

#### California School Boards Association

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number** 

**Invoice Date** 

PO#

INV-26399-J3Z8F7

4/29/2016

Bill To:

Marysville Joint USD 1919 B St Marysville, CA 95901-3731 United States Ship To:

Marysville Joint USD 1919 B St Marysville, CA 95901-3731 United States

Product Code	oduct Code Description		Quantity	Extended Price	Terms
CSBA	CSBA Membership (7/1/2016-6/30/2017) *	\$11,229.00	1.00	\$11,229.00	
ELA	ELA Membership (7/1/2016-6/30/2017)	\$2,807.00	1.00	\$2,807.00	
	FICE: Effective May 1, 2016, CSBA will no longer orders for open invoices or reservations.				
	nual membership dues is used to pay for a subscription to California board member and superintendent				
	nual membership dues is used to pay for a subscription to California each board member and superintendent				
f			1		1

#11,229.00

Total Invoice: \$14,036.00

Total Paid: \$0.00

Balance Due: \$14,036.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



#### California School Boards Association

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366

Customer Number Invoice Number
101035 INV-26399-J3Z8F7

Invoice Date Terms Balance Due \$14,036.00

Bill To:

Make checks payable to: California School Boards Association c/o West America Bank P.O. Box 1450 Suisun City, CA 94585-4450

Marysville Joint USD 1919 B St

1919 B St Marysville, CA 95901-3731 United Stales



#### California School Boards Association

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number** 

**Invoice Date** 

PO#

INV-27218-L2J8F0

5/16/2016

Bill To:

Marysville Joint USD 1919 B St Marysville, CA 95901-3731 United States Ship To:

Marysville Joint USD 1919 B St Marysville, CA 95901-3731 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms			
MM+	Manual Maintenance Plus (7/1/2016-6/30/2017)	\$3,320.00	1.00	\$3,320.00				
GOL	OL Gamut Online (7/1/2016-6/30/2017)		1.00	\$2,980.00	Net 30			
	ICE: Effective May 1, 2016, CSBA will no longer orders for open invoices or reservations.							

Total Invoice: \$6,300.00

Signed

Total Paid: \$0.00

Balance Due: \$6,300.00

RECEIVED

MAY 1 9 2016

MAY 19 20 3

MJUSD Fiscal Services

RECEIVED

Date

OK TO PAY

MJUSD Fiscal Services

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



#### California School Boards Association

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101035	INV-27218-L2J8F0	05/16/2016	7	\$6,300.00

Make checks payable to: California School Boards Association c/o West America Bank P.O. Box 1450 Suisun City, CA 94585-4450 Bill To:

Marysville Joint USD 1919 B St Marysville, CA 95901-3731 United States



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

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

TH	IIS CONTRACT made and entered into on <u>August 9, 2016</u> (Insert Board
me	eeting date or ratification date), by and betwee
	ec-Com hereinafter called the
CC	INTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the
DIS	STRICT.
WI	TNESSETH; The parties do hereby contract and agree as follows:
1.	The CONTRACTOR shall furnish labor and materials to the DISTRICT in accordance with the Terms & Conditions set forth in ATTACHMENT B hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
	Two thousand Two hundred Ninety-five and 00 /100 Dollars (\$2,295.00
	(MAY NOT EXCEED \$45,000) – to be paid in full within thirty (30) days after completion and acceptance.
2.	Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-7 (add applicable to trade).
3.	(Check contractor license classification appropriateness at: <a href="http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/">http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/</a> and contractor license status at: <a href="https://www2.cslb.ca.gov/OnlineServices/CheckLicensell/CheckLicense.aspx">https://www2.cslb.ca.gov/OnlineServices/CheckLicensell/CheckLicense.aspx</a> ).
4.	This contract shall commence upon Board approval as of August 10, 2016 (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by 8/16/16  August , Sixteenth, 2016
5.	SCOPE OF WORK: By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS: (Describe in detail the scope of the proposed project and materials to be furnished)

Page 1 of 2

• Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at

prevailing wage for all services \$1,000 or above but under \$45,000)

Business Services Department Approval : Date:



#### 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:

✓ Noncollusion Affidavit	ATTACHMENT F – Proof of Contractor Annual Registration with DIR
✓ ATTACHMENT A - Contractor Certification Form	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
ATTACHMENT B – Terms and Conditions (5 pages)	ATTACHMENT H - W9 Form
ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate ATTACHMENT E - Prevailing Wage and Related	ATTACHMENT J - Scope of Work
Labor Requirements Certification	Purchase Order No
TYPE OF BUSINESS ENTITY Individual	TAX IDENTIFICATION
X Sole Proprietorship	26-0591957
Partnership Corporation	Employer Identification Number
Other	
License No: 769824 Classifi	ication: C-7 Expiration Date: 9/30/2016
(District Use Only: License verified by	Date: 7-28-(6)
Fill at time of prepar	ration - DISTRICT STAFF ONLY
am a duly authorized agent/representative of the company;	arded the project as described herein. Under penalty of perjury, I certify that I providing this proposal. I also certify that none of the individuals identified on dentified above has been convicted of a felony as defined in Education Code
Contractor Name: Todd L Shelton DBA: Tec-Com	
Contractor Address: P.O. Box 1626, Yuba City, CA., 959	Phone: 530-751-2155
Annual Control of the	Email: rcetko@tec-com.net
Print Name: Todd Shelton	
Title: Owner	
Authorized Signature: Todd Shelton Desired Spaneture:	nos, america file file office a
District Acceptance:	Date:
Ryan DiGiulio, Assistant Superintendent	of Business Services Board Approval Date



#### 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):	Na	me(s) of employee(s)	*:
Karl Ross	-	V	
Brent Gildea			
Wade Shelton			
Ryan Bradford			
Dirk Theiler		X	
Dated: <u>07-25-16</u>	Tec-Com		(Company)
I certify that none of the individuals identifie Code Section 45122.1.			
Todd Shelton Discretibelion in Control of Todd Shelton DN: cn=Todd Shelton DN: cn=Todd Shelton on Toc-Com, ou=Owner, customer counter, customer customer counter, customer cus	/Authorited Cir		
Date: 2016.07.25 15:26:25-07'00'	(Authorized Sig	nature)	
Todd Shelton	(Print Name)		
Owner	(Title)		
(Co	mplete only if per	tinent)	

Revised 05-19-2016



#### ATTACHMENT B

#### TERMS AND CONDITIONS

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

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

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

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the The difference between the correct rates of prevailing wages. 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.
- 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 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 join 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 my 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 onethirtieth 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 contact 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. 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 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 waster, 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 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, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 8/16/16 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21





#### 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:

- 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.

Todd Shelton DN: cn=Todd Shelton, o=Tec-Com, ou=Owner, email=ishelton@tec-com.net, c=Us Date: 2016.07.25 15:27:09 -07'00'

Digitally signed by Todd Shelton

Signature, Contractor's Authorized Representative

**Todd Shelton** 

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)



#### 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.

PROJE	ECT NAME OR CONTRACT NO.: Projector moves in SDC room at Olivenurst Elem between the
۷larys	ville Joint Unified School District ("District" or "Owner") and Tec-Com ractor" 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):
<b>X</b> >	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
X	Pursuant to Education Code Section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:
	Name: Ryan Bradford
	Title: Project 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** 



#### **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:
<u>DISTRICT</u>
Signature: Title: Director of Technology Date: 7/28/2016 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)



#### ATTACHMENT E

# PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

	FRACT NO.: Price or works in SIX vow at ON ified School District (the "District" or the "Owner") and (the "Contractor" or the "Bidder")	
egarding prevailing wages, apprentice and trainee empl	form to the State of California Public Works Contract red benefits, on-site audits with 48-hours notice, payroll reco oyment requirements, for all work on the above Project i t's labor compliance program, if in use on this Project.	ords, and
Date:	07-25-16	
Proper Name of Contractor:	Todd L Shelton DBA: Tec-Com	
	Todd Shelton  Digitally signed by Todd Shelton DN: cn=Todd Shelton, o=Tec-Com, ou=Owner, email=tshelton@tec- com.net, c=U5 Date: 2016.07.25 15:28:50 -07'00'	
Print Name:	Todd Shelton	
Title:	Owner	

(Remainder of page left blank intentionally)



#### ATTACHMENT F

### PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

**INSERT OR ATTACH HERE** 

See Attached

egal Name	Registration Number	County	City	Registration Date	Expiration Date
ODD LEE SHELTON	1000000735	SUTTER	YUBA CITY	07/23/2015	06/30/2016



#### **ATTACHMENT G**

#### WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

On File

_	Withholding Exemption C	ertificat	2		CALIFORNIA FORM
	(This form can only be used to certify exemption R&TC Section 18662. This form cannot be used	n from nonreside for exemption fro	nt withholding under om wage withholding	r California J)	590
	this form with your withholding agent. ease type or print)	Withholding agent's			
Ven	dor/Payee's name		☐ Social security number ☐ California corp. no. ☐	FEIN	Note: Fallure to furnish your identification number will make this certificate void.
Ven	dor/Payee's address (number and street)	APT no.	Private Mailbox no.	( Vendor/Pay	vee's daytime telephone no.
City	State	ZIP Code			
witi	ertify that for the reasons checked below, the entity or individual nholding requirement on payment(s) made to the entity or indivendor/payee:	ual named on this lividual. Read the	s form is exempt fro e following carefully	m the Cali and check	ifornia income tax the box that applies to
	Individuals — Certification of Residency:  I am a resident of California and I reside at the address inform the withholding agent. See instructions for Form	shown above. Il 590, General In	f I become a nonres formation D, for the	ident at ar definition	ny time, I will promptly of a resident.
	Corporations:  The above-named corporation has a permanent place of through the California Secretary of State to do business source income to nonresidents when required. If this coor ceases to be qualified to do business in California, I Form 590, General Information E, for the definition of p	of business in Ca s in California. Ti proporation cease will promptly info	alifornia at the addre he corporation will w s to have a permane orm the withholding	ese shown vithhold or ent place (	above or is qualified a payments of California of business in California
	Partnerships: The above-named partnership has a permanent place with the California Secretary of State, and is subject to and will withhold on foreign and domestic nonresident above, I will promptly inform the withholding agent. Not like any other partnership.	the laws of Calif partners when re	iornia. The partnersh equired. If the partne	nip will file ership cea:	a California tax return ses to do any of the
	Limited Liability Companies (LLC): The above-named LLC has a permanent place of busin California Secretary of State, and is subject to the laws on foreign and domestic nonresident members when reinform the withholding agent.	of California. Th	ie LLC will file a Cal	ifornia tax	return and will withhold
	Tax-Exampt Entitles: The above-named entity is exempt from tax under Califor of California source income to nonresidents when require the withholding agent.	fornia or federal l Ired. If this entity	law. The tax-exempt ceases to be exem	entity will opt from ta	withhold on payments x, I will promptly inform
	Insurance Companies, IRAs, or Qualified Pension/Profit The above-named entity is an insurance company, IRA	Sharing Plans , or a federally q	: ualified pension or p	orofit-shari	ing plan.
	California irrevocable Trusts: At least one trustee of the above-named irrevocable trusteer return and will withhold on foreign and domestic nonresident at any time, I will promptly inform the withhold	sident beneficiar	resident. The trust ies when required. I	will file a ( f the truste	California fiduciary tax se becomes a
	Estates — Certification of Residency of Deceased Persil am the executor of the above-named person's estate. estate will file a California fiduciary tax return and will virequired.	The decedent w	as a California resid gn and domestic nor	ient at the nresident t	time of death. The beneficiaries when
CE	RTIFICATE: Please complete and sign below.				
	der penalties of perjury, I hereby certify that the Information publitions change, I will promptly inform the withholding agent.	provided herein is	s, to the best of my	knowledge	, true and correct. If
Vei	ndor/Payee's name and title (type or print)				
Vei	ndor/Payee's signature ▶	17	***************************************	Date	
For	Privacy Act Notice, get form FTB 1131 (Individuals only). 59	003103			Form 590 c2 (REV. 2003

