and support have made all of the difference. I hope that during my time as a teacher's assistant here, I was able to make a difference in the academic future of the students I worked with as well.

I would also like to thank all of you for your support during my most difficult times. Your words of comfort and endless generosity gave me the strength to push forward when I felt completely overwhelmed. I can't express how much it means to me to have us in your thoughts and empathizing with me. It's hard to put into words how truly appreciative I am to work with such caring co-workers. From the bottom of my heart, I thank you and may the Lord bless you all.

I have thoroughly enjoyed my time serving this district as a teacher's assistant and will miss all of you as well as the children when my retirement day arrives. I wish everyone of you continued success in the future.

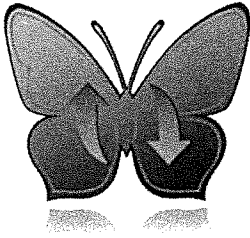
Should there be anything I can do to help with the transition of my position to another co-worker, please let me know.

Thank you.

Sincerely,

Mee Yang

A large, stylized handwritten signature in black ink, appearing to read 'Mee Yang'. To the right of the signature, the number '404' is handwritten in a bold, blocky font.



MJUSD  
Personnel Dept

JUN 01 2017

RECEIVED

*From the Desk of  
Diana Fork  
Admin Secretary III  
Facilities*

*Teamwork, Respect, Learning, Accountable, Responsibilities*

Mr. Carreon

After 29 years of service, I have decided to retire June 30 under the "Early Retirement Incentive" 11.4 listed in our MOU. I would like to thank you Mr. Carreon and Dr. Todd for having faith in me these years allowing me to grow within the district and advance my career. I was able to work for four amazing supervisors Herschel Todd, Lori Guy, Jimmie Eggers and Cynthia Jensen with out there guidance I feel I would not have succeeded. Again thank you for the opportunity to work for Marysville Joint Unified.

*Thank You,  
Diana Fork*

Admin Secretary III  
Facilities  
530-749-6131