



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on 10/11/2016 (Insert Board meeting date or ratification date), by and between Star Energy, Inc. hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

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

six thousand hundred fifty and 00/100 Dollars (\$ 6,050.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: c10 - electrical (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 10/12/2016 (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by January 31, 2017.

5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



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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:

☒ 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 886
☒ ATTACHMENT H - W9 Form
☒ ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
☒ ATTACHMENT J - Scope of Work
Purchase Order No. issued once approved

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

☒ 80-0472530
Employer Identification Number

License No: 621730 Classification: 6010 Expiration Date: 4/30/2018

(District Use Only: License verified by Cynthia Jensen Date: 9/21/2016)
Fill at time of preparation - DISTRICT STAFF ONLY

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury, I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above has been convicted of a felony as defined in Education Code 46122.1

Contractor Name: Star Energy Management, Inc.

Contractor Address: 8120 Lincoln Blvd. Ste. R
Oroville, CA 95965

Phone: 530 532 9250

Email: MATT BAKER <mbaker@sema>

Print Name: x Heather Baker

Title: x Controller

Authorized Signature: Heather Baker

District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services

Date: 10/14/2016
Board Approval Date

Contractor's License Detail for License # 621730

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

STAR ENERGY MANAGEMENT INC
6120 LINCOLN BLVD SUITE R
OROVILLE, CA 95966
Business Phone Number:(530) 532-9250

Entity Corporation
Issue Date 06/10/1991
Reissue Date 04/14/2010
Expire Date **04/30/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

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

Bond Number: LSM0170281

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

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

Effective Date: 04/14/2010

Workers' Compensation

This license has workers compensation insurance with the CALIFORNIA INSURANCE COMPANY

Policy Number: 4626533201

Effective Date: 02/15/2016

Expire Date: 02/15/2017

Workers' Compensation History

Miscellaneous Information

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04/14/2010 - LICENSE REISSUED TO ANOTHER ENTITY

Other

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

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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) of employee(s):

Alejandro Navaro
Jose Maria Ybarra
X Juan Vazquez
William Wilson
Marty Bruseau

Name(s) of employee(s):

Wayne Githahn
Robert Smith
Michael Smith
James Miller
Ruperto Perez

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

Dated: X 9/29/2016

Star Energy Management, Inc (Company)

X Heather Baker (Authorized Signature)

X Heather Baker (Print Name)

X Controller (Title)

(Complete only if pertinent)



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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 mistakes, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

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

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

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

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

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

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

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1726.5, 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



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

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the

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

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

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

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeship craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in 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 apprenticeship occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

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



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

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

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

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

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

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

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

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

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by 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



Marysville Joint Unified School District

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 confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 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 10/12/2016 (Insert date after board approval date or ratification date) consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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

x Heather Baker
Signature, Contractor's Authorized Representative
x Heather Baker
Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1880), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: 445 - Prep 39 Lighting Retrofits between the Marysville Joint Unified School District ("District" or "Owner") and Star Energy Management, Inc. ("Contractor" or "Bidder").

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

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

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

☒ The Contractor has complied with the fingerprinting requirements of Education Code Section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees have been convicted of a felony as defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code Section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the work site, that will limit contact between Contractor's employees and District pupils at all times; and/or

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

Name: Deanthu Baker

Title: Controller

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

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

☐ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited 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 serious felony.

X Supervisor's Name: Ron Birkhoff

X Tax ID Number (if applicable - do NOT include Social Security Numbers).
80-0472530

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

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

☐ Other, describe:

DISTRICT

Signature: [Signature]

Title: Director of Facilities and Energy Management Date: 10/11/2016

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)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: LHS Prop 39 Lighting Retrofits
between Marysville Joint Unified School District (the "District" or the "Owner") and
Star Energy Management, Inc. (the "Contractor" or the "Bidder").

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

Date: x 9/29/2016
Proper Name of Contractor: x Star Energy Management, Inc.
Signature: x Heather Baker
Print Name: x Heather Baker
Title: x Controller

(Remainder of page left blank intentionally)

Attachment E/F



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Go to Search

[Home](#) [Labor Code](#) [Current & Future](#) [Contract Search](#) [Business](#) [Regulations](#) [Public Works](#) [Contact](#)

Public Works

Public Works Contractor (PWC) Registration Search

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

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

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

Search

Search Results

2 registered contractors found, displaying all registered contractors: 1

Details Legal Name

View TRUSTAR ENERGY

View STAR ENERGY MANAGEMENT, INC.

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HEATHER@STARENERGYINC.COM

1000008154 Contractor Details

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name	Legal Entity Type
STAR ENERGY MANAGEMENT, INC.	CORPORATION
Registration Number	Registration Date
1000004232	06/17/2015
Trade Name	Expiration Date
RANCHO CUCAMONGA	06/30/2016
STAR ENERGY MANAGEMENT, INC.	
1000008154	07/10/2015
BUTTE OROVILLE	06/30/2016
License Number(s)	v2.20160101
CSLB :621730	

Mailing Address

6120 LINCOLN BLVD., SUITE G
OROVILLE, CA 95966

Physical Address

6120 LINCOLN BLVD., SUITE G
OROVILLE, CA 95966

Email Address

HEATHER@STARENERGYINC.COM

145

2015 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

Star Energy Management Inc

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

800472536

Address (apt./ste., room, PO Box, or PMB no.)

6120 Lincoln Blvd. Suite G

City (If you have a foreign address, see instructions.)

Oroville

State ZIP Code

CA 95966

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

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

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

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

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

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

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print) Heather Baker Telephone (530) 534 5489Payee's signature Heather Baker Date 5-6-16

**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.
Star Energy Management, Inc.

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

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

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

5 Address (number, street, and apt. or suite no.)
6120 Lincoln Blvd., Suite G

6 City, state, and ZIP code
Oroville, CA 95966

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
____ - ____ - ____

or
Employer identification number
8 0 - 0 4 7 2 5 3 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **Deather Baker** Date ▶ **3-7-2016**

General Instructions

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORESEMENT

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

(Remainder of page left blank intentionally)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2016

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

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

PRODUCER Mainline Insurance Servic P.O. Box 120640 Chula Vista CA 91912	CONTACT NAME: Michael Jones	FAX (A/C, No.): (877) 467-6610	
	PHONE (A/C, No, Ext): (888) 467-6612	E-MAIL ADDRESS: mjones@mainline-ins.com	
INSURED Star Energy Management Inc. 6120 Lincoln Blvd Ste G Oroville CA 95966-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: California Insurance Co.		36056
	INSURER B: Kemper Auto Insurance		36951
	INSURER C: Crum & Forster		02351
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	EPK-113390	06/28/2016	06/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	3962358	01/29/2016	01/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		EFX-105794	06/28/2016	06/28/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46-265332-01-01	02/15/2016	02/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			EPK-113390	06/28/2016	06/28/2017	Aggregate 2,000,000
C	Professional Liability			EPK-113390	06/28/2016	06/28/2017	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Marysville Joint Unified School District has been added as additional insured in respects to general liability.

CERTIFICATE HOLDER**CANCELLATION**

AI 012642

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 149

Fax: () -

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Marysville Joint Unified School District

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):

see attached proposals (interior and exterior lighting retrofits with rebates included in pricing)

[The following area contains multiple horizontal lines, likely for additional text or proposals.]

attachment "J"



Energy Efficiency Proposal

Prepared For:

Lindhurst Cobra Heads

1919 B St.
Marysville, CA 95901

Consultant: Matt Baker

Star Energy Management
6120 Lincoln Ave Ste G
Oroville, CA 95966

L

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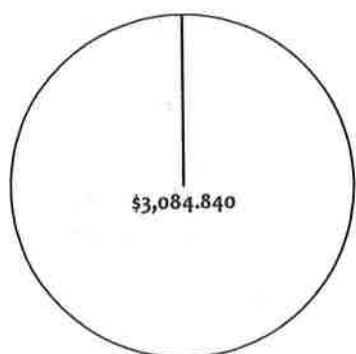
Pg 1 of 6

Lindhurst Cobra Heads Usage Summary

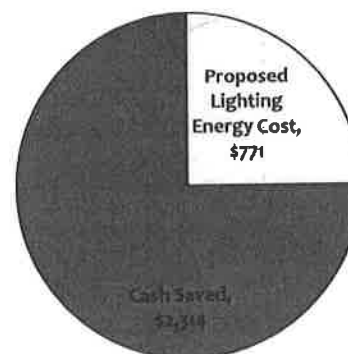


Quantity of Fixtures Surveyed			10
Quantity of Recommended Modifications			10
Current Lighting Energy Consumption: kWh			18,696
Current Lighting Energy Cost:	0.165 per kWh	\$	3,085
Current Lighting Load: kW			4.56
Proposed Energy Consumption: kWh			4,674
Proposed Lighting Energy Cost:	0.165 per kWh	\$	771
Proposed Lighting Load: kW			1.14

Current Lighting Energy Cost:



Utility Bill After Retrofit



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Lindhurst Cobra Heads
Economic Summary



Energy Savings Analyses

Annual Energy Savings: kWH		14,022
Estimated Annual Savings		
Lighting Energy Savings	\$	2,313.63
Air Conditioning Savings*	\$	-
Maintenance Savings*	\$	128.03
Total Annual Savings	\$	2,441.66
Total Monthly Savings	\$	203.47
Energy Avoidance %		75.00%

Implementation Expense

Project Cost	\$	6,750
PG&E Rebate	\$	(700)
Net Project Cost	\$	6,050

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Lindhurst Cobra Heads

Economic Summary



Cash Flow Analyses (Lighting Savings Only)

Cash Flow Payback Period (in years)		2.61
Estimated Monthly Lighting Savings	\$	192.80

Environmental Impact

Reduced Air Pollution

	1-Year	5-Year	7-Year	10-Year
Pounds of Carbon Dioxide Emissions	17,275	86,376	120,926	172,751
Pounds of Sulfur Dioxide Emissions	82	409	572	817
Pounds of Nitrogen Oxides Emissions	36	181	253	362

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Lindhurst Cobra Heads
 Marysville, CA 95901
 9.23.2016

Facility Fixture Location Spreadsheet



MB.LindhurstCobraHeads_PCE 9/23/2016

MS LindhurstCobraHeads PGE 9-23-2016

Existing Equipment							Proposed Energy Efficient Solution												
Area Description		Qty	Fixture Type	Fixture Description	AHO	Watts Fixture	Existing KWh	Count	ECM Measure	Measure Description	Watts Fixture	O/S % On	AHO	ECM KWh	Annual Savings KWh	Annual Savings \$\$\$	Annual Savings KW	Existing KW	Proposed KW
1	Northeast Parking Lot	10	M/H Cobra Head	400 Watt Metal Halide	4100	456	18,696	10	LED11	Install E-Lite Star LED Cobrahead 134 Watt MDLRESU-DA015MU3242M-1050	114	1.00	4100	4,674	14,022	2,313.63	3.42	4.56	1.14
2																			
3																			
4																			
5																			
		10					18,696	10						4,674	14,022	2,314	3.42	4.56	1.14

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License # 621730

Customer Proposal/Agreement

Facility Information	Billing Information	Proposal Date	9.23.2016
Undhurst Cobra Heads		Project Cost**	\$ 6,750
1919 B St.		PG&E Rebate	\$ 700
Marysville, CA 95901		Net Project Cost	\$ 6,050
Contact: Cynthia Jensen		Account Specialist:	Matt Baker
Telephone: (530)749-6151		Proposal Number:	MB.UndhurstCobraHeads_PGE_9.23.2016
Fax: (530)741-3718			
Email: cjensen@mjud.com			

Cash Purchase

30% due on signing	\$	1,815
Balance due on completion	\$	4,235

This Proposal is confidential and proprietary and not to be shared with any third-party without the expressed permission of Star Energy Management.