Attachment H

Form W-9 (Rev. December 2014)

(Rev. December 2014) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.											
	Todd Lee Shelton												
8	2 Business name/disregarded entity name, if different from above												
page 2	dba Tec-Com												
ba (	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:							mption					
S O	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐							ctions				uais,	300
ã ç	single-member LLC						xem	pt paye	e c	ode (	if any)		
F. Si	Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Single-member LLC   Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)						xem	ption fi	om	FAT	CA re	porti	ng
Print or type Instructions	the tax classification of the single-member owner.	ck the appropriate box in	lite iiiie s	1004	6 101	0	ode	(if any)					
돌드	☐ Other (see instructions) ►					4	oplies	to accou	nls m	aintair	ed outs	ide th	U.\$.)
_ ਵੱ	5 Address (number, street, and apt. or suite no.)		Request	er's	nam	e and	ado	dress (d	ptio	onal)			
ě	PO Box 1626												
	6 City, state, and ZIP code												
S	Yuba City, CA 95992												
	7 List account number(s) here (optional)	<u>\</u>											
Pai													
	your TIN in the appropriate box. The TIN provided must match the name			Soc	cial s	ecu	ity r	umbe	_	_			
	up withholding. For individuals, this is generally your social security numlent alien, sole proprietor, or disregarded entity, see the Part I instructions		ra				_			_			
	es, it is your employer identification number (EIN). If you do not have a nu		a										
TIN on page 3.				or									_
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for		4 for	Em	ploy	er id	entif	ication	nu	ımbe	r	_	_	
guldelines on whose number to enter.			2	6		0	5	9	1	9 !	;   .	7	
					Ľ				1				
Par													
	r penalties of perjury, I certify that:												
	e number shown on this form is my correct taxpayer identification numb												
S€	m not subject to backup withholding because: (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	ckup withholding, or (b) e to report all interest o	l have or divide	not ends	bee s, or	n no (c) t	tified he li	d by ti RS has	ne I	nten otifie	nal R id me	eve tha	nue it I am
3. le	m a U.S. citizen or other U.S. person (defined below); and												
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting	g is corr	ect.									
intere gene	fication instructions. You must cross out Item 2 above if you have beer use you have failed to report all interest and dividends on your tax return est paid, acquisition or abandonment of secured property, cancellation o rally, payments other than interest and dividends, you are not required to actions on page 3.	n. For real estate transa of debt. contributions to	actions, o an Indi	iten Ividi	n 2 d uair	ioes etire	not men	apply It arra	. Fo	or m mer	ortga 1t (IR	ige A), a	ind
Sign	Digitaturos	Da	te ►	,	/-	14	7-	16	2				
Gei	neral Instructions	• Form 1098 (home mor (tuition)	tgage ini	teres	st), 10	098-1	E (stu	ident i	oan	inter	est), 1	098	-т
	on references are to the internal Revenue Code unless otherwise noted.	• Form 1099-C (cancele	d debt)										
	e developments. Information about developments affecting Form W-9 (such islation enacted after we release it) is at www.irs.gov/fw9.	• Form 1099-A (acquisit	ilon or at	and	lonm	ent o	f sec	ured p	rop	erty)			
_		Use Form W-9 only if provide your correct TIN		a U.	S. pe	rson	(incl	uding a	a re:	sider	t alie	n), to	•
	pose of Form  Iividual or entity (Form W-9 requester) who is required to file an information	If you do not return Fo	orm W-9	to t	he re	ques	ter w	ith a T	N,	you r	night	be s	ubject
return with the IRS must obtain your correct taxpayer identification number (TIN)  to backup withholding. See William with the IRS must obtain your correct taxpayer identification.  By single the filled out form						up wi	thho	iding?	on	page	2.		

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)

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





#### ATTACHMENT I

### CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORESEMENT

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

See Attached

(Remainder of page left blank intentionally)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 noider in fieu of such endorsement(s).			
PRODUCER License # 0E63493 Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula, CA 92590	CONTACT NAME: PHONE (A/C, No, Ext): (951) 506-5859  FAX (A/C, No, Ext): (951) 506-5859	(800) 474-3003	
	E-MAIL ADDRESS: service@orrandassociates.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: U.S. Specialty Insurance Company	29599	
INSURED  Tec Com PO BOX 1626 Yub City, CA 95992	INSURER B : Integon National Insurance Company	29742	
	INSURER C: Hartford Accident & Indemnity	22357	
	INSURER D:		
	INSURER E:		
	INSURER F:		

**REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** 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. POLICY EFF POLICY EXP ADDL SUBR INSD WVD LIMITS TYPE OF INSURANCE POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY A EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 X U16AC93140-00 07/01/2016 07/01/2017 CLAIMS-MADE X OCCUR X \$ 5,000 MED EXP (Any one person) \$ 1.000,000 PERSONAL & ADV INJURY 2,000,000 \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER:

2,000,000 PRODUCTS - COMP/OP AGG \$ PRO-JECT X POLICY \$ OTHER: COMBINED SINGLE LIMIT \$ **AUTOMOBILE LIABILITY** (Ea accident) 06/05/2016 | 06/05/2017 BODILY INJURY (Per person) 12002341 В ANY AUTO SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 X X HIRED AUTOS AUTOS \$ EACH OCCURRENCE \$ UMBRELLA LIAB OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE \$ RETENTION \$ DED X STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 06/01/2016 | 06/01/2017 72WECKZ5680 E.L. EACH ACCIDENT \$ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ (Mandatory In NH) 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The certificate holder is named as additional insured per attached endorsement forms.

RE: Olivehurst Elementary School 1778 McGowan Pkwy, Olivehurst, CA

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.

E.L. DISEASE - POLICY LIMIT \$

**AUTHORIZED REPRESENTATIVE** 

Lori Schnavone

#### 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
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	
Information required to complete this Schedule, if not shown at	pove, 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
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- 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.



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

# PRIMARY AND NONCONTRIBUTORY AND BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

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

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

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

#### **B. WAIVER OF SUBGROGRATION - BLANKET**

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

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

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

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

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



#### **ATTACHMENT J**

#### SCOPE OF WORK

#### **INSERT OR ATTACH HERE**

(inserted scope or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$45,000):

See Attached	
	. 2
	.0
	· · · · · · · · · · · · · · · · · · ·

**END OF DOCUMENT** 



#### **Bid Proposal**

July 08, 2016

#### Project: MJUSD - Olivehurst Elementary School - AV System Relocations

TEC-COM is pleased to provide this Bid Proposal for the MJUSD – Olivehurst Elementary School – AV System Relocations Project.

Our proposal is based on information provided during walk-thru with Bryan Williams (MJUSD).

Tec-Com is a Front Row Certified Installer.

#### SCOPE OF WORK

- 1. Relocate existing short throw projector and associated hardware from existing location (center of teaching wall) to new location (far side of teaching wall) in each classroom where the AV is to be relocated.
  - New Classroom Bldg. / 2 Total Locations
- 2. Relocate existing power & AV cabling from existing projector location to new projector location in each classroom.
- 3. Relocate existing "Touch Screen & Input Plate" from existing location (inside cabinet) to new location on outside panel of teaching wall in each classroom.
- 4. Provide and install surface mount raceway (where needed) to provide a pathway for relocated cabling, etc.
- 5. Aim and focus newly relocated projector to fit existing Smart Board in each classroom.

#### **EXCLUSIONS**

- 1. Projectors, AV System, Smart Board (existing).
- 2. New or relocating of data cables.
- 3. Patching, painting, etc.

Project F	Pricing:
-----------	----------

Authorized Signature

<u>  Total Cost (Labor / Material):</u>	\$2,295.00
All pricing includes tax / freight & is good for 60 days.	

Ryan Cetko - Estimator / C.O.O.