Purchase Agreement

I agree to purchase the agreed upon energy-efficiency equipment detailed in the itemized Facility Report. It is understood that actual project savings and rebate amounts may vary. Star Energy will bill the operating utility and accept on assignment of rebates if this option is chosen. I will assist SEM in a timely manner to complete all necessary rebate incentive paperwork. Fixture and equipment counts are as shown in the Report Summary. Any difference from the actual count will result in a credit/charge based on the original price quoted. I understand that if the facility is not in compliance with applicable building codes, SEM is not obligated to install energy efficiency measures. I will not hold SEM responsible for any preexisting problems at the site, including but not limited to toxic or hazardous material found at the facility, roof leaks, or other structural problems. During installation I will keep aisles clear and remove all obstructions not previously identified during the facility audit process. I understand should SEM need to take special measures to clear aisles and remove obstructions not previously identified during the facility audit process, additional installation charges may apply. This proposal includes the standard insurance coverage and warranties. Customer-related requirements for additional insurance, bonding, prevailing wage, and warranties will be added to Project Cost.

Disposal Policy

All removed lamps, ballasts and fixtures shall be the responsibility of SEM, and shall be disposed of in an environmentally friendly manner in accordance with all federal, state & local regulations.

Warranty Policies and Replacement Program

Within 365 days of installation SEM will replace free of charge any defective lamp, ballast, fixture or other equipment installed at this facility. After 365 days of installation SEM will assist the customer in understanding the applicable manufacturer's product warranty options associated with defective product parts. SEM will honor specific warranties associated with specific utility rebate programs.

Payment Policy

Finance charges at the rate of 1 1/2% per month (annual percentage rate 18%) will be charged on past due balances. Such finance charges, if any, begin accruing and become due and payable 10 days after the payment is due unless otherwise specified. Should any litigation be commenced between the parties to this agreement or the rights and duties of either in relation thereto, the party in such litigation, shall be entitled in addition to such other relief as may be granted in litigation, to a reasonable sum as and for his attorney's fees in such litigation or in a separate action brought for that purpose. Any default in payment of the part of the customer shall result in the entire remaining balance becoming immediately due. This instrument constitutes the sole and only agreement between the parties, and correctly sets forth the obligations of each other as of its date. Any agreements or representations, oral or written, express or implied, not expressly set forth in this instrument are null and void. This agreement and all amendments thereto may be executed in several counterparts and shall endure to the benefit of the heirs, executor, administrators, successors and assigns of the parties thereto. Time is expressly declared to be the essence of this agreement. The parties agree that any litigation that should arise shall be litigated in Butte County, CA.

X

Print Name

Star Energy Management Inc

date

date

9-29-16

tel: 530.532.7535



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on 10/11/2016 (Insert Board meeting date or ratification date), by and between B+A, At Your Service HVAC hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

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

six thousand hundred and 00/100 Dollars (\$ 6,000.00)

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

- Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C38-Refrigerant; C20 HVAC (add applicable to trade).

- (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/CheckLicense/CheckLicense.aspx>).

- This contract shall commence upon Board approval as of 10/12/2016 (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by February, 28th, 2017.

- SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

<input checked="" type="checkbox"/> Noncollusion Affidavit	<input checked="" type="checkbox"/> ATTACHMENT F - Proof of Contractor Annual Registration with DIR
<input checked="" type="checkbox"/> ATTACHMENT A - Contractor Certification Form	<input checked="" type="checkbox"/> ATTACHMENT G - Withholding Exemption Certificate - CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT B - Terms and Conditions (5 pages)	<input checked="" type="checkbox"/> ATTACHMENT H - W9 Form
<input checked="" type="checkbox"/> ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/> ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate	<input checked="" type="checkbox"/> ATTACHMENT J - Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification	Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☒ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

Employer Identification Number _____

License No: 992595 Classification: 03/31/2018 Expiration Date: 03/31/2018

(District Use Only: License verified by Cynthia Jense Date: 9/22/2016)
 Fill at time of preparation - DISTRICT STAFF ONLY

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

Contractor Name: At Your Service HVAC

Contractor Address: PO Box 1145

Yuba City CA 95992

Print Name: Bryan Terwater

Title: Owner

Authorized Signature: [Signature]

District Acceptance: 1
Ryan DiGiulio, Assistant Superintendent of Business Services

Phone: 530 755 2248

Email: atyourserviceheatcool@gmail.com

Date: _____
 Board Approval Date

Contractor's License Detail for License # 992595

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

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

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

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

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

Business Information

B&A AT YOUR SERVICE

P O BOX 1146

YUBA CITY, CA 95992

Business Phone Number:(530) 755-2246

Entity Corporation

Issue Date 05/02/2014

Reissue Date 03/14/2016

Expire Date 03/31/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

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

C38 - REFRIGERATION

Bonding Information

Contractor's Bond

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

Bond Number: 236304

Bond Amount: \$15,000

Effective Date: 03/14/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRYAN EDMUND TARWATER 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: 03/14/2016

Workers' Compensation

This license has workers compensation insurance with the PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD

Policy Number:57WECGH0601

Effective Date: 09/06/2016

Expire Date: 09/06/2018

Workers' Compensation History

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Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Bryan Tarwater
Colton Patrick

Name(s) of employee(s):

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

Dated: _____ A+B At Your Service HVAC _____ (Company)

 (Authorized Signature)

Bryan Tarwater _____ (Print Name)

Owner _____ (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1778 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 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



Marysville Joint Unified School District

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the

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

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

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

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

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

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



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restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon 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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by 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



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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, 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 10/12/2016 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

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


Labor Code section 3700 in relevant part provides:

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

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

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

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


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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Prop 39 MCAA - Install three district purchased Bard between the Marysville Joint Unified School District ("District" or "Owner") and B+A At Your Service HVAC ("Contractor" or "Bidder").

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

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

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

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

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

X 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:

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

 Other, describe:

DISTRICT

Signature: *[Signature]* Title: Owner Date: 09.23.2016

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)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Prop 39 MCAA - Install three district purchased Bard U.nits
between Marysville Joint Unified School District (the "District" or the "Owner") and
A+B At Your Service HVAC (the "Contractor" or the "Bidder").

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

Date: 09.23.2016

Proper Name of Contractor: B + A At Your Service

Signature: [Handwritten Signature]

Print Name: Bryan Tarwater

Title: Owner

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

3248016

Registration Payment Success



by:op:at:1:00:00:00:00

Department of Industrial Relations
Division of Labor Standards Enforcement

Thank you for your payment.

Payment Confirmation Number: 4F2ZD8200MPC1

Registration Number: 1000010000

Contractor Name: B + A AT YOUR SERVICE

*** NOTICE: If paying by ACH/EFT, please allow up to 7 days for processing. ***

[Return to Public Works Homepage](#)

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attachment "G"

YEAR 2014 **Withholding Exemption Certificate** **590**

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

BRYAN TARWATER

☐ SSN or TIN ☐ FEIN ☐ CA Corp no. ☐ CA EOE no. no.

Address (apt./flat, room, PO Box, or PMS no.)

1671 EDGEMOOD CT

City (If you have a foreign address, see instructions.)

YUBA CITY 95991

State ZIP Code

CA 95991-

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☒ **Individuals — Certification of Residency:**

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

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or limited liability companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 (insert letter) or Internal Revenue Code Section 501(c) (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

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

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

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

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print) Bryan Tarwater, owner Telephone (530) 755-2248

Payee's signature [Signature] Date 3/24/2015



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORESEMENT

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

(Remainder of page left blank intentionally)

on file



Marysville Joint Unified School District

ATTACHMENT J

SCOPE OF WORK

INSERT OR ATTACH HERE

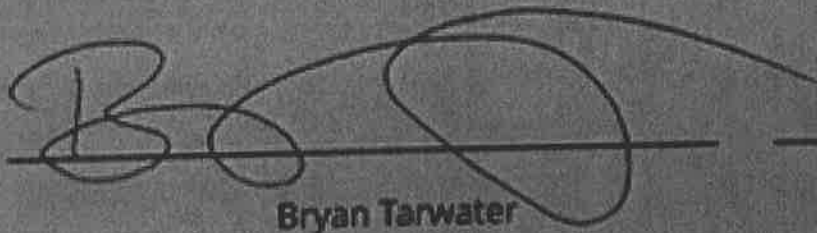
**(inserted scope or attached proposal must state at prevailing wage for all services
\$1,000 or above but under \$15,000):**

*Estimate 000337 Dated 9/12/2016 - See attachment.
for details.*

END OF DOCUMENT

**Marysville School District Prop 39****EEP****1919 B Street
Marysville, Ca 95901****At Your Service Heating And Cooling****P.O. Box 1145
Yuba City, Ca 95992****(530) 434-8555
(530) 741-6000****Phone: (530) 755-2248****Email: atyourserviceac.com****Fax: (530) 755-2248****Web: atyourserviceac@yahoo.com LIC#992595****Estimate #****000337****Date****09/12/2016****Description****Total****Installation of Bard wall A/C units.****\$6,000.00**

Install 5 each new Bard wall A/C units, labor only installing customer supplied units. We will remove old units and install new bard wall units, Qty 2-3 ton units and qty 3- 3.5 ton units. We will provide material for sealing units and fuses. Customer responsible for purchasing units and disconnects. wages are to be paid prevailing wage per county standards and reported.

Subtotal**\$6,000.00****Total****\$6,000.00**
Bryan Tarwater**Marysville School District Prop 39 EEP****175**



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on October 11, 2016 (Insert Board meeting date or ratification date), by and between B+A; At Your Service HVAC hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

three thousand seven hundred fifty and 00 /100 Dollars (\$3,750.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C20 HVAC and C38 Refrig (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/CheckLicense/CheckLicense.aspx>).

4. This contract shall commence upon Board approval as of 10/12/2016 (insert date after Board approval date or ratification date) with work to be completed within Thirty (30) consecutive days and/or by November 10, 2016.

5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

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

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☒ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

Employer Identification Number _____

License No: 992595 Classification: 02/08 Expiration Date: 03/31/2018

(District Use Only: License verified by Cynthia Jensen Date: 9/23/2016)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: At Your Service HVAC

Contractor Address: PO Box 1145
Yuba City CA 95992

Phone: 530 755 2248
 Email: atyourserviceheatcool@gmail.c

Print Name: Bryan Tarwater
 Title: Owner

Authorized Signature: [Signature]

District Acceptance: 1
Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date

Contractor's License Detail for License # 992595

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

B&A AT YOUR SERVICE
P O BOX 1145
YUBA CITY, CA 95992
Business Phone Number:(530) 755-2248

Entity Corporation
Issue Date 05/02/2014
Reissue Date 03/14/2016
Expire Date 03/31/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C38 - REFRIGERATION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.
Bond Number: 235304
Bond Amount: \$15,000
Effective Date: 03/14/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRYAN EDMUND TARWATER 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: 03/14/2016

Workers' Compensation

This license has workers compensation insurance with the PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD
Policy Number:57WECGH0801
Effective Date: 09/05/2015
Expire Date: 09/05/2016
Workers' Compensation History

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Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

BRYAN TARWATER
COLTON PATRICK

Name(s) of employee(s):

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

Dated: _____ A+B At Your Service HVAC _____ (Company)

 (Authorized Signature)

Bryan Tarwater (Print Name)

Owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime



Marysville Joint Unified School District

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the

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

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

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

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

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

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



Marysville Joint Unified School District

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



Marysville Joint Unified School District

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:

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by 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



Marysville Joint Unified School District

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, 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 10/12/2016 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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


Signature, Contractor's Authorized Representative

Bryan Tarwater

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

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

(Remainder of page left blank intentionally)




Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Prop 39 MCAA - Install three district purchased Bard  between the Marysville Joint Unified School District ("District" or "Owner") and B+A At Your Service HVAC ("Contractor" or "Bidder").

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

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

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

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

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

Name: Bryan Tarwater

Title: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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

X 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:

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

Other, describe:

DISTRICT

Signature:  Title: Owner Date: 09.23.2016

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)



Marysville Joint Unified School District

ATTACHMENT E


PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Prop 39 MCAA - Install three district purchased Bard U.nits
between Marysville Joint Unified School District (the "District" or the "Owner") and
A+B At Your Service HVAC (the "Contractor" or the "Bidder").

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

Date: 09.23.2016

Proper Name of Contractor: B + A At Your Service

Signature: 

Print Name: Bryan Tarwater

Title: Owner

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

3/24/2016

Registration Payment Success



Division of Industrial Relations

Department of Industrial Relations
Division of Labor Standards Enforcement

Thank you for your payment.

Payment Confirmation Number: 4FZZX0Z08MPC1

Registration Number: 1000016603

Contractor Name: B + A AT YOUR SERVICE

*** NOTICE: If paying by ACH/EFT, please allow up to 7 days for processing. ***

[Return to Public Works Homepage](#)

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attachment "G"

YEAR

CALIFORNIA FORM

2014 Withholding Exemption Certificate

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The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

BRYAN TARWATER

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO Box, or PMB no.)

1671 EDGEWOOD CT

City (If you have a foreign address, see instructions.)

YUBA CITY 95991

State ZIP Code

CA 95991-

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☒ Individuals — Certification of Residency:

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

☐ Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Partnerships or limited liability companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

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

☐ California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print)

Bryan Tarwater, owner

Telephone (530) 755-2248

Payee's signature



Date 3/24/2015



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORESEMENT

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

(Remainder of page left blank intentionally)

Attachment "J"

ESTIMATE



Marysville School District.

1919 B Street
Marysville, Ca 95901

At Your Service Heating And Cooling

P.O. Box 1145
Yuba City, Ca 95992

Phone: (530) 755-2248
Email: atyourserviceac.com
Fax: (530) 755-2248
Web: atyourserviceac@yahoo.com LIC#992595

(530) 434-8555
(530) 741-6000

Estimate # 000344
Date 09/23/2016

Description	Total
Installation of customer supplied Bard wall units.	\$3,750.00
Install 3 each new Bard wall units provided by customer. Remove old units and lift new units into place and bolt in place. Tie into existing high and low voltage. Install customer provided heat strips if applicable. Install new disconnect where needed per code and new fuses. Install condensate piping. Install new customer supplied thermostats and start ups performed on units to test heating and cooling. The labor includes prevailing wage pay.	

PROP 39 FUNDS

Subtotal	\$3,750.00
Total	\$3,750.00

Marysville School District.

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CONTRACT SERVICES AGREEMENT
(SEED MECHANICAL, INC. – Functional Testing for the Lindhurst High School A and E buildings)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 11th day of October 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and SEED Mechanical, Inc., a California Corporation. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 **TERM:** This Agreement shall have a term valid through **April, 10, 2016** commencing upon **Board approval anticipated on October 11, 2016**. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **upon completion and upon submittal of a correct and valid invoice with terms of net 45 days thereafter** (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **Twenty Four Thousand Eight Hundred Sixty Dollars and 00/100 (\$24,860.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent or designee. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded

calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30) calendar days** of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-FIVE (45) calendar day** of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to

CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.
- 2.11. COMPLIANCE WITH LABOR CODE PROVISIONS: CONTRACTOR and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than one and one-half (1½) times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 - B. Pursuant to the provisions of California Labor Code, Sections 1770 *et. seq.*, the CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2. The CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the office of the DISTRICT Secretary, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
 - C. As required by Section 1773.1 of the California Labor Code, the CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

- D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments whenever filed thirty (30) days prior to the call for bids.
- E. The CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the DISTRICT, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- F. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation to the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the CONTRACTOR. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each CONTRACTOR shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated. The CONTRACTOR shall inform the DISTRICT of the location of the records including the street address, DISTRICT, and shall, within 5 working days, provide a notice of change of location and address. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTORS must comply with Section. In the event that the CONTRACTOR fails to

comply within the 10-day period, he or she shall, as a penalty to the state or the DISTRICT, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Section lies with the CONTRACTOR.

- iv. The CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site 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; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Agreement rests with the CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event the CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, the CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the CONTRACTOR, in the sole discretion of the DISTRICT satisfies the DISTRICT of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. The CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Agreement will not be issued, and the CONTRACTOR shall not commence work, until the CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the CONTRACTOR in signing this Agreement certifies to the DISTRICT as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the CONTRACTOR and submitted to the Construction Manager for the DISTRICT's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the DISTRICT, before making payment to the CONTRACTOR of money due under a contract for public works, shall withhold and retain there from all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the DISTRICT.

2.12 WARRANTY.

- A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.
- B. CONTRACTOR shall transfer to DISTRICT all of CONTRACTOR's rights to and interest to any and all manufacturers' warranties or guarantees for any equipment or fixtures installed by CONTRACTOR in the performance of this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. CONTRACTOR shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. CONTRACTOR shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT starts using the equipment or fixtures. All manufacturers' warranties or guarantees shall be in addition to the CONTRACTOR's warranty set forth under Section 2.14(A), above or Section 2.14(C), below.
- C. In addition to all manufacturers' warranties and all other warranties implied by law, CONTRACTOR warrants that all equipment and fixtures installed in the performance of this Agreement shall conform to the Scope of Work and any additional plans, drawings or specifications incorporated into this Agreement. CONTRACTOR further warrants that all equipment and fixtures installed by CONTRACTOR shall be merchantable; of good workmanship and material; and free from defect.

2.13 SAFETY: CONTRACTOR shall comply with all workplace safety measures as may be required by applicable federal, State or local laws so as to safeguard against injury to persons or damage to property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable federal, State and local rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed, including but not limited to:

- A. Adequate life protection and lifesaving equipment and emergency procedures;
- B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
- C. Adequate facilities for the proper inspection and maintenance of all safety measures.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- C. Professional Liability – Errors and Omissions: CONTRACTOR shall procure and maintain Errors and Omissions Insurance covering for all applicable scope. CONTRACTOR shall maintain minimum limits of no less than the completed value of the Work. The Builders'/All Risk Insurance shall provide that the DISTRICT be named as loss payee. In addition, the insurer shall waive all rights of subrogation against DISTRICT.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the

provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar

days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing

that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
SEED Mechanical, Inc.
PO Box 6071; 760 Mays Blvd. #16
Incline Village, NV 89450
Attn: Stephen Witek, Owner
Phone: (775) 831-2532
Email: stephenwitek@seedtahoe.com

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: **Ryan DiGiulio, Asst. Supt., Business Services**
Phone: (530) 749-6115
Email: rdigiulio@mjuds.com

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio, Assistant Superintendent,
Business Services

**SEED Mechanical, Inc.
A CALIFORNIA CORPORATION:**

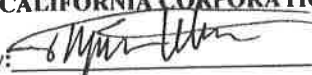
By:  _____
Name: Stephen Witek
Title: Owner

EXHIBIT A
SCOPE REQUIREMENTS

Exhibit "A"



SEED, Inc.
SUSTAINABLE
ENVIRONMENT
ENGINEERED
DESIGN

P.O. Box 6071
760 Mays Boulevard #16
Incline Village, NV 89450
Phone: 775-831-2532
Fax: 866.613.8245
www.seedtahoe.com

SCOPE PROPOSAL

Project# 15001

Date: 9/19/16

RGA

Rainforth Grau Architects

1. Project Address: Lindhurst High School, Marysville CA
2. Project Description: Partial Commissioning of 2 of the buildings on campus to achieve report about how to run the existing system most efficiently, and what a new replacement system might look like. The scope is NOT inclusive of ALL services that would be required to meet the highest level of LEED, but is meant to achieve mechanical engineering goals. This scope is provided for building A and E on the campus only.

3. Scope of Inclusive Services:

Functional Performance Testing - During the acceptance phase of the system commissioning process, functional performance tests, and other acceptance procedures will take place. Functional performance testing will be conducted in accordance with SEED's commissioning plan and will include at minimum envelope, HVAC, and process equipment & controls..

The objectives of the HVAC commissioning process in the acceptance phase are to (a) verify the accuracy of any balance report, (b) verify that the HVAC system complies with the original contract documents, (c) establish an as-built record of the HVAC system performance, and (d) review the as-built records. Functional performance testing will demonstrate the performance of the HVAC system. The scope of functional performance testing covers the entire HVAC installation, from central equipment for heat and cold generation through distribution of HVAC services to each conditioned space. It includes measured capacities, effectiveness of operation, and all control functions. At the end of the functional performance tests, the documentation should include all of the performance data for the entire HVAC system for each mode of operation. Conflicts identified during the acceptance phase shall be addressed and resolved to the owner's satisfaction by future contractors. Operations and maintenance personnel should be made available to observe all verification and functional performance tests. At the end of the acceptance procedures, the HVAC system will have been proved and documented to be operational and performing in accordance with the contract documents. This would include all normal operational modes, as well as abnormal or emergency conditions.

After the field verification process, SEEDInc will deliver a Cx Findings preliminary report which will include a punchlist for contractors. The owner will also be included in this correspondence. All punchlist items must be addressed prior to the Commissioning Report being issued.

Commissioning Report - Commissioning Agent will provide a summary report of all commissioning activities, installation and testing results, system installation deficiencies and resolutions, and expected energy savings. Expected energy savings will be calculated based as the as-installed deficient condition when compared to the repaired condition.

Meetings – SEED Inc. intends on holding 1 scoping meeting to discuss roles and responsibilities prior to the project beginning. Six meetings should cover the time required in the field, however poor installation, may provide reason to adjust SEED's fees based on \$160 per hour.