Ryan Cetho

Approval: Date: Glill

07-08-2016

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

#### **PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000**

Bu CC	IIS CONTRACT made and entered into on August 9, 2016 (Insert Board enting date or ratification date), by and between tracevoli Window & Door Inc hereinafter called the DNTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the STRICT.
Wi	TNESSETH; The partles 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 Three hundred Thirty Six and 30 /100 Dollars (\$8,336.30
	(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:  Billian Billia
3.	(Check contractor license classification appropriateness at: <a href="http://www.csib.ca.gov/Generalinformation/Library/LicensingClassifications/">http://www.csib.ca.gov/Generalinformation/Library/LicensingClassifications/</a> and contractor license status at: <a href="https://www2.csib.ca.gov/OnlineServices/CheckLicense.ll/CheckLicense.aspx">https://www2.csib.ca.gov/OnlineServices/CheckLicense.ll/CheckLicense.aspx</a> ).
4.	This contract shall commence upon Board approval as of August 10, 2016 (Insert date after Board approval date or ratification date) with work to be completed within Forty Five (45) consecutive days and/or by September 2016.
5.	SCOPE OF WORK: By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS: (Describe in detail the scope of the proposed project and materials to be furnished)

Page 1 of 2

prevailing wage for all services \$1,000 or above but under \$15,000)

Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at

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Business Services Department
Approval: Date: 7/20/16

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#### 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: ATTACHMENT F - Proof of Contractor Annual Registration Noncollusion Affidavit with DIR ATTACHMENT G - Withholding Exemption Certificate - CA ATTACHMENT A - Contractor Certification Form Form 590 ATTACHMENT B - Terms and Conditions (5 ATTACHMENT H - W9 Form pages) ATTACHMENT C - Contractor's Certificate ATTACHMENT I - Certificate of Insurance and Additional Regarding Workers' Compensation Insured Endorsement ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate ATTACHMENT J - Scope of Work ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification Purchase Order No. TYPE OF BUSINESS ENTITY TAX IDENTIFICATION Individual Sole Proprietorship Partnership Employer Identification Number Corporation Other Classification: B.C 17 Expiration Date: 6/30/2018 License No: 1015045 (District Use Only: License verified by Julie Brown Date: 7/11/2016 FIII 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 duty 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 Contractor Name: Buttacavoli Window & Door Inc. Contractor Address: Phone: 530-741-2619 1015 Yuba Street Marysville, CA 9590 Email: trudy@buttacavollind.com Authorized Signature: District Acceptance: Date: Ryan DiGiulio, Assistant Superintendent of Business Services **Board Approval Date** 

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#### 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) or employee(s):	Name(s) of employee(s):
Kobert Thorus Berry JR	JACOB Lefoure
Richard WATER JE	· · · · · · · · · · · · · · · · · · ·
AUDREW CEABTRES	2.20
Dalaw Thoens BERRY	
TYLEA THORUS DERRY	
I certify that none of the individuals identified ab Code Section 45122.1.	pove has been convicted of a felony as defined in Education
Dated: Bu	Hacavol, Wwoaut Dog Bompany)
	Authorized Signature)
Kenneth Buttacquoli	Print Name)
PRESIDENT	Title)
	ete only if pertinent)
Revised 09-22-2015	

# Attachment A

### Contractor's License Detail for License # 1015045

ISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this iformation, 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 falls 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.

#### **Business Information**

BUTTACAVOLI WINDOW & DOOR INC 1015 YUBA STREET MARYSVILLE, CA 95901 Business Phone Number:(530) 741-2619

> Entity Corporation Issue Date 06/10/2016 Expire Date 06/30/2018

> > License Status

This license is current and active.

All information below should be reviewed.

#### Classifications

B - GENERAL BUILDING CONTRACTOR C17 - GLAZING

#### **Bonding Information**

Contractor's Bond

This license filed a Contractor's Bond with PLATTE RIVER INSURANCE COMPANY.

Bond Number: A270047607 Bond Amount: \$15,000 Effective Date: 06/10/2016

#### **Bond of Qualifying Individual**

The qualifying individual KENNETH BRUCE BUTTACAVOLI 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: 06/10/2016

#### **Workers' Compensation**

This license has workers compensation insurance with the REPUBLIC UNDERWRITERS INSURANCE COMPANY Policy Number:ATW00690001

Effective Date: 06/01/2016 Expire Date: 06/01/2017

#### Other





#### 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.cov).

Hollday 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 Deportment of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfelt 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 then 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 welfara, pension, vacation, travel time, substistence 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 capaid 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.
- 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 mede 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 swarded 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 Coda §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 regulding 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

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contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regutations 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 atte of the public work for a certificate approving the contractor or subcontractor under the apprenticeahlp 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 join 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 work percented by apprentices to journeyment who arise be empayed in the craft or trade on the public work may be the ratio atipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except us 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 journsyman, 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 journsyman 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 journsymen in the same craft or trade are employed at the job site. Where an hourly apprenticaship 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 atipulated in the

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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 journeymen, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exampting 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 contractors, 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 journeymen 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 an est: 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 journeymen.

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 apprenticeable 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 contact 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. 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 ear.

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 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 subtet, 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 Liebility 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 officars, 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/Dps. 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 PropertyFire limit.

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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 flable for, and Contractor shall defend and Indemnify District against any and all claims, demands, liability, Judgments, awards, flines, mechanics' liens or other liens, labor disputes, leases, 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, emission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, emission 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 meterials, 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 now 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 alliquiated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shell, and hereby does, guarantee all work for a period of one year efter date of acceptance of work by District and shell repell 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 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 limes, 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 falls 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 falls 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 fall, 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 fall to make prompt payment to subcontractors or for material or labor, or persistently disregard taws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or aubcontractors 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 surely 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 terminata.

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 filling 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. Fallure 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, cellings, 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 inxtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction tollet 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 their upon application of either party the contract shall forthwith be physicelly amended to make such insertion or correct.

ARTICLE 17. EXCAYATION 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 letent 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 shell 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 waster, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any pert 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 end 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 discration 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 fallure of the Contractor to exercise reasonable cere, 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

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 invelidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or daducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevalling 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 edjusted at the time of ordering such

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

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

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

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim 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 retailing to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon multual 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 fallure 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 pleedings, the court shall aubmill the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a distinterested third parson 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 fall to select a mediator within the 15-day period, any parly may patition 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 (commanding with section Revised 09-22-2015

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

Notwithstanding any other provision of taw, 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 pald necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be pald equally by the parties, except in the case of arbitration whore 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 fall 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 sult is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG PREE/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 August 10, 2016 (Insert
data after Board approval date or ratification date) consisting of
Article 1 through Article 21



#### ATTACHMENT C

### CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

Signature, Contractor's Authorized Representative

Name of Contractor's Authorized Regresentative (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)



#### ATTACHMENT D

### CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

ROJECT NAME OR CONTRACT NO.: District Office Staff/Server Room between the	
arysville Joint Unified School District ("District" or "Owner") and Buttacavoli Window & Door 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; the am familiar with the facts herein certified, and am authorized and qualified to execute this certificate behalf of Contractor.	hat i e on
Contractor certifies that it has taken at least one of the following actions with respect to the construct Project that is the subject of the Contract (check all that apply):	ction
The Contractor has complied with the ingentiating requirements of Education Code Section 45125 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 a felony as defined in Education Code section 45122. 1. A complete and accurate list of Contractor employees and all of its subcontractors' employees who may come in contact with District pupils due the course and scope of the Contract is attached hereto; and/or	d of
Pursuant to Education Code Section 45125.2, Contractor has installed or will Install, prior to commencement of work, a physical barrier at the work site, that will limit contact between Contracto employees and District pupils at all times; and/or	or's
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 national 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** 

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#### **ATTACHMENT D Continued**

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS
In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the Contractor who provide services under this Contract (certification form attached).
In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than lighted contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
Installation of physical barrier at the work site to limit contact with pupils.
Surveillance of employees of the Contractor by school personnel.
Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or sectous felony.
Supervisor's Name:
Tax ID Number (if applicable – do NOT include Social Security Numbers).
In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this Contract is not subject to Education Code Section 45125.1 (a), because the Contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days — may not include after school hours).
Other, describe:
DIGITALOT
DISTRICT
Signature: Title: Date:
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.
Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance
of their work

(Remainder of page left blank intentionally)

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#### **ATTACHMENT E**

# PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CON	TRACT NO.: District Office Staff/Server Room
between Marysville Joint Ur	nified School District (the "District" or the "Owner") and
Buttacavoil Window & Door In	c. (the "Contractor" or the "Bidder").
regarding prevailing wages, apprentice and trainee emp	nform to the State of California Public Works Contract requirements, benefits, on-site audits with 48-hours notice, payroll records, and loyment requirements, for all work on the above Project including, of slabor compliance program, if in use on this Project.
Date:	7/14/16
Proper Name of Contractor:	Buttacavoli window + Door Inc
Signature:	Trudy Feigur
Print Name:	TRUDY Ferguson
Title:	Parpell admin.

(Remainder of page left blank intentionally)

# Attachment J



#11 E. 10th Street Marysville, Ca. 95901

#### **Estimate**

Date

Estimate #

6/8/2016

106

Name / Address

MJUSD 1919 B street Marysville, CA 95901 Ship To

D.O. Office East Side

Terms Rep		Rep	Project	Custor	ner Phone
Net 30		КВВ	D.O. Office		
Qty	N 5		Description		Grid/Pattern
12 24 12 1			ries white vinyl block frame windows w		5 (2V1H/2V2H)
ank you for the	opportunity (	to bid your project.	× ×	Subtotal	\$8,005.86
ne above prices	and condition	is are satisfactory		Sales Tax (7.5%	<b>(6)</b> \$330.44
d hereby accepte estimate only i	d. Please ch	eck carefully, this		Total	





CONTRACTORS
STATE LICENSE BOARI
ACTIVE LICENSE



Language 1015045

⊷ CORP

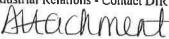
BUTTACAVOLI WINDOW & DOOR INC

COMMUNIST B C17

(+mm)- 06/30/2018

www.cslb.ca.gov







Go to Search Public Works Contractor (PWC) Registration Search This is a lieting of current and active PV-C registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.) Enter at least pne search citieds to display active regulated public works contractor(s) matching your selections. Current Fiscal Year: 2016/17 Registration Year: 1020039033 PWC Registration Number: Contractor Legal Name: Buttacavoli Window & Door Inc. Contractor Litense Lookup 1015045 Licensa Number: YUBA County: V Search Exted 1 Search Results
One registered contractor found. 1 Details Lagai Nama Registration County City Registration Oate Expiration VIAN BUTTACAVOLI WINDOW & DOOR INC. ABUY | CE 000001 MARYSVILLE 07/07/2016 06/30/2017

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#### ATTACHMENT G

### WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

•	YEAR V	Vithholding	Exempl	ion C	ertifica	ate			CALIFORNIA FORM
FII	le this form with yo	his form can only b ATC Section 18997, our withholding so	This form canno	examption t be used f	or exemption Whitholding a	eldent 1 from 1 ent's os	withholding unde Wasse withholding wie	r California	590
-	lease type or print)					-	-		
•	Buttaci	avoli Wir	dow to	STILE	Vendor/Peyee* □ 806 ne, - 47		Social socially number Colfornia corp. no. 127 126355/	fein .	Note: Fellure to furnish your identification number will make this certificate void,
Vai	ndomPayeo's address to	STREE	4		APT no.		Private Melbox no.	Vendor/Pay	ree's daytime telephone no.
CII				ilgto	ZIP C	odu		(270)	741-2614
-	MARYS			CA		75	701		
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10	Corporations:								
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0	Estates — Certif	fication of Reside culor of the above- e California fiduci	ncy of Deceasons	ed Person	: re decedeni	s sew l	California reside nd domestic non	ent at the t resident b	lime of death. The eneliclaties when
CE	RTIFICATE: Pleas	o complete and elg	n below.		~				
Und	der penallics of pe iditions change, i v	rjury, i hereby corti vili promptly inform	fy that the Inford the withholding	nation pro agant,	vidad hereli	ı lə, to	the best of my k	nowledgo,	true and correct. If
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Por	Privacy Act Natice, ga	t form FTD 1131 (Indiv	iduais only).	5900	3103		-		Form 590 C2 (REV. 2003)