Not included in this scope but available

Occupant Comfort Evaluation – Evaluate the existing comfort conditions in the building. By providing a detailed list of questions to the existing occupants, we gain another tool to help us diagnose the building and its possible energy uses and failures. The data is collected, graphed, and summarized in a report. This Alternate will be conducted in accordance with the Thermal Comfort: Verification LEED credit requirements.

M&V Services

Measurement and Verification of systems through a multiple year study that compares actual building energy use with the predicted amount from design. The service includes reports for the owner that assess the major energy users and recommends adjustments to address differences and issues.

4. Definitions:

Cx - commissioning

Consultant: SEED, Inc., a Nevada Corporation located at 760 Mays Boulevard #16, Incline Village, NV 89450.

5. General Provisions:

The Consultant shall not have any duties or responsibilities for any other part of the project as described in "Scope of Inclusive Services".

The Consultant is an independent contractor to perform the services listed under "Scope of Inclusive Services", and is responsible for the methods and means used in performing those services, and is not an employee, agent, or partner of the Owner.

The Owner shall be the general administrator of professional services for the project, and shall facilitate the exchange of information among all consultants in a timely manner for coordination of the project.

6. Additional Responsibilities:

The Consultant shall designate appropriate investigations, surveys, tests, analysis, information, data, and reports to be obtained as necessary for the proper execution of the Consultant's services. The Owner shall provide such information in a timely manner to finish such work.

The Consultant's representative for the project shall be Stephen R. Witek P.E.

The Consultant shall provide copies of drawings specifications and other documents to the Owner as detailed below in the "Design Process".

The Consultant shall not be responsible for the acts of omissions of the Architects, Architect's consultants, contractors, subcontractors, their agents or employees, or other persons performing any of the work.

The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The Owner and Consultant shall agree

upon a mutually accepted schedule to perform these services. The Consultant shall not be responsible for delays beyond the Consultant's control.

7. Design Process:

A. Schematic Design.

The Consultant and Owner shall ascertain the requirements for the project. The Owner and Consultant shall review alternative mechanical systems, attend one (1) design development meeting unless agreed upon by both parties to forgo the meeting, and prepare necessary analysis materials. The Consultant shall make recommendations regarding basic systems. The Consultant shall be available to consult with public agencies.

The Owner shall furnish detailed layouts showing location of connections and tabulations giving sizes, loads, pressures, volumes, flow, and temperatures of all connections to public utilities and/or and other buildings not designed by the Consultant.

The Owner shall furnish detailed layouts, equipment documents, and information required for design showing the locations and tabulations for any equipment that is furnished by the owner.

B. Design Development.

The design development drawings shall consist of a set of drawings that include equipment components, systems, and types of construction or installation as may be appropriate. The Consultant and Owner shall attend one (1) design development meeting unless agreed upon by both parties to forgo the meeting

C. Construction Documents.

The Consultant shall provide review of all design documents.

D. Contract Administration.

The Consultant's responsibility to provide contract administration services under this agreement commences with the award of the initial contract for construction and terminates at the issuance to the owner of the final certificate of payment. However, the Consultant shall be entitled to a change in services in accordance with this contract under the "Change in Services" section.

The Consultant shall visit the site as described in the scope of services during appropriate intervals of the construction process. However the consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity for the work completed. The Consultant shall not have control or responsibility over construction means, methods, techniques, sequences, procedures, or safety precautions. The Consultant shall not be responsible for the contractor's failure to perform the required work to assemble a working system that meets the local building codes.

The Consultant shall provide interpretations of the contract upon written request of the Owner.

8. Change in Services:

Change in service of the Consultant other than a change required to bring the project within a budget (if proposed before this contract begins) for the cost of work, including services of sub-

consultants, may be accomplished after the execution of this agreement, without invalidating this agreement, if mutually agreed in writing. Except for change due to the fault of the Consultant, a change in service shall entitle the Consultant to an adjustment in compensation.

9. Cost of Work:

10. Instruments of Service:

Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are instruments of service for use solely with respect to this project unless otherwise provided; the Consultant shall be deemed the author and owner of the Consultant instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this contract the Consultant grants the Owner a non exclusive license to reproduce the Consultants instruments of service for purposes of designing, administering, using, and maintaining the project, provided the Owner shall comply with all obligations, including prompt payment of all sums when due, under this agreement. Such license shall permit the Owner to extend such services to the owner and the owner's contractors and consultants. Any termination of this agreement shall terminate this license, and require the all reproductions to be returned to the Consultant within seven (7) days.

11. Dispute Resolution:

Any claim, dispute, or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The mediation process shall comply with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

If a resolution is not determined by mediation then the claim, dispute, or other matter shall be subject to arbitration, unless both parties agree otherwise. Arbitrations shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

12. Termination:

Either party may terminate this agreement should the other party fail to substantially perform in accordance with the terms of this agreement.

If the Owner fails to make payment to the Consultant, such failure shall be considered substantial non performance and cause for termination or, at the Consultant's option, cause for suspension of performance of services. The Consultant shall give written notice to the Owner as to the cause of suspension of services or termination of contract.

If the project is suspended for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to notice of suspension. When the project resumes, the Consultant shall be compensated for expenses incurred due to the interruption and resumption of services. The Consultant's fees for the remainder of services and time shall be equitably adjusted.

If the project is suspended for more that ninety (90) consecutive days, the Consultant may terminate this contract at his discretion.

Termination may involve additional expenses that are not included in this contract. These additional expenses shall be compensated plus an amount anticipated for profit on the value of the services not performed.

13. Payment to the Consultant:

Payments to the Consultant for the agreed upon price shall be made monthly, and based upon the Consultant's invoice of services. Invoices shall be due on receipt and will be sent to the billing address of: PO Box 6071, Incline Village, NV 89450

14. Insurance:

The Owner and Consultant shall each provide insurance to protect themselves and claims arising from error, omissions, or negligent acts.

15. Basis of Compensation:

The Owner shall compensate the Consultant as follows:

Scope 1 - \$24,860

A handwritten signature in black ink, appearing to be "J. L. Smith", written over a horizontal line.



CONTRACT SERVICES AGREEMENT

(MID PACIFIC, ENGINEERING, INC. – Testing and Special Inspections for Lindhurst High School HVAC, Inc 2)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 11th day of October 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Mid Pacific Engineering, Inc., a California Corporation. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term valid through April, 10, 2016 commencing upon Board approval anticipated on October 11, 2016. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is upon completion and upon submittal of a correct and valid invoice with terms of net 45 days thereafter (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of Sixteen Thousand Eight Hundred Eighty One Dollars and 00/100 (\$16,881.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent or designee. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by

CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **THIRTY (30) calendar days** of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-FIVE (45) calendar day** of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Director of Facilities (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Stephen Witek to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;

- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.
- 2.11. **COMPLIANCE WITH LABOR CODE PROVISIONS:** CONTRACTOR and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than one and one-half (1½) times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 - B. Pursuant to the provisions of California Labor Code, Sections 1770 *et. seq.*, the CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2. The CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the office of the DISTRICT Secretary, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
 - C. As required by Section 1773.1 of the California Labor Code, the CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence

payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

- D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments whenever filed thirty (30) days prior to the call for bids.
- E. The CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the DISTRICT, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- F. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation to the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the CONTRACTOR. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each CONTRACTOR shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated. The CONTRACTOR shall inform the DISTRICT of the location of the records including the street address, DISTRICT, and shall, within 5 working days, provide

a notice of change of location and address. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTORS must comply with Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or the DISTRICT, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Section lies with the CONTRACTOR.

- iv. The CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeshipable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site 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; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Agreement rests with the CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event the CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, the CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the CONTRACTOR, in the sole discretion of the DISTRICT satisfies the DISTRICT of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. The CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Agreement will not be issued, and the CONTRACTOR shall not commence work, until the CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the CONTRACTOR in signing this Agreement certifies to the DISTRICT as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the CONTRACTOR and submitted to the Construction Manager for the DISTRICT's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the DISTRICT, before making payment to the CONTRACTOR of money due under a contract for public works, shall withhold and retain there from all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the DISTRICT.

2.12 WARRANTY.

- A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.
- B. CONTRACTOR shall transfer to DISTRICT all of CONTRACTOR's rights to and interest to any and all manufacturers' warranties or guarantees for any equipment or fixtures installed by CONTRACTOR in the performance of this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. CONTRACTOR shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. CONTRACTOR shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT starts using the equipment or fixtures. All manufacturers' warranties or guarantees shall be in addition to the CONTRACTOR's warranty set forth under Section 2.14(A), above or Section 2.14(C), below.
- C. In addition to all manufacturers' warranties and all other warranties implied by law, CONTRACTOR warrants that all equipment and fixtures installed in the performance of this Agreement shall conform to the Scope of Work and any additional plans, drawings or specifications incorporated into this Agreement. CONTRACTOR further warrants that all equipment and fixtures installed by CONTRACTOR shall be merchantable; of good workmanship and material; and free from defect.

2.13 SAFETY: CONTRACTOR shall comply with all workplace safety measures as may be required by applicable federal, State or local laws so as to safeguard against injury to persons or damage to property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable federal, State and local rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed, including but not limited to:

- A. Adequate life protection and lifesaving equipment and emergency procedures;
- B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
- C. Adequate facilities for the proper inspection and maintenance of all safety measures.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00)

in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

C. Professional Liability – Errors and Omissions: CONTRACTOR shall procure and maintain Errors and Omissions Insurance covering for all applicable scope. CONTRACTOR shall maintain minimum limits of no less than the completed value of the Work. The Builders'/All Risk Insurance shall provide that the DISTRICT be named as loss payee. In addition, the insurer shall waive all rights of subrogation against DISTRICT.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.

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

IV. INDEMNIFICATION

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

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR

shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Mid Pacific Engineering, Inc.
2915 Innsbruck Drive, Suite A
Redding Ca 96003; and
840 Embarcadero Drive Ste. 20
West Sacramento, CA 95605
Attn: Bruce Siegalkoff
Phone: (530) 246 9499; (916) 927-7000
Email: dominicpotestio@midpacificeng.com

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Ryan DiGiulio, Asst. Supt., Business
Services
Phone: (530) 749-6115
Email: rdigiulio@mjusd.com

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

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

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

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____

Ryan DiGiulio, Assistant Superintendent,
Business Services

Mid Pacific Engineering, Inc.
A CALIFORNIA CORPORATION:

X By: _____

X Name: _____

X Title: _____

8171 LHS HVAC INC 2 EXHIBIT "A"

MPE

MID PACIFIC ENGINEERING, INC.

REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Cynthia Jensen
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

August 9, 2016

Proposal for Special Inspections and Testing
LINDHURST HIGH SCHOOL – HVAC REPLACEMENT INC. 2 – UNITS B & H
4446 Olive Avenue
Olivehurst, California
MPE No. 16-0274

As requested, our firm will provide special inspection and testing services during the Lindhurst High School HVAC Replacement project in Olivehurst, California. The purposes of our work will be to provide on-call materials special inspections and testing as required by the project plans and as directed by your representatives. Results of our work would be summarized in daily field reports following completion of the work.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. In preparing this cost estimate we reviewed the project plans. Our estimated fees for this project are \$16,881.