#### ATTACHMENT H

#### W-9 FORM

Form W-9

# Request for Taynaver

(Pate Dagember 2		ni i axhayer	securates De set
(Rov. December 2 Department of the I Internal Revenue Se	duny Identification (vam)	ber and Certification	requester. Do not send to the IRS.
Bo	shown on your income tax return). Name is required on this line: Hacavoli Window	do not loave this line blank.	
2 Bunner	nems/disregarded entity name, if different from above		
Month Control of State of Stat	propriate box for federal tax classification; check onty one of the salksole propriator or Corporation Corporation Corporation Corporation Corporation, the bully company. Enter the tax classification (Corporation, the corporation of the single-member corporation, the corporation of the single-member owner.	4 Examptions (codes apply only to certain entities, not individuals; see instructions on page 3); Exempt payes code (if any) Exemption from FATCA reporting code (if any)	
王吉 Ditte	ed instructions) >		(A.U are ultiship furnishing should be U.E.)
6 Address	Number, street, and apt, or sultana)  EAST 10 STREET  And ZIP code  VEVSuille CA 959		rid address (optional)
	refrumbars) hore (optional)	01	
	expayer Identification Number (TIN)		
resident allen, no	he appropriate box. The TIN provided must match the na g. For Individuals, this is generally your social eccurity nu a proprietor, or disregarded entity, see the Part I instruction amployer Identification number (EIN). If you do not have a	imber (SSN), However, for a	unity number
Note. If the ecoc guidelines on wh	nt is in more than one name, see the instructions for find se number to enter.	1 and the chart on page 4 for Employer	- 4743551
	ertification		
	perjury, I certify that:		
2. I am not subj Service (IRS)	own on this form is my correct taxpayer identification nur it to backup withholding because: (a) I am exempt from b at I am subject to backup withholding as a result of a fall et to backup withholding; and	eckup withholding, or /h) I have not been a	ciffed by the leternal Parente
3, I am a U.S. cl	ten or other U.S. person (defined below); and		
	e(a) entered on this form (if any) Indicating that I am exer		
interest paid, according to payments on pa	uetions. You must cross out item 2 above if you have be failed to report all interest and dividends on your tax ret- listion or abandonment of secured property, cancellation to other than interest and dividends, you are not required go 3.	un. For real estate transactions, item 2 does	a not apply. For mortgage
	read Freedy Ferguso	Date 7-1	4-14
General In	tructions	Form 1096 (frome mortgage interest), 1006 (builden)	I-E (etudent loen interest), 1096-T
	re to the internal Revenue Code unless otherwise noted.	• Form 1099-C (cargeled debt)	
Future developme es legislation ensoi	is, information about developments affecting Form W-9 (such in after we release it) is at www.irs.gov/iv9.	<ul> <li>Form 1099-A (acquisition or abandonment</li> </ul>	,
Purpose of F		Use Form W-9 only if you are a U.S. perso provide your porrect TIN,	n (including a resident allen), to
Aort at appear enter	(Form W-9 requester) who is required to file an information use obtain your correct texpayer kientification number (TIN) ocial security number (35N), individual texpayer identification on texpayer identification number (ATIN), or employer (35N), to report on an information return the amount peld to reportable on an information return. Examples of information re not limited to, the following:	If you do not return Form W-B to the reque to beckup withinkiding. See What is beckup it By signing the filed-out form, you: 1. Certify that the TIN you are giving is con to be issued), 2. Certify that you are not subject to backu	withholding? on pege 2. roct (or you are welling for a number up withholding, or
	Next entred or pold)	<ol> <li>Cisim exemption from backup withhold</li> </ol>	no If you are a U.S. exercist passo. If
	idende, including those from stocks or mutual funds)	applicable, you are also certifying that as a U any pertnership income from a U.S. trade or	business to not subject to the
	arious types of income, prizes, swards, or gross proceeds) tor mutual fund seles and certain other transactions by	withholoung tast on toreign partners, strate of	ellectively connected income, and
brakers)		<ol> <li>Certify that FATCA code(s) entered on t exempt from the FATCA reporting, is correct</li> </ol>	. Boo What in FATCA reporting? on
• Form 1099-8 (pro	reds from real estate transactions)	page 2 for further information.	

Form 1099-K (marchant card and third party network transactions)



#### CERTIFICATE OF LIABILITY INSURANCE

BUTTA-1

OP ID: IM

DATE (MM/DD/YYYY) 07/15/2016

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). Shantelle Pakizegee PRODUCER Paramount Exclusive Ins Sv Inc PHONE (A/C, No, Ext): 818-986-7283 E-MAIL FAX (A/C, No): 818-986-4949 Shawn Kohen 16000 Ventura Blvd. Suite 212 ADDRESS Encino, CA 91436 Shantelle Pakizegee INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Republic Underwriters Ins. Co. INSURED Buttacavoli Window & Door Inc. INSURER B: 1015 Yuba Street INSURER C: Marysville, CA 95901 INSURER D : INSURER E : INSURER F: CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES 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		SUBR		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	70.00						A TOP TO THE TOP TO TH	\$
	UMBRELLA LIAB OCCUR		1				EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	1		ATW 006900-01	06/01/2016	06/01/2017	E.L. EACH ACCIDENT	\$ 1,000,00
	OFFICER/MEMBER EXCLUDED?	N/A	1				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00
				404 Additional Description Cohodula			ad)	

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

Re: District Office Staff/Server Room

CERT	<b>IFICAT</b>	EHOL	DER
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**BUTTA18** 

**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

CANCELLATION

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2016

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). Phone: 530-742-8234 CONTACT Judi Beymer PRODUCER River Valley / Stirnaman PHONE (A/C, No, Ext): 530-742-8234 E-MAIL ADDRESS: beymerins@gmail.com Fax: 530-741-8681 FAX (A/C, No): 530-741-8681 insurance Agency Lic. 0459171 PO Box 1391 Marysville, CA 95901 INSURER(S) AFFORDING COVERAGE NAIC #

			INSURER A : Colony Insurance Company										
INS	INSURED Buttacavoli Window & Door Inc.						INSURER B: Wesco Insurance Company						
		1015 Yu Manyeyi						INSURER C:					
Marysville, CA 95901					INSURER D:								
								INSURE	RE:				
							INSURE	RF:					
CC	VEF	RAGES		CEF	RTIFI	CAT	E NUMBER:				REVISION NUMBER:		
C	NDIC. ERT XCLI	ATED, NOTWI' IFICATE MAY B	THST IE IS	'ANDING ANY RI SUED OR MAY	PER POLI	REME FAIN, CIES.	RANCE LISTED BELOW HANT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSF		TYPE OF	INSUR	ANCE	ADDI	SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	_	NERAL LIABILITY			13341					***************************************	EACH OCCURRENCE	\$	1,000,000
A	X	COMMERCIAL GE	ENER/	AL LIABILITY	X	1	103 GL 0014601-00		06/22/2016	06/22/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
		CLAIMS-MAI				1					MED EXP (Any one person)	\$	5,000
				21, 0000.1							PERSONAL & ADV INJURY	s	1,000,000
											GENERAL AGGREGATE	5	2,000,000
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	GLI	POLICY X PI		Loc							PRODUCTO COMPTON AGG	\$	
_	AU1	TOMOBILE LIABILIT		Loc		-					COMBINED SINGLE LIMIT	2	1,000,000
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		ALL OWNED	X	SCHEDULED							BODILY INJURY (Per accident)	\$	
	x	AUTOS HIRED AUTOS	X	AUTOS NON-OWNED			-		1		PROPERTY DAMAGE (Per accident)	\$	
	<u> </u>	HIRED AUTUS	^	AUTOS							(Per accident)	s	
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		EMPLOYERS' LIA										\$	
	OFF	PROPRIETOR/PAR	LUDE	D7	N/A						E.L. EACH ACCIDENT		
	If ye	ndatory in NH) e, describe under CRIPTION OF OPE									E.L. DISEASE - EA EMPLOYEE		
_	DES	CRIPTION OF OPE	RATI	ONS below		-					E.L. DISEASE - POLICY LIMIT	\$	
					-		ACORD 101, Additional Remarks S	Schedule,	If more space is	required)			
				Office Sta							_		Ų.
Mar	ysv	ille Joint	. Ur	iffied Scho	ol l	Dist ts	rict, members of employees and vol	the D	istrict's	Board of	t t		
are	ad	ditional i	nst	ıred with r	esp	ect	to general liabil	ity p	er form n	umbers C	3		
20	33	04 13 and	UCG	2503-1 <b>01</b> 3.									
CERTIFICATE HOLDER					CANC	ELLATION							
Marysville Joint Unified School District					THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.					

1919 B Street Marysville, CA 95901 AUTHORIZED REPRESENTATIVE

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# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – RESTRICTED FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

**Designated Construction Projects:** 

All projects during the policy period.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" Under SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and for all medical expenses caused by accidents under SECTION I COVERAGE C MEDICAL PAYMENTS, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under SECTION I COVERAGE C MEDICAL PAYMENTS regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY for damages or under SECTION I COVERAGE C MEDICAL PAYMENTS shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damages to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
  - 5. The most we will pay for the sum of all Designated Construction Project General Aggregate Limits combined and to which this insurance applies is \$5,000,000.
  - B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" Under SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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Page 1 of 2

LIABILITY, and caused by accidents under SECTION I – COVERAGE C MEDICAL PAYMENTS, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

- Any payments made under SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY for damages or under SECTION I – COVERAGE C MEDICAL PAYMENTS shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability resulting from the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of SECTION III LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.





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

# PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

7	
meeting / date	hereinafter called the
KIZ CONSTRUCTION CONTRACTOR and the MARYSVILLE JO DISTRICT.	INT UNIFIED SCHOOL DISTRICT hereinafter called the
WITNESSETH; The parties do hereby contr	act and agree as follows:
Terms & Conditions set forth in All reference and any specifications atta	and materials to the DISTRICT in accordance with the FACHMENT B hereof and incorporated herein by this ched for a total contract price of:
Dollars (\$1,800.00	hundred and No/100
acceptance.	paid in full within thirty (30) days after completion and
shall be licensed in the following classif applicable to trade).	r pursuant to the Business and Professions Code and cation: C6 (add
and contractor license status at: https://www2.cslb.ca.gov/OnlineSer	vices/CheckLicensell/CheckLicense.aspx).
4. This contract shall commence upon B after Board approval date or ratification (30) consecutive (30) consecutive (30).  8th September 2016	oard approval as of (insert date ion date) with work to be completed within ive days and/or by
examination as they deem necessary specifications and conditions affecting to acceptance by the signing of a condition of a co	proposal, contractors warrant that they have made a site as to the condition of the site and certify all measurements, the work to be performed at the site. Proposals are subject tract and issuance of an appropriate purchase order. The reject any and all quotes and reserves the right to waive any OR PROPOSES TO FURNISH LABOR AND MATERIAL IN VING SPECIFICATIONS: (Describe in detail the scope of be furnished)
CONTENT 1 offer	thed hereto (insert or attached proposal must state at \$1,000 or above but under \$15,000)
	Page 1 of 2

Revised 09-22-2015

Business Services Department
Approval: 1775/11.