Billing for our work will be on a time and materials expense basis using the attached schedule of fees. Please be aware that the construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services. We will bill only for work actually performed on your project

It is emphasized that our representative will not act as supervisor of construction, nor will we direct construction operations. The contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety will be the sole responsibility of the contractors.

If this proposal is acceptable, please issue the appropriate authorization documents for us to proceed with the work.

Thank you for the opportunity to prepare this proposal. Please contact our office with any questions.

Mid Pacific Engineering, Inc.

Bruce Siegalkoff

Bruce Siegalkoff
Principal

Attachments: Budget Estimate
Schedule of Fees

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pg 15

8171 LHS
HMAC, INC. 2

SPECIAL INSPECTION & TESTING SERVICES
SCOPE & BUDGET ESTIMATE
LINDHURST HIGH SCHOOL – HVAC REPLACEMENT, OLIVEHURST, CA

Estimate assumes normal weekday work hours; no weekends or holidays.

EARTHWORK OBSERVATION AND INSPECTION:

Foundation Observation: 2 days @ 6 hours/day @ \$100/hour	=	\$	1,200
Dry Utility Trench Backfill: 2 day @ 6 hours/day @ \$100/hour	=	\$	1,200

PARKING LOT:

Subgrade Preparation: 2 days @ 6 hours/day @ \$100/hour	=	\$	1,200
AB Placement Testing & Inspection: 1 day @ 8 hours/day @ \$100/hour	=	\$	800
AC Placement Observation: 1 day @ 6 hours/day @ \$100/hour	=	\$	600

LABORATORY SOIL TESTING:

2 - ASTM 1557A Curves @ \$235 each	=	\$	470
1 - ASTM 1557C Curve @ \$235 each	=	\$	235

CONCRETE FLATWORK:

Subgrade Preparation: 2 days @ 6 hours/day @ \$100/hour	=	\$	1,200
Exterior Flatwork Subgrade: 1 day @ 6 hours/day @ \$100/hour	=	\$	600

CONCRETE TESTING AND INSPECTION:

Batch Plant Inspection: 1 day @ 6 hours/day @ \$100/hour	=	\$	600
Casting of Concrete Specimens: 2 days @ 6 hours/day @ \$100/hour	=	\$	1,200
Concrete Cylinder Transport: 3 days @ 3 hours/day @ \$100/hour	=	\$	900
Concrete Compression Tests: 15 tests @ \$30/each	=	\$	450

REBAR, EPOXY DOWELING AND EXPANSION ANCHORS:

Rebar Placement Inspection: 2 days @ 6 hours/day @ \$100/hour	=	\$	1,200
Epoxy Dowel Inspection: 1 day @ 6 hours/day @ \$100/hour	=	\$	600
Pull Testing Dowels and Anchors: 2 days @ 6 hours/day @ \$100/hour	=	\$	1,200

REINFORCEMENT MATERIALS TESTING:

Rebar Tensile Tests Up to #7 Bar: 1 test @ \$115 each	=	\$	115
Field Sampling and Tagging: 1 day @ 4 hours/day @ \$100/hour	=	\$	400

MILEAGE:

23 visits @ 74 miles per trip x \$0.55/mile	=	\$	936
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PROJECT ENGINEERING & ADMINISTRATION:

Project Engineer: 4 hours @ \$125/hour	=	\$	500
Interim Verified Report: 2 @ \$300 each	=	\$	600
Final Verified Report: 1 @ \$525 each	=	\$	525
Department of Industrial Relations Wage Reporting:	=	\$	150

TOTAL ESTIMATE	=	\$	16,881
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MPE

MID PACIFIC ENGINEERING, INC.
2016 DSA Prevailing Wage Schedule of Fees – Sacramento Office

LABOR	Rate per Hour
Field Testing and Inspection Technician	\$100
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$110
Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry)	\$120
Managing Technician	\$115
Laboratory Technician	\$75
Draftsperson	\$70
Staff Engineer/Geologist	\$100
Project Engineer/Geologist	\$125
Senior Engineer/Geologist	\$150
Principal Engineer	\$175

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

LABORATORY TESTING	Rate per Test
Soil and Aggregate	\$65
Absorption of Sand or Gravel	\$60
Aggregate Unit Weight	\$105
Aggregate Crushed Particles	\$165
Atterberg Limits	\$235
Compaction Curve	\$560
Consolidation Test	\$155
Corrosion Testing	\$150
Direct Shear Test	\$175
Durability	\$175
Expansion Index	\$230
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$110
Grain Size Analysis - Fine or Coarse Sieve	\$100
Grain Size Analysis - Soils Finer than No. 200	\$165
Grain Size Analysis - Hydrometer	\$35
Moisture Content	\$275
Permeability	\$325
Resistance Value - Untreated	\$375
Resistance Value - Treated with Lime or Cement	\$150
Sand Equivalent	\$120
Specific Gravity	\$370
Triaxial Shear - Undisturbed	\$450
Triaxial Shear - Remolded	\$120
Unconfined Compression Test	\$40
Unit Weight and Moisture Content - Undisturbed Sample	\$65
Unit Weight and Moisture Content - Loose Sample	\$65
Concrete and Masonry	\$30
Compression Testing - Concrete 4x8 or 6x12	\$40
Compression Testing - Grout, Mortar or CLSM	\$60
Compression Testing - Masonry Unit or Brick	\$185
Compression Testing - Masonry Prism	\$50
Compression Testing - Concrete Core Including Trimming	\$55
Compression Testing - Shotcrete Core	\$25
Compression Testing - Hold Sample	\$525
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$60
Unit Weight of Hardened Concrete	
Reinforcing and Structural Steel	\$80
Anchor Bolt or Prestressing Strand Tensile Strength	\$55
Fire Proofing Unit Weight	\$115
Rebar Tensile and Bend 1 - 7 bar	\$165
Rebar Tensile and Bend 8 - 14 bar	\$350
Structural Bolt Set Tensile and Hardness	
Please contact our office for laboratory testing not listed on the this fee schedule	Quote

MISCELLANEOUS	\$0.70/mile
Mileage – Billed Portal to Portal	\$135/day
Per Diem	Cost +20%
Outside Services	\$300
Interim Verified Report	\$525
Final Verified Report	\$150/month
Department of Industrial Relations Wage Reporting	

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MPE

Includes Purchase Orders dated 09/01/2016 - 09/30/2016

Board Meeting Date October 11, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Accounting/Payroll (103)				
P17-01246	YUBA COUNTY OFFICE OF ED ATTN: RHONDA MARQUETTE	2016-17 PROG. SPECIAL ED. EST. EXCESS PRO. COSTS.	01-7142-6500	2,285,832.00
P17-01373	Courthouse Cafe	OPEN PO FOR SECRETARY MEETINGS	01-4300-0000	300.00
Total Location				2,286,132.00
Location After School Program (107)				
P17-01146	WALKER'S OFFICE SUPPLIES	Chairs	01-4300-6010	429.98
P17-01218	S & S WORLDWIDE	STARS CLE	01-4300-6010	120.70
P17-01255	WAL-MART COMMUNITY BRC	Supplies for STARS	01-4300-6010	1,350.00
P17-01257	OFFICE DEPOT B S D	12 sites classroom Open PO	01-4300-6010	4,000.00
P17-01286	S & S WORLDWIDE	COR STARS	01-4300-6010	86.11
Total Location				5,986.79
Location Arboga Elementary (01)				
P17-01045	AMAZON.COM	Supplies/STEM	01-4300-0003	75.92
P17-01046	AMAZON.COM	Supplies/PRESTON	01-4300-0003	76.11
P17-01076	MUSICIAN'S FRIEND	Music Supplies/WISEMAN	01-4300-0004	1,729.68
P17-01082	AMAZON.COM	Supplies-Prizes/OFFICE	01-4300-1100	173.47
P17-01143	MobyMax, LLC	Moby Max/PRESTON	01-5801-0003	1,295.00
P17-01155	B STREET THEATRE	B-Street/PRESTON	01-5801-1100	900.00
P17-01156	TIME FOR KIDS	Time For Kids/5/6th Gr Teachers	01-4300-0003	556.92
P17-01184	OFFICE DEPOT B S D	MATERIALS FOR CLASSROOM	01-4300-0003	107.98
P17-01283	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/WHITLOW Rm 2	01-4300-0003	53.74
P17-01287	J.W. PEPPER & SON, INC	Classroom Supplies/WISEMAN_Music	01-4300-0004	99.95
P17-01332	OLIVER WORLDCLASS LABS	Smartboard	01-4410-3010	1,788.33
Total Location				6,857.10
Location Browns Valley Elementary (03)				
P17-01038	Waterford Research Institute	Waterford	01-5801-0003	3,000.00
P17-01093	OFFICE DEPOT B S D	Music	01-4300-0004	31.45
P17-01095	AMAZON.COM	Music	01-4300-0004	161.20
P17-01236	SWIS	PBIS	01-5801-1100	350.00
Total Location				3,542.65
Location Business Services (106)				

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Includes Purchase Orders dated 09/01/2016 - 09/30/2016

Board Meeting Date October 11, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106)				
P17-01037	CDW-G COMPUTER CENTER	Business Svcs Color Printer	01-4410-0000	1,230.93
P17-01191	KINGSLEY BOGARD, LLP.	Legal Services 2016-2017	01-5830-0000	80,000.00
P17-01196	CDW-G COMPUTER CENTER	Aruba Access Points Business and Personnel	01-4410-0000	1,525.89
Total Location				82,756.82
Location Categorical (203)				
P17-00981	The Sign Shop	MJUSD NUTRITIONAL BANNER	01-4300-0000	60.00
P17-00982	SIGNWORX	MJUSD Nutritional Banner	01-4410-0000	510.63
P17-01041	Document Tracking Services	TRANSLATION OF TITLE I MEETING	01-5801-0003	103.00
P17-01201	Document Tracking Services	CATEGORICAL/PROGRAM INFORMATION	01-5801-0003	6,935.00
P17-01354	KING CLOTHING	Homeless Support	01-4300-5630	136.84
Total Location				7,916.48
Location Cedar Lane Elementary (05)				
P17-01127	SUTTER BUTTES COMMUNICATIONS	Office	01-4300-6500	290.25
P17-01178	Ozobot	Ozobot STEM	01-4300-0003	1,075.00
P17-01207	Technology Integration Group	Printer - Samsung	01-4300-0003	257.63
P17-01247	CDW-G COMPUTER CENTER	CLE Chromebooks and Laptops	01-4300-3010	4,028.40
			01-4410-3010	9,906.75
P17-01284	SWIS	PBIS	01-5801-0003	460.00
P17-01311	Rojelio Viramontez	Rogelio	01-5801-1100	3,500.00
P17-01365	APPLE COMPUTER INC	MacBook Pro	01-4410-0003	1,506.93
P17-01366	APPLE COMPUTER INC	CLE iPads and Smart Covers	01-4300-0003	9,951.70
P17-01367	CDW-G COMPUTER CENTER	Laptop	01-4410-0003	14,860.12
Total Location				45,836.78
Location Charter Academy For Fine Arts (42)				
P17-00948	SHALISA SCHARGUS	Dance Instruction	09-5801-0000	38,000.00
P17-00949	KRISTIN R. VANDER PLOEG	Dance Assistant	09-5801-0000	18,000.00
P17-00950	ROBERT L VANDER PLOEG	Martial Arts Instruction	09-5801-0000	17,000.00
P17-00971	JOHN PIMENTEL	Tech Support	09-5801-0000	1,550.00
P17-00994	GOVCONNECTION, INC.	ELPLP42 Bulb	09-4300-0000	125.54