47

# The sparse and

# 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 or indirectly colluded, conspired, connived, 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.

bid depository, or to any member or agent thereof to effectual	e a contosiva or situation
IN WITNESS WHEREOF, the parties hereunto have subscrib	ed to this Contract, including all Contract Documents as listed below:
Noncollusion Affidavit  ATTACHMENT A — Contractor Certification Form  ATTACHMENT B — Terms and Conditions (5 pages)  ATTACHMENT C — Contractor's Certificate Regarding Workers' Compensation  ATTACHMENT D — Criminal Background Investigation/Fingerprinting Certificate ATTACHMENT E — Prevailing Wage and Related Labor Requirements Certification	ATTACHMENT F – Proof of Contractor Annual Registration with DIR ATTACHMENT G – Withholding Exemption Certificate – CA Form 590 ATTACHMENT H – W9 Form ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement ATTACHMENT J – Scope of Work Purchase Order No
TYPE OF BUSINESS ENTITY  Individual Sole Proprietorship Partnership Corporation Other	TAX IDENTIFICATION  26-3990054  Employer Identification Number
License No: 775681 Classi	fication: C6 Expiration Date: 3/31/2018
(District Use Only: License verified by Julie Brow Fill at time of preparation of the property	Date: 7/18/16  warded the project as described herein. Under penalty of perjury, I certify that I providing this proposal. I also certify that none of the Individuals Identified on Identified above has been convicted of a felony as defined in Education Code
Value of the state	A SHIP CONTRACTOR OF THE SHIP CONTRACTOR OF T
Contractor Name: <u>Kiz Construction</u> Contractor Address: 5520 Tashi Bell Lane Carmichael, CA 95608	Phone: 916-715-7771  Email: paulliz@comcast.net
Print Name: Paul Kiz	A Section Control Control
Title: Duner Poully  Authorized Signature: Foully	
District Acceptance:	Date: Board Approval Date
District Acceptance: Ryan DiGiullo, Assistant Superintend	SILVI DUSINOSO SALITOSO

Page 2 of 2



Attachment



# CONTRACTORS STATE LICENSE BOARD



# Contractor's License Detail for License # 775681

MSCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on his 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 5/6/2016 10:33:31 A

#### Business Information

KIZ CONSTRUCTION 5520 TASHI BELL LANE CARMICHAEL, CA 95608

Business Phone Number: (916) 715-7771

Entity Sole Ownership Issue Date 03/01/2000

Expire Date 03/31/2018

icense Status

This license is current and active.	
All information below should be reviewed.	
	Classifications
B - GENERAL BUILDING CONTRACTOR	
H-OLITEIA E DO	
	Bonding Information
	Contractor's Bond
This license filed a Contractor's Bond with OLD Bond Number: W150256901 Bond Amount: \$15,000 Effective Date: 04/28/2016 Contractor's Bond History	REPOBLIC GOVERN
Ā	Workers' Compensation
	THE SOURCE ON INCURANCE FUND
This license has workers compensation insuran Policy Number:9015187 Effective Date: 06/01/2012 Expire Date: 06/01/2016 Workers' Compensation History	nce with the STATE COMPENSATION INSURANCE FUND
	Other
Personnel listed on this license (current or dis	sassociated) are listed on other licenses.



#### 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 clalms 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, 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.

lame(s) of employee(s):	Name(s) of employee(s):
Edward Kiz Tim Koternolar	
Code Section 45122.1.	bove has been convicted of a felony as defined in Education  Kiz Construction (Company)
Paul ly	(Authorized Signature)
Paul Krz	(Print Name)
owner	(Title)
(Comp	lete only if pertinent)





#### 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 ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

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

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

The Contractor shall, as a pensity to the District, forfelt 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 falling 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 pald 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.

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.

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 compilance 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, 2018.

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 hinn 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 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 incustry 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 join 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 Contractors or apprenticeship for women and minorities. 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 my 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 specially 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 onethirtieth 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 Apprenticaship 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 compilance 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 contact 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. 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 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 holldays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind 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 evidended 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 quantitites 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 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 falls 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 falls 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 fall 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, deilings, 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 tollet 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 waster, 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 Ilquidated 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 fallure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will The District, without become subject to competitive bidding. 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 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 fall to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED August 10, 2016 (Insert date after Board approval date or ratification date) consisting of Article 1 through Article 21





#### ATTACHMENT C

# CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

Signature, Contractor's Authorized Representative

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

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

(Remainder of page left blank intentionally)



#### ATTACHMENT D

# CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Lindhu	rst Office Ceiling Repair	between the
PROJECT NAME OR CONTRACT NO.: Elitate  Marysville Joint Unified School District ("District"  "Contractor" or "Bidder").	or "Owner") and Kiz Construction	
The undersigned does hereby certify to t	he governing board of the District as	follows:
That I am a representative of the Contraction am familiar with the facts herein certified behalf of Contractor.	ctor currently under contract ("Contract and am authorized and qualified to e	ct") with the District; that I execute this certificate on
Contractor certifies that it has taken at le Project that is the subject of the Contrac	Terrock and a few of the second	
The Contractor has complied with the fir with respect to all Contractor's employed contact with District pupils in the course California Department of Justice has de a felony as defined in Education Code s employees and all of its subcontractors' the course and scope of the Contract is	of providing services pursuant to the termined that none of those employed ection 45122. 1. A complete and accomployees who may come in contact attached hereto; and/or	Contract, and the es have been convicted of curate list of Contractor's t with District pupils during
Pursuant to Education Code Section 45 commencement of work, a physical ban employees and District pupils at all time	es; and/or	
Pursuant to Education Code Section 45 continual supervision of, and monitored Department of Justice has ascertained and title of the employee who will be suemployees is:	by, all employee of all of a violent of	r serious felony. The name
Name:		
Title:		×
The work on the Contract is at an unocc supplier of any tier of Contract shall co	The III contact war the District	nd/or subcontractor or
ATTACHME	T D Continued on Next Page	



### ATTACHMENT D Continued

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PU	PILS	Ü
required of the employees of the Contractor who	25.1, the District has determined that fingerprinting and certification will be provide services under this Contract (certification form attached).	
	25.2, the District has determined that an exemption exists under requirements han limited contact with students. Therefore, the Contractor is required to	
Installation of physical barrier at the wor	site to limit contact with pupils.	
Surveillance of employees of the Contra	ctor by school personnel.	
Continual supervision and monitoring on DOJ has accertained has not been con-	all amployees of the Contractor by an employee of the Contractor whom the	
Supervisor's Name:	100	
Tax ID Number (if applicable do NOT	include Social Security Numbers).	
will have only "limited contact" with pupils on the	25.1, subdivision c, the District has determined that this Contract is not subject e the Contractor's employees, including the employees of any subcontractor, site. Justifications is as follows:	
Work will be performed on a day or day may not include after school hours).	ys when school is not in session (holidays, weekend or non-teaching days -	
Other, describe:		
	DISTRICT	
	Date:	_
Signature: Signature of District Official responsible for a Section 45125.2, if applicable.	ssuring selected conditions are men accordance with Education Code	
Contractor understands that District department staff ma	ay monitor and evaluate adherence to these conditions during the performance of their work.	

(Remainder of page left blank intentionally)



### ATTACHMENT E

# PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONT	DACT NO LIN	hurst Office Ceiling Repair
project NAME OR CONT between Marysville Joint Un Kiz Construction	ified School Distr	ict (the "District" or the "Owner") and (the "Contractor" or the "Bidder").
I hereby certify that I will cor regarding prevailing wages,	benefits, on-site	of California Public Works Contract requirements audits with 48-hours notice, payroll records, and ents, for all work on the above Project including, nce program, if in use on this Project.
Date:	0.7-	19-2016
Proper Name of Contractor:	Paul	Kiz Kiz Construction
Signature:	Pour	G. T.
Print Name:	Bei	(Ki
Title:	00	ner

(Remainder of page left blank intentionally)

Attachment P

# Registration Complete! Thank you for your payment.

Your PWCR registration and payment were submitted on . If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

Registration for Fiscal Year: 2017

PWC Registration Number: 1000029219

Contractor Legal Name: PAUL KIZ

Contractor Legal Entity: Sole Proprietor

Payment Amount: \$300.00

Payment Method: AMEX

Payment Confirmation Number: AAYFX6TD8PPC5



#### ATTACHMENT G

# WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

	YEAR Withholding Exemption	n C	ertificate	withholding under	California	CALIFORNIA FORM
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with	the that for the reasons checked below, the entity or in the requirement on payment(s) made to the entity rendor/payee:	or Ind	lvidual. Read the I	pllowing carefully	and check	the box that applies to
	Individuals — Certification of Residency; I am a resident of California and I reside at the ac inform the withholding agent. See instructions for	drass Form	shown above, If I 590, General Info	become a nonres rmailon D, for lhe	ldent at ar definition	ny lime, i wili promptly of a resident.
¢a	Corporations: The above-named corporation has a permanent through the California Secretary of State to do business income to nonresidents when required. If or ceases to be qualified to do business in California for the definition of the control of the definition o	this co	orporation cases will oromotiv infor	to have a permane m the withholding	ent place	of business in California
	Partnerships: The above-named partnership has a permanent with the California Secretary of State, and is subjected will withhold on foreign and domestic nonreseabove, I will promptly inform the withholding ages like any other partnership.	place ject to ident nt. No	of business in Call the laws of Califor partners when req to: For withholding	lfornia at the addr mis. The partnersi ulred. If the partne purposes, a Limit	arship cea led Llabilli	ses to do any of the y Partnership is treated
	Limited Liability Companies (LLC):  The above-named LLC has a permanent place of California Secretary of State, and is subject to the on foreign and domestic nonresident members withform the withholding agent.	vhen r	equired. If the LLC	ceases to do any	of the ab	ove, I will promptly
	Tax-Exempt Entitles:  The above-named entity is exempt from lex under of California source income to nonresidents when the withholding agent.	in 18Q	Differ h has strady	w. The tax-exemp	t entity will opt from la	i wilihold on payments ux, i wili promptly inform
	Insurance Companies, IRAs, or Qualified Pension The above-named entity is an insurance companies.	ny, IR/	it Sharing Plans: 4, or a federally qu	alliled pension or	profit-sha	ring plan.
	California irrovocable Truets:  At least one trustee of the above-named irrovocable return and will withhold on foreign and domestic nonresident at any time, I will promptly inform the	able to nonro	ust is a California asident beneficiario holding agent	resident. The trust as when required.	t will file a If the trus	California fiduciary lex tee becomes a
	Estates — Certification of Residency of Decease I am the executor of the above-named person's estate will file a California fiduciary tax return as required.	estate	son: i. The decedent wa withhold on foreig	as a California resi n and domestic no	ident at th onresident	e time of death. The beneficiaries when
CF	RTIFICATE: Please complete and sign below.					
11-	der penalties of perjury, I horeby certify that the inform	WITTING	••			
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Va	ndor/Payee's signature >	-	- Harris		_ Date _	
			Va			