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Board Meeting Date October 11, 2016

Includes Purchase Orders dated 09/01/2016 - 09/30/2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P17-00997	J.W. PEPPER & SON, INC	Supplies - Hood	09-4300-0000	500.00
P17-00998	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	259.00
P17-01031	Yuko McWhorter	Piano Instruction	09-5801-0000	5,200.00
P17-01032	AMAZON.COM	Supplies - Barrera	09-4300-0000	1,334.72
P17-01052	AMAZON.COM	Supplies - Martial Arts	09-4300-0000	161.14
P17-01057	Follett School Solutions, Inc.	Supplies - Tejada	09-4100-0000	1,547.36
P17-01140	Antek Computer Services	MCAA Samsung Belt	09-4300-0000	220.38
P17-01145	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	61.25
P17-01157	GOVCONNECTION, INC.	ELPLP42 Bulb	09-4300-0000	125.54
P17-01159	MPS	Supplies - McDaid-Morgan	09-4100-0000	3,685.28
P17-01194	AMAZON.COM	Supplies - Marks	09-4300-0000	127.25
P17-01225	HOME DEPOT	Supplies - Drama	09-4300-0000	750.00
P17-01226	WAL-MART COMMUNITY BRC	Supplies - Drama	09-4300-0000	750.00
P17-01264	STL	Lightboard Repair	09-5641-0000	1,287.51
P17-01270	Follett School Solutions, Inc.	Supplies - Land	09-4100-0000	719.55
P17-01339	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Advanced Dance	09-4300-9010	1,031.36
P17-01340	AMAZON.COM	Supplies - Dance Program	09-4300-0000	875.87
P17-01341	Tahoe Pure	Supplies - Office	09-4300-0000	500.00
P17-01369	AMAZON.COM	Supplies - Dance	09-4300-0000	159.71
Total Location				93,971.46
Location Child Development (51)				
P17-01000	AMAZON.COM	Kathy Woods Supplies	12-4300-6105	49.33
P17-01023	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Preschool Supplies- Dao Scott	12-4300-6105	72.00
P17-01054	TRAINERS WAREHOUSE	Child Dev. Program- Kathy Woods	12-4300-6105	918.88
P17-01137	Learning Genie Inc.	KWoods	12-5801-6105	1,200.00
P17-01142	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Preschool Supplies- Rm B Maria Jacobo	12-4300-6105	847.67
P17-01182	AMAZON.COM	Kynoch Preschool Supplies- Mary Sarringer	12-4300-6105	52.42
P17-01217	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Ella Pre Supplies Mary Cress	12-4300-6105	289.18
P17-01267	AMAZON.COM	DO Rm 105 Kwoods supplies	12-4300-6105	465.74
P17-01272	WAL-MART COMMUNITY BRC	School Readiness	01-4300-9041	1,700.00

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Includes Purchase Orders dated 09/01/2016 - 09/30/2016

Board Meeting Date October 11, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P17-01288	OFFICE DEPOT B S D	School Readiness Open PO	01-4300-9041	1,000.00
P17-01309	Learning Genie Inc.	KWoods	12-5801-6105	2,500.00
P17-01314	KAPLAN SCHOOL SUPPLY	Ella Pre Supplies - Mary Cress	12-4300-6105	808.38
P17-01345	Technology Integration Group	Samsung Toner for ML3712nd printer	12-4300-6105	556.28
Total Location				10,459.88
Location Cordua Elementary (07)				
P17-01039	Waterford Research Institute	Waterford	01-5801-0003	2,680.00
P17-01092	OFFICE DEPOT B S D	Music	01-4300-0004	31.45
P17-01094	AMAZON.COM	Music	01-4300-0004	107.31
P17-01285	MCGRAW-HILL SCHOOL EDUCATION	Sound/Spell Cards	01-4300-3010	816.57
Total Location				3,635.33
Location Covillaud Elementary (09)				
P17-00993	APPLE COMPUTER INC	iPad Air 2	01-4300-0003	1,641.70
P17-01085	Today's Classroom	Mice and Headphones	01-4300-0003	799.00
P17-01125	MUSICIAN'S FRIEND	COV-Band class	01-4300-0004	1,457.70
P17-01141	NWN CORPORATION	COV Printers	01-4300-0003	806.25
P17-01200	CURRICULUM ASSOCIATES	COV Student supplies	01-4300-0003	134.91
P17-01248	CDW-G COMPUTER CENTER	Laptop	01-4410-0003	14,860.12
P17-01282	OFFICE DEPOT B S D	COV Admin	01-4300-1100	210.17
P17-01328	JUNIOR LIBRARY GUILD	COV Library books	01-4200-0003	601.79
Total Location				20,511.64
Location Custodial Supervisor (206)				
P17-01002	HILLYARD - SACRAMENTO	Start up supplies	01-4320-0000	41.78
P17-01315	SAC VAL JANITORIAL SALES & SERVICES, INC.	Cleaner	01-4320-0000	34.40
P17-01316	HILLYARD - SACRAMENTO	Supplies	01-4320-0000	256.04
Total Location				332.22
Location Dobbins Elementary (11)				
P17-01088	AMAZON.COM	Laptop replacement screen	01-4300-0000	48.32
Location Edgewater Elementary (12)				
P17-01216	ACCURATE LABEL DESIGNS	EDG Office	01-4300-1100	1,437.78

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ReqPay11h Board Report with Fund-Object-Resource by Location

Includes Purchase Orders dated 09/01/2016 - 09/30/2016				Board Meeting Date October 11, 2016	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Edgewater Elementary (12) (continued)					
P17-01219	CURRICULUM ASSOCIATES	EDG	01-4300-0003	418.02	
P17-01220	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EDG - Hankenson	01-4300-0004	68.71	
P17-01221	PERIPOL BERGERAULT, INC	EDG Music	01-4300-0004	762.30	
P17-01222	PLANK ROAD PUBLISHING, INC	EDG Music	01-4300-0004	228.16	
P17-01223	REALLY GOOD STUFF	Hankenson/McCall	01-4300-0004	322.91	
P17-01235	SCHOLASTIC INC	EDG	01-4300-0003	3,542.83	
P17-01279	CDW-G COMPUTER CENTER	97H Projector	01-4300-0003	494.50	
P17-01348	SCHOOL SPECIALTY	Stool	01-4300-1100	99.93	
Total Location				7,375.14	
Location Ella Elementary (13)					
P17-01250	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	5,000.00	
P17-01265	Nimco, Inc.	Red Ribbon Week Items	01-4300-9010	617.46	
P17-01274	SEAT SACK, INC.	Classroom Supplies	01-4300-0003	315.49	
P17-01281	SPELLING CITY	Spelling City	01-5801-3010	570.00	
P17-01338	WAL-MART COMMUNITY BRC	Admin	01-4300-1100	400.00	
Total Location				6,902.95	
Location Facilities (66)					
P17-01010	Carrier Corporation	8151 LHS Coil Filters	01-5801-0010	580.00	
P17-01124	AMERICAN CHILLER SERVICE INC	Facilities/LHS Increment 2	01-5801-0010	10,000.00	
P17-01245	BRCO CONSTRUCTORS, INC.	LHS HVAC Increment 2 #8171	01-6210-0010	1,908,000.00	
P17-01358	Mobile Mini LLC	8171 LHS Gym Storage Containers/ Relocate Bins	01-5630-0010	2,866.75	
P17-01376	DIVISION OF STATE ARCHITECT	8129 ARBOGA - DSA Access Futher- CCD Fee	01-6223-0010	816.00	
P17-01377	DIVISION OF STATE ARCHITECT	8150 MCAA DSA- Access Further/CCD Fee	09-6223-0000	1,278.80	
Total Location				1,923,541.55	
Location Foothill Intermediate (35)					
P17-01014	TROXELL COMMUNICATIONS INC	FHS Short Throw Projectors	01-4410-3010	2,408.00	
P17-01020	SWIS	SWIS	01-5801-0003	350.00	
P17-01086	AMAZON.COM	Technology	01-4300-0004	50.91	
P17-01099	GOVCONNECTION, INC.	Epson 82c bulbs	01-4300-3010	524.97	
P17-01215	MobyMax, LLC	Streng	01-5801-6500	99.00	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Foothill Intermediate (35) (continued)				
P17-01256	MYERS-STEVENSON & CO INC	Shady Creek	01-5890-9010	612.50
P17-01360	FLINN SCIENTIFIC INC	JAECKS	01-4300-3010	772.58
P17-01370	FLINN SCIENTIFIC INC	Jaecks	01-4300-3010	1,117.25
Total Location				5,935.21
Location Grounds (65)				
P17-01090	ADVANCED INTEGRATED PEST MANAGEMENT	Grounds-Aphid Service/LIN/BVS/OLV	01-5801-0000	828.00
P17-01189	Applied Landscape Materials	GROUNDS/MARYSVILLE HIGH SCHOOL	01-5801-0000	2,988.00
Total Location				3,816.00
Location Instruction (IMC) (110)				
P17-00992	OFFICE DEPOT B S D	Office Supplies	01-4300-4035	32.90
P17-01016	EDUCATIONAL DATA SYSTEMS INC	Pre ID Service Labels for Students	01-4300-0000	1,622.56
P17-01025	MCGRAW-HILL SCHOOL EDUCATION	FLEX TE for DO	01-4100-0004	671.20
P17-01028	MCGRAW-HILL SCHOOL EDUCATION	GR2 & 3 Wonders Additional Material	01-4100-0004	8,593.34
P17-01030	MCGRAW-HILL SCHOOL EDUCATION	TK World of Wonders 8-Year Adoption ELA #2	01-4100-0004	4,032.93
P17-01100	Illuminate Education, Inc.	Illuminate Additional Training	01-5801-0004	1,500.00
P17-01198	OFFICE DEPOT B S D	Migrant Ed Supplies for CLE	01-4300-0000	256.00
P17-01199	CDW-G COMPUTER CENTER	Samsung Toner for ML4020 printer	01-4300-0000	182.08
P17-01233	MCGRAW-HILL SCHOOL EDUCATION	K-1 WonderWorks TE for COV	01-4100-0004	298.11
P17-01234	MCGRAW-HILL SCHOOL EDUCATION	K-1 WonderWorks TE for ELA	01-4100-0004	298.11
P17-01263	SIERRA SCHOOL EQUIPMENT CO	PD Room Cabinets	01-4410-0000	3,399.15
P17-01347	OFFICE DEPOT B S D	Office Depot Order	01-4300-0000	180.01
Total Location				21,066.39
Location Johnson Park Elementary (15)				
P17-01152	AMAZON.COM	Chest	01-4300-1100	29.27
P17-01210	THE TREE HOUSE	Johnson Park Ink	01-4300-0003	1,023.40
P17-01317	Poppler's Music	Deanna Music	01-4300-0004	418.61
P17-01318	J.W. PEPPER & SON, INC	Deanna Music	01-4300-0004	134.91
P17-01319	WEST MUSIC	Deanna Music	01-4300-0004	109.70
P17-01320	MUSICIAN'S FRIEND	Deanna Music	01-4300-0004	213.93
Total Location				1,929.82