# Request for Taxpayer Identification Number and Certification

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

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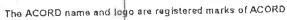
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AUTHORIZED REPRESENTATIVE

Marysville Joint Unified School District

1919 B Street Marysville, CA 95901 UID II UU AM PAGE: 1 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### BLANKET ADDITIONAL INSUREDS -OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCF		

Policy Number: NA103150703	Endorsement Effective: 8/4/2015 12:01 a.r	n.
Named Insured PAUL A KIZ, DBA: KIZ CONSTRUCTION	Countersigned By:	

#### SCHEDULE

	Application in the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the co
Name of Person or Organization: Any person or organization that the named insu- agreement to provide insurance such as is affor	
Location:	

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

- A. Section II Who is An insured is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### 2. Exclusions

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 site of the covered operations has been completed; ar
- (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
- C. The words "you" and "your" refer to the Named Insured shown in the Declarations.
- D. "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

Walver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

> May Include Copyrighted Material of Insurance Services Offices, Inc. Used with permission

Page 1 of 1

MILLETTIME J

#### **Kiz Construction**

#### PROPOSAL

5520 Tashi Bell Lane Carmichael, CA 95608 License# 775681 DIR# 1000029219 Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#	
07/14/2016	201628	

Project	Terms	Salesperson	
Office Ceili	ng Repair	Paul Kiz	

Qty	DESCRIPTION		PRICE	TOTAL
	Furnish all labor, material and	l equipment		
1	to repair ceiling in the office.			
	Install new drywall, fire tape	and install	# 1 00 <b>0</b> 00	
	new 12x12 ceiling tile.		\$ 1,800.00	
1				
	1			
1	4			
		8		
				\$ 1,800.00

Acceptance of Proposal:



#### NONCOLLUSION AFFIDAVIT

# TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH BID

STATE OF C	CALIFORNIA	)				
County of		)				
Erin	Mittelsta	edt	,;	after first be	eing by me duly	sworn,
declares that:						
He or <u>she</u> is _	COO	the party ma	king the fo	of <u>We</u> regoing bid	, that the bid is r	ys not made
association, of sham; that the put a false or or agreed with from bidding; agreement, coany other bide of any other bide contract of an are true; and, bid price or a data relative to company, ass	sham bid, and he any bidder or a that the bidder or to der, or to fix any bidder, or to secutive interested further, that the ny breakdown the hereof, or paid,	corporation; the directly or independent as not directly anyone else to has not in anyor conference who overhead, proposed in the proposed bidder has not mereof, or the condition, bid departed.	nat the bid in lirectly indiversely or indirectly put in a short manner, downth anyonated againsted contract; but, directly occurrents the pay, any fee	is genuine a uced or solidly colluded am bid, or the irectly or in the letter of the public that all states or indirectly ereof, or division any corp.	nd not collusive cited any other by conspired, conspired, conspired, conspired, conspired, conspired, sought directly, sought bid price of bidd fithe bid price, or body awarding the tements contained, submitted his constituted information partners and the constitute of agent the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the co	nived, refrain by ler or r of that the ed in bid or her on or ship,
	er penalty of per rue and correct.	jury under the	laws of th	e State of C	alifornia that the	<u> </u>
			,	13/	2	$\supset$
			S	ignature of		
Subscribed an	nd sworn before	me by				
this	day of			20		
	(SEAL)					
			N	NOTARY P	UBLIC	

(Pub. Contract Code 7106)

66

SEE ATTACHED PAFÉ. 06/02 PERVEZ DINSHAW ZACK NOTAMY POBLIC Bal.

#### California Jurat Certificate

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	s.s.
County of SAN MATEO	
Subscribed and sworn to (or affirmed) before me o	n this 21 day of JULY
2016, by ERIN MAGEE MITTED	STAEDT. and
Name of Signer (2)	, proved to me on the basis of
atisfactory evidence to be the person(s) who appe	ared before me.
OERJEZ DINSHAW ZACH Beck, Signature of Novary Public	PERVEZ DINSHAW ZACK Commission # 2088420 Notary Public - California San Mateo County My Comm, Empires Nov 28, 2018
or other required information (Notary Name, Commission No. etc.)  OPTIONAL INFORM	Seal
Withough the information in this section is not required by law, it counts jurat to an unauthorized document and may prove useful to per	ld prevent fraudulent removal and reattachment of
escription of Attached Document	. Addinoral information
ne certificate is attached to a document titled/for the purpose of	Method of Affiant Identification
NONCOLLUSION AFFIDAVIT.	Proved to me on the basis of satisfactory evidence:  or form(s) of identification credible witness(es)
	Notarial event is detailed in notary journal on:
gen "	Page # Entry #
ntaining 1 pages, and dated 21 ST. July 2016	Other  Affiant(s) Thumbprint(s) Describe:
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#### U.S. DEPARTMENT OF AGRICULTURE

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

## (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Fruit-Guys	
Organization Name	PR/Award Number or Project Name
200 200 20	
Erin Mittelstards, COO	
Name(s) and Title(s) of Authorized Representative(s)	
Statile of File.	
	7/21/16
	Dat
Signature(s)	2000



### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: 2. Status		of Federal Action:	3. Report Type:		
<ul> <li>a. Contract</li> <li>b. Grant</li> <li>c. Cooperative</li></ul>	III.	ffer/application l award award	a. Initial filing b. Material change  FOR MATERIAL CHANGE ONLY:  Year: Quarter:		
3. Name and Address of Reporting Entity:		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:			
Prime Subawardee Tier, if known Congressional District, if known:		Congressional District, if known:			
◆ Federal Department/Agency:		• Federal Program Name/Description:  CFDA Number, if applicable:			
• Federal Action Number, if	known:	• Award Amount, if known:			
• a. Name and Address of Lo Entity (if individual, last name, firs MI):		10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):			
(attach Continuation Sheet(s) if necessary)					
Amount of Payment (check all that apply):      S actual planned		• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred			



• Form of Payment (check all that apply): Cash In-kind; specify: Nature Value	Other; specify:				
• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:					
(Attach Con	(Attach Continuation Sheet(s) SF-LLL-A, if necessary)				
15. Continuation Sheet(s) SF-LLL-A attached: Yes No					
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who		14 			
fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No: ( Date:				
Federal Use Only:		Authorized for local reproduction Standard Form - LLL			



#### **Ramiro Carreon**

Personnel Dept.

JUL 2 2 2016

RECEIVED

From:

Tonya Smith

Sent:

Friday, July 22, 2016 1:58 PM

To: Cc:

Ramiro Carreon Robert Gregor

Dear Mr. Carreon,

Due to family circumstances, I am resigning from my position as a Kindergarten Teacher at Ella Elementary effective today. I have truly enjoyed working in the Marysville School District and appreciate all of the training and support I have been given. It has definitely made me a better teacher and person. I will miss being part of this great family. Thank you, Tonya Smith

#### **Ramiro Carreon**

From:

David Atkinson

Sent:

Tuesday, July 19, 2016 1:02 PM Ramiro Carreon; Bob Eckardt

To: Subject:

Resignation...

Greetings Gentlemen. It's been a pleasure to work for, and with, both of you. I've accepted a teaching position at Durham High School and tender my resignation from Lindhurst High School and from Marysville Joint Unified School District, effective immediately.

Thank you.

David M. Atkinson Physics/Earth Science Teacher Science Department Chair Lindhurst High School datkinson@mjusd.com (530)741-6150x2426

MJUSD
Personnel Dept.

JUL 1 9 2018

RECEIVED

7/17/16

**Mary Hicks** 

Marysville Joint Unified School District

1919 B St. Marysville, CA 95901

Dear Mary Hicks,

This is my notice of resignation from my position as a para-educator for Marysville High School for the 2016/17 school year. I have been accepted to California State University of Sacramento School Psychology Master's Program and will be unable to keep my position due to my school schedule. I am thankful for the experience I gained in the position and I will continue to be a substitute teacher in the district.

Thank you,

**Katie Berry** 

(530) 218-5120



Dear Ramiro Carreon,

July 25, 2016

I, Maria Cruz, am resigning from my position as bus driver for Marysville Joint Union School District as of today.

Respectfully Yours,

Maria Cruz

MJUSD
Personnel Dept.

JUL 1 4 2016/

RECEIVED

Personnel Department

Marysville Joint Unified School District

1919 B Street

Marysville, CA 95901

Dear Mr. Carreon,

Please accept this letter as my resignation as a Para Educator for the Marysville

Joint Unified School District. I have enjoyed working as a Para for the school district for
the last nine years and look forward to being a teacher.

Susan Estatrock

Susan Estabrook

Chew Yang 1205 East 22<sup>nd</sup> Street Marysville, CA 95901

7/14/2016

Bryan Williams Director of Technology 1919 B Street Marysville, CA 95901

Dear Mr. Bryan Williams,

I am writing to formally notify you of my resignation from my position, Computer Specialist I, at Marysville Joint Unified School District. I accepted a new job position with the county to utilize my Bachelor's Degree in Human Behavior and Science.

MJUSD
Personnel Dep

As my supervisor, you helped me strengthen my self-confidence by providing me tools for success, not just for my current job position but future positions.

As we discussed, my last day of employment will be on Wednesday July 27, 2016. I am grateful for the opportunity you provided me and the experience I gained working for MJUSD, thank you.

Sincerely,

**Chew Yang** 

Cc: Personnel Department

Personnel Dept.
JUL 2 6 2016

Kaozouashanou Vang 6343 Wallen Drive Marysville, CA 95901 kavang18@gmail.com

7/22/2016

Mary Hicks
Personnel Services
Marysville Joint Unified School District
1919 B St.
Marysville, CA, 95901

Dear Ms. Hicks,

I am writing to formally notify you that I am resigning from my position at McKenney Intermediate School as a Para-educator, effective June 30, 2016 as the school year ended.

Thank you for the wonderful opportunity as I have truly enjoyed working at McKenney with all the pupils and staff. I have learned so much from this experience and have decided to further my experience by becoming a substitute teacher. I look forward to our further association.

Yours sincerely,

Kaozouashanou Vang



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

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

	IIS CONTRACT made and entered into on eting date or ratification date), by and between
Ki	z Construction hereinafter called the
CC	ONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the STRICT.
WI	TNESSETH; 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:
	bollars (\$6800.00 and 00 /100
	(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: B - General Building Contractor (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 <b>giolosto</b> (Insert date after Board approval date or ratification date) with work to be completed within SIXTY (60) consecutive days and/or by, 201
5.	SCOPE OF WORK: By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as 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)
	<ul> <li>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)</li> </ul>
	Page 1 of 2
	L CONTRACTOR A

Revised 09-22-2015

Business Services Department
Approval:

78



#### NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is no made in the interest of, or on behelf of, any undisclosed person, partnership, company, association, or ganization, 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, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any edvantage 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 peld, 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.

	bld depository, or to any member or agent thereof to effectua	ate a coll	usive or snam o	ICL *
	IN WITNESS WHEREOF, the parties hereunto have subsort	lbed to th	lis Contract, Incl	uding all Contract Documents as listed below:
	Noncollusion Affidavit	1	with DIR	NT F - Proof of Contractor Annual Registration
	ATTACHMENT A - Contractor Certification Form	1	ATTACHME Form 590	NT G - Withholding Exemption Certificate - CA
্ব	ATTACHMENT B - Terms and Conditions (5	V		NT H - W9 Form
	ATTACHMENT C Contractor's Certificate Regarding Workers' Componestion	1	ATTACHME	NT ( — Certificate of Insurance and Additional lorsement
	ATTACHMENT D - Criminal Background investigation/Fingerprinting Certificate	V	ATTACHME	NT J Scope of Work
	ATTACHMENT E - Preveiling Wage and Related Labor Requirements Certification		Purchage O	rder No.
	TYPE OF BUSINESS ENTITY		TAXIDENT	TEICATION
	Individual Sole Proprietorship			64 1 2 2 1 1 1 1 1 1
	Pertnership Corporation		Employeric	lentification Number
	Other		Administration of the second	hadra Data (GRA) (State Co. State Co
	License No: 775681 Classi	rication;	LO CAP	REMOTE UNION CONTROL STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF T
*	(District Use Only: License verified by		DISTRICT STA	
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	am a duly authorized agent/representative of the company attached certification form (if applicable) or any individual	providin	g this proposel. I above has be	I also certify that none of the individuals identified on an convioted of a felony as defined in Education Cod
	46122.1			18
	Contractor Namer Kiż Construction	- 344.2X		*
	Contractor Address:			Phone: 916-715-7771
	5520 Tashi Beli Lane Carmichael, CA 95608	1:-		Email: pauliz@comeast.net
	Print Name: Tout Kin		********* <b>!</b>	
	Title: Daner			<i>a</i>
	Authorized Signature:			÷
K	District Acceptance: Ryan DiGiullo, Assistant Superintende	of Bus	Inose Sondres	Date: Board Approval Date
-	куап ыбило, двявили отрепленов	or Due	HINDS GOLVICO	Profession on a distribution A seek on region (1)
	8	Pag	e 2 of 2	
	Revised 09-22-2015			

# Artach ment



# CONTRACTORS \$TATE LICENSE BOARD



# Contractor's License Detail for License # 775681

JISCLAJMER: A license status check provides information taken from the CSLB license database. Before relying on his 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 sivil 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 Soard's icense database.

Data current as of 5/6/2016 10:33:31 A

**Business Information** KIZ CONSTRUCTION 5520 TASHI BELL LANE CARMICHAEL, CA 95608 Business Phone Number: (916) 715-7771

ntity Sole Ownership Date 03/01/2000 Expire Date 03/31/2018

cense Status

This license is current and active.	
All information below should be reviewed.	
	Classifications
B - GENERAL BUILDING CONTRACTOR	
В	Contractor's Bond
This license filed a Contractor's Bond with OLD RE Bond Number: W150256901 Bond Amount: \$15,000 Effective Date: 04/28/2016 Contractor's Bond History	EPUBLIC SURETY COMPANY.
We	orkers' Compensation
This license has workers compensation insurance Policy Number:9015187 Effective Date: 06/01/2012 Expire Date: 06/01/2016 Workers' Compensation History	B WITH THE STATE COMPENSATION INSURANCE FUND
Name of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control o	Other
Personnel listed on this license (current or disas	asodiated) are listed on other licenses.



#### 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):
Edward Kiz	
Tim Kuleraker	
	bove has been convicted of a felony as defined in Education
Dated: 07-19-2015	Kiz Construction (Company)
Adul les	(Authorized Signature)
- Rout Kr	(Print Name)
owner	(Title)
(Com	lete only if pertinent)

Revised 09-22-2015



#### ATTACHMENT B

#### TERMS AND CONDITIONS

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

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

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargelining 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, forfelt not more than fifty dollars (\$50) for each calender day, or portion thereof, for each worker paid less than the prevailing raises as determined by the Director of Industrial Relations for the work or craft in which the viorker 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 weges paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner ashall he based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the prevailing to pay the correct rate of prevailing wages, or the 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 1776.

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, drall be peld not test 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, persion, 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 samed.

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 cartifled 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 turnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of industrial Reliations.

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 §1725.6, 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 swarded on or after April 1, 2015. The District may not scoopt 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 Subconfractor performing work on the Project shall be required to compty with the provisions of the Celifornia Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissionsy), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroli 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 swerded on or after April 1, 2015, Confuscion and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at tesist monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. The requirement shall apply to all projects, whether new or ongoling, on or after January 1, 2018.

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 payroles, and hifting of apprenticeship as appropriates. 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 1777.6, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime

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contractor shall bear the responsibility of compilance with Labor Code section 1777.6 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentices shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which his 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 swerded 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 appenticeable committee edministering the apprenticeable standards of the craft or trade in the area of the after of the public work for a certificate approving the contractor or subcontractor under the apprenticeable standards for the employment and training of apprentices in the erea or industry affected. However, approval as established by the joint apprenticeable committee or committee or committees shall be subject to approval or the Administrator of Apprenticeable. The joint apprenticeable committee or committees, subsequent to approving the subject contractor or outprotractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor shall submit contact award information to the applicable joint apprenticeable committee which shall include an assimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate data the apprenticeable for women and minorities. Contractors in apprenticeable committee or committee administrating the apprenticeable permittee of the craft or trade in the area of the public work to ensure equal employment and affirmative action in apprenticeable for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for apprenticeable potentices to journeyment and affirmative action in apprenticeable for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for apprenticeable patendards under which the joint apprenticeable in the apprenticeable attendards when the local apprenticeable in the apprenticeable of the local apprenticeable parandards. The ratio of work performed by apprentice or trade on the public work may be the ratio atjusted in the apprenticeable at

Any ratio shall apply during any day or portion of a day when any journeymen, or the higher standard stipulated by the apprenticeship committee, is employed at the job alto end shall be computed on the basis of the fours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of four 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 oraft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feesible 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

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epprenticeship 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 journeymen, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-6 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 contractor 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 journeymen in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

'Apprenticeable craft or trade," sa used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeable Council. The joint apprenticeable committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeable, exampling 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 it 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-littleth of its journeymen annually through apprenticeable training, either on a statewide besis, 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 this life, or the life, safety, or property of fellow employees or the public at large or if the specific tesk to which the apprentice is to be assigned is of such a mature that training cannot be provided by a journeymen.

When examplions 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 apprentices for any apprentices for any apprentices for any apprentices for any apprentices for any contract and who is not contributing to a fund or funds to edminister and conduct the apprenticeship program in any craft or trade in the area of the after of the public work, to which fund or funds ofter contractors in the area of the after of the after of the after 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 bests and in the same manner as the office contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shell pey a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his hid 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 3061.

ARTICLE 3. WORK HOURS: As provided in critics 3 (commercing 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 contact 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 hereinafier provided. Notwithetanding 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, shell 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 re-ord showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connoction with the work or any part of the work contemplated by this contract. The record shall be kept open at all reseonable hours to the trape tion of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shell pay to the District a penalty of twenty-five deltars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor or by any subcontractor for each cafendar 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 svery 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 orasts any contractual relation between any subcontractor and District.

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

ARTICLE 8. 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 alte of the project, and if work is subjet, 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 Truetees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, individually and collectively as additional to that shown above to be evidenced in a provided Cartificate of insurance is as follows: Products-Compt/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 litchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000

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The limits set forth above shall not be construed to refleve 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 be allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by Dilatric

ARTIGLE 8. INDEMNIFICATION: Dietrict shall not be liable for, and Contractor shall defend and indemnify Dietrict 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 (hereinefter 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 indemnity Dietrict from a Claim if its determined by a court of competent juriediction 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 incitiding in the work. Except as otherwise specifically stated in this contract, Contractor shall provide end pay for all meterials, 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 each 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 harmlees 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 menufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically etipulated in the contract documents.

ARTICLE 11. QUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantees 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 whetsoever to District, ordinary wear and teer, 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 Confractor's risk. Confractor shall adequately project adjacent property from settlement or loss of lateral support as provided by law and contract documents. Confractor 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 all approache salety two and and country courses to promises where work is being performed. Contractor shall erect and properly maintain a limes, 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 poet danger signs warning against payment greated by such features in the course of construction. heazards 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 falls to prosecute the work or any separable part thereof with such diligence as will insure the completion within the time appointed or any extension thereof, or falls to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or Washington should make a general assignment for the benefit of preditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly return of should fall, 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 appedited, or should fall to make prompt payment to subcontractors or for material or labor, or persistently disregard ordinances or instructions of District, or otherwise be guilty substantial violation of any provision of the contract, or if Contract subcontractors should violate any of the provisions of this contract or their District may, without prejudice to any other right or remedy, at without profit or the provisions of the contract. written notice upon Contractor and surely of its intention to temp whiten notice upon contractor and surety or its intention to terminate this contract, such notice to contain the reasons for such intention to 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

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") Nettonal
Pollutant Discharge Elimination System General Permit for Water
Discharge Requirements for Discharges of Storm Water Runoff
Associated with Construction Activity ("Permit") — General NPDES
Permit No. CASO00004 adopted by the State Water Resources Control
Board. Contractor shall be responsible for filing the Notice of Injust Board. Contractor shall be responsible for hing the voice of intent and for obtaining the Permit and Include all costs in the Contract smount. Contractor shell be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shell provide copies of all reports and monitoring information to the Diaktot 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 primitises free from debris such as waste, rubbleh 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, callings, roofs, window allis and tedges, horizontal projections and any ereas where debris has collected so surfaces are five from foreign material or discoloration; Contractor shall clean and politic all glass, plumbing that are and finish hardware and shaller finish surfaces and equipment and remove temporary fencing, barricades, planking and construction tollet and similar temporary facilities from etts. ARTICLE 15, CLEAN UP: Contractor at all times shall keep prem

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 confract 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 the 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 Sefety Code, that is regulated to be recovered to a Class II. or Class III. or Class III discossi as control in secon 20117 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 alto differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarity encountered and generally recognized as inherent in work of the character provided for in this contract. character provided for in this contract.