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17)				
P17-00990	MYERS-STEVENSON & CO INC	Field trip insurance for 3rd grade.	01-5890-9010	210.70
P17-00991	Technology Integration Group	Samsung Toner for ML3712nd printer	01-4300-1100	370.85
P17-01040	VIRCO INC.	NEW TABLE FOR SPEECH RM	01-4300-6500	163.74
P17-01051	MYERS-STEVENSON & CO INC	4th grade field trip ins to Trappers Camp.	01-5890-9010	210.00
P17-01056	MYERS-STEVENSON & CO INC	KINDER TRIP INSURANCE TO THE PUMPKIN PATCH	01-5890-9010	204.75
P17-01059	AMAZON.COM	PLEASE DELIVER TO RAUL OSEGUERA	01-4300-1100	244.66
P17-01078	SWIS	PBIS APPS INVOICE FOR MR. PANTOJA	01-5801-1100	50.00
P17-01079	SWIS	PBIS APPS INVOICE FOR MR. PANTOJA	01-5801-1100	350.00
P17-01087	School Life	BRAG TAG ORDER. J ASURMENDI	01-4300-1100	1,266.75
P17-01097	ABC SCHOOL EQUIPMENT	Whiteboard	01-4300-4035	398.48
P17-01135	School Life	BRAG TAG CHAINS...	01-4300-1100	98.66
P17-01151	MCGRAW-HILL SCHOOL EDUCATION	MATERIALS FOR COVERT 20 AND XIONG 12	01-4300-0003	272.19
P17-01183	RISO PRODUCTS OF SACRAMENTO	RISO Supplies	01-4300-1100	292.40
P17-01266	DEMCO	SUPPLIES	01-4300-1100	69.44
P17-01305	WALKER'S OFFICE SUPPLIES	Staff chairs	01-4300-1100	1,187.63
P17-01321	AMAZON.COM	Thesaurus for Rm 26	01-4300-1100	274.34
Total Location				5,664.59
Location Linda Elementary (19)				
P17-01119	VIRCO INC.	Linda Speech Room Table	01-4300-1100	184.73
P17-01129	SWIS	SWIS subscription 2016-2017	01-5801-0003	460.00
Total Location				644.73
Location Lindhurst High (43)				
P17-00965	WESTERN ASSOC OF SCHOOLS	WASC	01-5801-0000	1,875.00
P17-00983	MakerBot Industries, LLC	LHS 3D Printing	01-4300-6387	1,554.48
P17-00995	AMAZON.COM	Textbooks/Fritzing	01-4410-6387	2,235.72
P17-00996	AMAZON.COM	Supplemental Classroom Supplies	01-4100-0004	532.36
P17-00999	SCHOOL SPECIALTY	Benches	01-4300-0004	829.86
P17-01003	AMAZON.COM	Football Supplies	01-4410-0004	2,340.41
P17-01004	Agile Sports Technologies dba Hudl	Football Software	01-4300-0004	913.95
			01-5801-0000	999.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P17-01005	SYSO FS OF SACRAMENTO INC.	LHS CULINARY ARTS	01-4300-6387	1,495.88
P17-01017	AMAZON.COM	Textbooks/Pridy	01-4100-0004	254.73
P17-01018	RISO PRODUCTS OF SACRAMENTO	Riso	01-4300-0003	794.98
P17-01019	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	660.63
P17-01021	AMAZON.COM	Classroom Supplies/Ledford	01-4300-0003	44.76
P17-01022	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	492.64
P17-01026	ELDRIDGE PUBLISHING COMPANY	Classroom Supplies/Sleigh	01-4300-0003	45.90
P17-01049	AMAZON.COM	Classroom Supplies	01-4300-0003	46.12
P17-01050	DICK BLICK COMPANY	Classroom Supplies/Hutchinson	01-4300-0003	47.43
P17-01055	AMAZON.COM	Classroom Supplies	01-4300-0003	189.03
P17-01058	Floral Resources Sacramento	Classroom Supplies/Cummins	01-4300-0004	1,100.00
P17-01064	GERLINGER STEEL	Classroom Supplies/Cummins	01-4300-0004	1,800.00
P17-01065	HOME DEPOT	ROP Int Ag Biology Classroom Supplies	01-4300-7010	500.00
P17-01066	SUTTER ORCHARD SUPPLY	Classroom Supplies/Cummins	01-4300-0004	700.00
P17-01067	TRACTOR SUPPLY COMPANY	Classroom Supplies/Cummins	01-4300-0004	2,000.00
P17-01068	VALLEY TRUCK & TRACTOR CO	Classroom Supplies/Ag	01-4300-7010	500.00
P17-01069	FLORA FRESH, INC.	Classroom Supplies/Ag	01-4300-0004	250.00
P17-01070	FIRST STEP GREENHOUSES	Classroom Supplies/Cummins	01-4300-0004	1,000.00
P17-01071	HUST BROTHERS INC	Classroom Supplies/Cummins	01-4300-7010	1,000.00
P17-01072	CIF SAC-JOQUIN SECTION	CIF STATE Dues	01-4300-0004	500.00
P17-01080	MUSICIAN'S FRIEND	Classroom Supplies/Cummins	01-4300-0004	300.00
P17-01081	MUSICIAN'S FRIEND	Classroom Supplies/Cummins	01-4300-0004	350.00
P17-01091	AIRGAS	Auto Shop	01-5310-0000	768.40
P17-01144	GREAT LAKES SPORTS	Classroom Supplies/Sleigh	01-4300-0003	314.17
P17-01147	PACE SUPPLY CORP.	Classroom Supplies/Sleigh	01-4300-0003	74.18
		Auto Shop	01-5630-0004	1,350.00
		Classroom Supplies/Ehrke	01-4300-1100	1,672.03
		Fountains	01-4410-0004	4,085.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P17-01149	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	27.07
P17-01150	AMAZON.COM	Security Supplies	01-4300-0004	305.25
P17-01158	AMAZON.COM	Classroom Supplies/Ehrke	01-4300-1100	126.52
P17-01160	NEFF COMPANY	Athletic Supplies	01-4300-0004	1,040.33
P17-01176	MUSIC IN MOTION	Classroom Supplies/Sleigh	01-4300-0003	764.44
P17-01179	CENGAGE LEARNING	Classroom Supplies/Bini	01-4300-0003	434.16
P17-01181	MYERS-STEVENSON & CO INC	Yuba College Field Trip	01-5890-1100	294.00
P17-01197	Morley Athletic Supply	Athletic Supplies	01-4300-0004	100.95
P17-01205	JORGENSEN SPORTS SERVICE	Fall Sports Officials	01-5801-0000	4,361.50
P17-01208	AMAZON.COM	Classroom Supplies/Moss	01-4200-0003	315.24
P17-01214	AMAZON.COM	Classroom Supplies	01-4300-0003	64.20
P17-01224	Sysco Sacramento, Inc.	Culinary Supplies	01-4300-0004	1,500.00
P17-01253	AMAZON.COM	Classroom Supplies/McCullough	01-4300-0003	74.18
P17-01254	AMAZON.COM	Supplies	01-4300-1100	36.74
P17-01258	AMAZON.COM	Supplies	01-4300-1100	48.36
P17-01259	NATIONAL FFA CENTER	Classroom Supplies/Cummins	01-4300-7010	600.00
P17-01260	BI-COUNTY IRRIGATION, INC	Classroom Supplies/Cummins	01-4300-7010	500.00
P17-01261	HARBOR FREIGHT TOOLS	Classroom Supplies/Cummins	01-4300-0004	600.00
P17-01262	AMAZON.COM	Classroom Supplies	01-4300-7010	300.00
P17-01280	CAPITOL PLYWOOD INC.	Classroom Supplies	01-4300-1100	257.68
P17-01306	AMAZON.COM	Supplies/Walker	01-4300-0003	396.46
P17-01307	CALIFORNIA ASSN FFA	Classroom Supplies/Cummins	01-4300-1100	141.99
P17-01349	CDW-G COMPUTER CENTER	McCullough Special Build Computers	01-4300-7010	1,500.00
P17-01350	Houghton Mifflin Harcourt	LHS Avancemos 3	01-4410-3550	3,478.23
P17-01368	MYERS-STEVENSON & CO INC	Field Trip Insurance/Career Fair	01-4100-0004	4,931.23
P17-01374	SMS TECH SOLUTIONS	Acrobat Pro	01-5890-1100	52.50
			01-5801-0003	512.78
			Total Location	56,880.47

Location Loma Rica Elementary (21)	01-4300-1100	59.09
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P17-01033 AMAZON.COM

Office Supplies

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21) (continued)				
P17-01134	SHADD JANITORIAL SUPPLY	Janitorial Supplies	01-4320-0000	127.93
P17-01203	POSITIVE PROMOTIONS	Reading award tags	01-4300-9010	142.41
P17-01204	CROWN AWARDS	Library	01-4300-9010	42.98
P17-01237	AMAZON.COM	Library Books	01-4200-9010	242.62
P17-01238	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	700.00
P17-01239	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	950.00
P17-01278	SWIS	SWIS	01-5801-1100	50.00
P17-01292	AMAZON.COM	Classroom Supply	01-4300-1100	21.49
P17-01308	AMAZON.COM	Classroom Supplies	01-4300-0003	42.41
P17-01334	CDW-G COMPUTER CENTER	HP Chromebooks	01-4300-3010	2,381.04
P17-01335	TROXELL COMMUNICATIONS INC	Chromebook Cart	01-4410-3010	1,424.38
Total Location				6,184.35
Location Maintenance (63)				
P17-00972	VERIZON WIRELESS	Samsung Convoy 4 Ruby Ronquillo (New Line)	01-4300-0000	14.40
P17-00985	VERIZON WIRELESS	Samsung Galaxy Note 7 Travis Barnett 530 933 8675	01-4410-8150	364.79
P17-00987	W.V. ALTON	MAINTENANCE/LINDA	01-4410-8150	1,135.20
			01-5642-8150	721.44
P17-01007	AMERICAN CHILLER SERVICE INC	MAINTENANCE;LHS CHILLER	01-5642-8150	1,954.00
P17-01008	W.V. ALTON	MAINTENANCE/MHS GYM	01-5642-8150	1,604.86
P17-01009	GOLDEN BEAR ALARMS	MAINTENANCE/COV PRESCHOOL	01-5801-8150	35.00
P17-01154	Citrus Heights Mower	MAINTENANCE	01-5642-8150	411.68
P17-01163	L. Ph. Bolander & Sons	MAINTENANCE/EDGEWATER	01-4300-8150	336.27
P17-01164	SIEMENS BUILDING TECHNOLOGIES	MAINTENANCE/HVAC CONTROLS	01-5801-8150	1,500.00
P17-01165	MATHEWS READYMIX INC	MAINTENANCE/OLIVEHURST	01-4300-8150	430.49
P17-01166	HYDROTEC SOLUTIONS, INC.	MAINTENANCE/FOOTHILL/LOMA RICA	01-5801-8150	1,040.00
P17-01167	Elite Fasteners	MAINTENANCE/STOCK	01-4300-8150	364.43
P17-01185	Lincoln Aquatics	MAINTENANCE/MHS POOL	01-4300-8150	256.96
P17-01186	SIGNWORX	MAINTENANCE/CEDAR LANE	01-4300-8150	188.13
P17-01187	GRAINGER	MAINTENANCE/BV SCHOOL	01-4300-8150	189.77
P17-01188	RB SPENCER	MAINTENANCE/MHS RM #206	01-5641-8150	187.50