Upon receiving any auch notice, the District shell 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 leave a change order under the procedures described in links contract.

in the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous wester; 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 dalay in completion of this project, when such dalay 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 axis the when the Contractor is aware that removal or relocation of an axisting 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 meth or trunkline utility facilities, or to provide for its removel or relocation. In accordance with section 4216 of the Government Code, if the Contractor while performing the contract discovers any extelling main or trunkline utility facilities not identified by the public seemsy 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 repella or relocation work at a reasonable price. The Contractor shall be compensated for the costs of focating, repairing damage not due to the failure of the Contractor to 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 \$16,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to praveiling wage rates and shall be executed under the conditions of the original contract except that any claim for extension of the caused liberaby shall be adjusted at the time of ordering such time caused thereby shall be adjusted at the time of ordering such

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change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no cleim for an acidition 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 easily between Contractor and District, if District has not elected to resolve disputas by artification pursuant to erticle 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 1.6, "public work" has the same meening at in section 3100 and 3108 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 line 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 it ties than \$50,000 (\*\$50,000 claim") or within abdy (50) 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 of reliability of reliability and the claim in the District may have against the claiment. Any additional information stall be exquested and provided upon mutual agreement of the District and the claimant. District written response to the claim shall be submitted to claimant within titteen (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-\$376,000 claims or within a period of time or 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 claiment disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claiment 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 claims remains in dispute following the meet and confer conference, the claiment may tite a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Pert 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 filled is tolled from the time the claiment submitted as a result of the meet and confer process.

if a civil action is filed to receive claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the meiter to nonbinding mediation unless waived by mutual attputation 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 (16) 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 meterial remains in dispute, the case shall be submitted to judicial artitration pursuant to chapter 2.5 (commencing with section Revised 09-22-2015

1141.10) of title 3 of part 3 of the Code of CMI Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (criticle 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 perialning to judicial arbitration. The court may, upon request by any party, order any witness to participals in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, erbitrators eppointed for purposes of this article shell be experienced in construction law and, upon stipulation of the parties, mediators and erbitrators 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 although fees of the other party arising out of the trial de novo in addition to payment of sosts and fees required under chapter 2.6 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fall to pay any portion of a claim which is undisputed unless otherwise provided the suit is filled in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District slies 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 August 10, 2016 (Insert date after Board approval date or ratification date) constating of Article 1 through Article 21



#### 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/herj employees.

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

Signature Contractor's Authorized Representative

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

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

(Remainder of page left blank intentionally)



#### 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.

PROJE	CT NAME OR CONTRACT NO .: Olivehurs	SDC Classroom Alteration between the
Marysv	ille Joint Unified School District ("District" or actor" or "Bidder").	"Owner") and Kiz Construction
	The undersigned does hereby certify to the	governing board of the District as follows:
	That I am a representative of the Contractor am familiar with the facts herein certified, a behalf of Contractor.	r currently under contract ("Contract") with the District; that I nd am authorized and qualified to execute this certificate on
	Contractor certifies that it has taken at leas Project that is the subject of the Contract (c	t one of the following actions with respect to the construction heck all that apply):
X	with respect to all Contractor's employees a contact with District pupils in the course of California Department of Justice has determated a felony as defined in Education Code section	rprinting requirements of Education Code Section 45125.1 and all of its subcontractors' employees who may have providing services pursuant to the Contract, and the nined that none of those employees have been convicted of ion 45122.1. A complete and accurate list of Contractor's ployees who may come in contact with District pupils during ached hereto; and/or
<u>×</u>	continual supervision of, and monitored by Department of Justice has ascertained has	5.2, Contractor certifies that all employees will be under the an employee of the Contractor who the California not been convicted of a violent or serious felony. The name vising Contractor's employees and its subcontractors'
X	Name: Kaul Kis	10 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
X	Title: Owner	-4.5. Wr
х -	The work on the Contract is at an unoccupic supplier of any tier of Contract shall come	d school site and no employee and/or subcontractor or n contact with the District pupils.
	ATTACHMENT	Continued on Next Page

Revised 05-17-2016



#### 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:
the designation of the contract of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the secon
Signature: 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)



#### ATTACHMENT E

# PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONT	TRACT NO.: Line	hurst Office Celling Repair
between Marvsville Joint Un	Ified School Distr	ct (the "District" or the "Owner") and (the "Contractor" or the "Bidder").
regarding prevailing wages, apprentice and trainee empl	benefits, on-site oyment requirem	of California Public Works Contract requirements audits with 48-hours notice, payrell records, and ents, for all work on the above Project including, ice program, if in use on this Project.
Date:	- 7.0 X-	19-2016
Proper Name of Contractor:	Pourt	Kit Kit Construction
Signature:	Pour	
Print Name:	Bel	Ku
Title:	00	Rev Committee and the second
		*
	(Remainder of pa	ge left blank intentionally)

Revised 09-22-2015

## Registration Complete! Thank you for your payment.

Your PWCR registration and payment were submitted on . If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

Registration for Fiscal Year: 2017

PWC Registration Number: 1000029219

Contractor Legal Name: PAUL KIZ

Contractor Legal Entity: Sole Proprietor

Payment Amount: \$300.00

Payment Method: AMEX

Payment Confirmation Number: AAYFX6TD8PPC5



## ATTACHMENT G

#### WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

Withholding Exemption Certificate  (This form can only be used to sertify exception from nonresident withholding under California RATC Section 18802. This form cannot be used for examplion from visite withholding.)	590
File this form with your withholding agent.  (Places type or print)	
Vandorffeyoo's name  Wandorffeyoo's name  Wandorffeyoo's Construction  Wan	e to fundate your testion number will this cartificate void, ' ylime telephone no.
Olly a State ZIP Code	157771
Cornicional CA 9568  I eartify that for the reasons cheated below, the entity or instricted named on this form is exempt from the California withholding requirement on payment(s) made to the entity or individual. Read the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing check the bilineing corefully each check the bilineing corefully each check the bilineing corefully each check the bilineing check the	Income tex ox that applies to
[3] 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 limit inform the withholding agent. See instructions for Form 890, General information D, for the definition of a re	s, I will promptly
Corporations: The above-named corporation has a permanent place of business in California at the address shown show through the California Secretary of State to do business in California. The corporation will withhold on payor source income to nonresidents when required, if the corporation seases to have a permanent place of business in California, I will promptly inform the withinking agent. See Instruction 600, General Information E, for the definition of permanent place of business.	or le qualified rents of Cellibrale need in Cellibrale religione for
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Limited Liability Companies (LLC):  The above-named LLC has a parmanent place of business in California at the address shown above or is re California Bacratary of State, and is subject to the laws of California. The LLC will file a California lax return on foreign and domastic normalidant members when required. If the LLC causes to do any of the above, it is inform the withholding agent.	and will withhold
Tax-Exempt Eintities:  The above-named entity is exempt from tex under California or faderal law. The tex-exampt entity will withtut of California source income to nonresidents when required. If this entity cases to be exempt from lax, I will the withholding agent.	old on payments I promptly inform
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 pla	n.
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CERTIFICATE: Please complete and sign below.	
Under penelties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true conditions change, I will promptly inform the withholding agent.	and correct. If
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Dave . 7/10/4016 11 UU AM Page: 1 of 2

Attachment 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### BLANKET ADDITIONAL INSUREDS -OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE Policy Number: NA103150703	Endorsement Effective: 8/4/2015	12:01 a.m.
Named Insured PAUL A KIZ, DBA: KIZ CONSTRUCTION	Countersigned By:	
so	HEDULE	

Name of Person of Organization:
Any person of organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.

Location:

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

- A. Section II Who is An insured is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to insee additional insureds, the following exclusion is added:
  - 2. Exclusions

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 site 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. The words "you" and "your" refer to the Named Insured shown in the Declarations.
- D. "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

Primary Wording
If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insurance of the insurance afforded to the named insured and shall not contribute

Walver of Subrocation
If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional incured per the larms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

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Page 1 of 1





#### ATTACHMENT J

#### SCOPE OF WORK

#### INSERT OR ATTACH HERE

(inserted scope or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000):

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Revised 05-17-2016



#### - Kiz Construction

#### PROPOSAL

5520 Tashi Bell Lane Carmichael, CA 95608 License# 775681 DIR# 1000029219 Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#	
07/14/2016	201627	

Name/Address: Olivehurst ES SDC 1778 McGowan Parkway Olivehurst, CA 95961

> Project Salesperson Terms

Olivehurst Wall Opening Paul Kiz
SDC Herschell Told Relds.

Qty 4	DESCRIPTION Furnish all labor and material to new wall opening as per Kirk S Brainerd's drawings and specs		k	TOTAL
	through.  As per walk through it was assumed there is no electrical in the wall electrical work needs to be don	, if any		\$ 6,800.00
	be on T&M.  Wall paper by others.			

TOTAL:\$ 6,800.00

Acceptance of Proposal:

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

paulking econcast. ret



# Optima Inspections Incorporated Certified OSHPD Level A - DSA Class 1 - ACIA - ICBO

## **Proposal for Add Services** Marysville Joint Unified School District

July 21, 2016

Ms. Cynthia Jenson Director of Facilities and Energy Management Marysville Joint Unified School District 1919 B Street Marysville, Ca. 95901

Dear Cynthia,

Optima Inspections Inc. would like to request additional services be added to our contract for the Lindhurst High School Quad Project. We are requesting an add of \$6,500 for the month of July and \$3,250 for the month of August.

This request is being made due to the extended duration and scope of the project.

Total addition requested is \$9,750.

Sincerely,

Donald A. Dumford Optima Inspections Incorporated Tax identification #45-4834836 DIR # 1000018834

District &