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P17-01227	Kiz Construction	MAINTENANCE/LHS FENCING	14-6170-0000	43,100.00
P17-01228	W.V. ALTON	MAINTENANCE	01-5801-8150	398.73
P17-01229	Nordic Industries, Inc.	Gravel for FHS	01-4300-8150	3,605.80
P17-01295	W.V. ALTON	MAINTENANCE DEPT	01-5641-8150	5,000.00
P17-01298	SUN GRO HORTICULTURE	MAINTENANCE/EDGEWATER	01-4300-8150	6,899.50
P17-01327	Decker Equipment/School Fix	MAINTENANCE/DOUG TROWER	01-4300-8150	421.16
P17-01357	RAY BRADLEY'S FEED STORE	MAINTENANCE/BROWNS VALLEY	01-4300-8150	139.75
P17-01379	W.V. ALTON	MAINTENANCE	01-5801-8150	897.07
P17-01380	RAY BRADLEY'S FEED STORE	MAINTENANCE/FOOTHILL	01-4300-8150	139.75
P17-01381	Lincoln Aquatics	MAINTENANCE/MHS POOL	01-4300-8150	78.74
P17-01383	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLER	01-5801-8150	660.00
Total Location				72,075.42
Location Marysville High (45)				
P17-00973	SHIFLER EQUIPMENT SALES INC	Replacement locker handles	01-4300-1100	113.74
P17-01015	SCHOOL NURSE SUPPLY, INC	Cot	01-4300-1100	85.95
P17-01043	Mei Yu	Camille Freel Scholarship	73-7299-9020	145.00
P17-01044	RISO PRODUCTS OF SACRAMENTO	RISO Supplies	01-4300-0003	1,408.25
P17-01073	NASCO	MHS AGR FARRAH	01-4300-3550	24.65
P17-01096	GOVCONNECTION, INC.	ELPLP42 Bulb	01-4300-0003	376.62
P17-01117	Marysville Farmers Marketplace	Ice for Snack Bar	01-4300-1100	300.00
P17-01128	CDW-G COMPUTER CENTER	Moveen Special Build Computers	01-4410-3550	3,956.00
P17-01173	SCHOOL SPECIALTY	MHS Woodshop Stools	01-4300-6387	2,350.21
P17-01174	YUBA CO COMMUNITY DEVEL DEPT CDSA	Snack Bar Permit	01-5890-1100	311.64
P17-01175	Technology Integration Group	Samsung Toner for ML3712nd printer	01-4300-1100	185.43
P17-01177	AMAZON.COM	ROP Yearbook Camera	01-4300-0004	364.43
P17-01192	CDW-G COMPUTER CENTER	Samsung Toner for M4020nd printer	01-4300-0003	182.08
			01-4300-1100	182.09
P17-01206	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON JACOBSE MHS Security		01-5801-1100	962.50
P17-01209	FLINN SCIENTIFIC INC	Science Supplies	01-4300-0003	278.02
P17-01211	FISHER SCIENTIFIC	Science Supplies	01-4300-0003	115.24

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-01212	Bi-County Ambulance Service	Ambulance Service at Football Games	01-5801-1100	350.00
P17-01213	Bi-County Ambulance Service	Ambulance Service at Football Games	01-5801-1100	750.00
P17-01252	AMAZON.COM	Cable for Computer	01-4300-1100	12.89
P17-01303	CDW-G COMPUTER CENTER	CPU Chiono	01-4410-1100	668.65
P17-01310	Makenzie Halsted	Camille Freel Scholarship	73-7299-9020	145.00
P17-01313	AMAZON.COM	Toner Cartridges	01-4300-7010	139.66
P17-01362	OFFICE DEPOT B S D	Ag Supplies	01-4300-7010	200.00
P17-01363	CARLEX	Spanish Supplies and Materials	01-4300-0003	227.75
P17-01364	GOPHER SPORT	PE Supplies	01-4300-0004	549.84
Total Location				14,385.64
Location McKenney Intermediate (37)				
P17-00984	BRAIN POP	THOMPSON	01-5801-1100	220.00
P17-01075	Technology Integration Group	Printer - Samsung	01-4300-3010	772.90
P17-01249	CDW-G COMPUTER CENTER	Aruba Access Point Rm 3	01-4410-3010	762.95
P17-01329	TEACHER CREATED RESOURCES	SELKEN	01-4300-1100	22.06
Total Location				1,777.91
Location Nutrition Services (73)				
P17-00975	Tasty Brands	Food Delivery for Warehouse	13-9325-5310	13,618.62
P17-00976	INTEGRATED FOOD SERVICES	Food Delivery for Warehouse	13-9325-5310	8,771.63
P17-00977	DANIELSEN COMPANY	Yeast for Warehouse	13-9325-5310	105.38
P17-00978	Bay State Milling	Bouncer Flour for Warehouse Inventory	13-9325-5310	2,294.67
P17-00979	Jimmy Johns #3357	Nutrition Services Department Meeting Catering	13-4300-5310	477.42
P17-01034	EMPORIUM	Cafe Focus Posters 2016-17	13-4300-5310	156.75
P17-01061	WAWONA FROZEN FOODS	Food for Warehouse Inventory	13-9325-5310	2,324.40
P17-01062	Shirts Unlimited	SHIRT ORDER	13-4300-5310	3,291.01
P17-01102	LAND O'LAKES, INC	Land O Lakes Direct Order	13-9325-5310	5,159.75
P17-01103	BUENA VISTA FOOD PRODUCTS	Direct Food Order	13-9325-5310	10,078.00
P17-01104	ISITE SOFTWARE	Breakfast Grant	13-4300-5380	1,438.80
P17-01105	GOLD STAR FOODS	Food for Warehouse Inventory	13-9325-5310	9,750.40
P17-01106	Trade Supplies, Inc.	Supplies for Warehouse Inventory	13-9326-5310	4,625.67

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Nutrition Services (73) (continued)					
P17-01107	LA TAPATIA TORTILLERIA, INC	Chips for Warehouse Inventory	13-9325-5310	284.00	
P17-01108	Mercellyne Gantayat	Student Refund	13-5892-5310	40.00	
P17-01109	Kitty Cha	Student Refund	13-5892-5310	33.90	
P17-01110	Marixa Gonzalez	Student Refund	13-5892-5310	359.00	
P17-01111	Nicole Contreras	Student Refund	13-5892-5310	5.10	
P17-01112	Kayla Haka	Student Refund	13-5892-5310	36.60	
P17-01113	Mai Vang	Student Refund	13-5892-5310	14.50	
P17-01114	Mai Vang	Student Refund	13-5892-5310	13.85	
P17-01115	Maria Tarraza	Student Refund	13-5892-5310	11.75	
P17-01116	Laura Kellelt	Student Refund	13-5892-5310	29.00	
P17-01122	SCHWAN'S FOOD SERVICE	Schwans Direct Order	13-9325-5310	18,061.52	
P17-01123	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	CDE Allocation	13-4716-5310	364.00	
P17-01136	CDW-G COMPUTER CENTER	Fuser Kit	13-9325-5310	98.80	
P17-01153	SIGNWORX	Rolling Menu Signs	13-4300-5380	334.33	
P17-01161	GOODMAN FOODS	Food Delivery for Warehouse Inventory	13-9325-5310	7,918.02	
P17-01162	ISITE SOFTWARE	Website Hosting	13-5801-5310	664.00	
P17-01168	Elements Food, Inc.	Direct Order	13-9325-5310	5,479.92	
P17-01169	GOLD STAR FOODS	Food for Warehouse Inventory	13-9325-5310	3,856.85	
P17-01230	Whaley Foodservice Repairs	Nutrition Services Equipment Replacement Part	13-4300-5310	10.84	
P17-01231	ULINE.COM	Supplies for Menu Posters	13-4300-5380	55.22	
P17-01232	SIGNWORX	Breakfast Signs for CLE Playground	13-4300-5310	91.07	
P17-01241	EAST BAY RESTAURANT SUPPLY, INC.	Convection Oven for Kynoch	13-6492-5310	9,506.22	
P17-01242	Scott Newsom	Student Refund	13-5892-5310	30.00	
P17-01243	William Kakavas dba 5th Street Restaurant & Bar Supply	Thermometers for Warehouse Inventory	13-4313-5310	932.42	
P17-01268	Jill Williams	Student Refund	13-5892-5310	18.75	
P17-01269	LA TAPATIA TORTILLERIA, INC	Tortilla Chips Order for Warehouse Inventory	13-4712-5310	568.00	
P17-01299	GOLD STAR FOODS	Food Inventory for Warehouse	13-9325-5310	2,906.55	

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Board Report with Fund-Object-Resource by

ReqPay11h

Location

Board Meeting Date October 11, 2016

Includes Purchase Orders dated 09/01/2016 - 09/30/2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P17-01300	Sysco Sacramento, Inc.	Food & Supply Inventory for Warehouse	13-9325-5310	1,307.00
			13-9326-5310	6,209.64
			13-9325-5310	7,718.55
P17-01302	JENNIE-O-TURKEY STORE	Food Inventory for Warehouse	13-4300-5310	259.68
P17-01322	EAST BAY RESTAURANT SUPPLY, INC.	MJUSD Work Table Quote #13828	13-4410-5310	4,544.90
			13-4410-5310	1,011.22
			13-9325-5310	5,904.00
P17-01323	EAST BAY RESTAURANT SUPPLY, INC.	MJUSD Security Cage Quote #14259	13-9325-5310	13,962.20
P17-01324	Bell Tasty Foods Inc.	Food Inventory for Warehouse	13-9325-5310	7,324.26
P17-01325	Rich Chicks, LLC	Food Inventory for Warehouse	13-9325-5310	8,083.80
P17-01342	ADVANCE PIERRE FOODS	Food Inventory for Warehouse	13-4300-5380	925.06
P17-01343	PILGRIM'S PRIDE CORPORATION	Breakfast Grant for DOB & ARB	13-9325-5310	5,635.30
P17-01344	EAST BAY RESTAURANT SUPPLY, INC.	Food for Warehouse Inventory	Total Location	177,188.05
P17-01375	LAND O'LAKES, INC			
Location Olivehurst Elementary (25)				
P17-01138	OFFICE DEPOT B S D	Music	01-4300-0004	31.45
P17-01139	AMAZON.COM	Music	01-4300-0004	109.03
P17-01148	TROXELL COMMUNICATIONS INC	iPad Cart	01-4410-0003	936.33
P17-01180	CDW-G COMPUTER CENTER	Samsung Toner for ML4020 printer	01-4300-0004	1,456.67
P17-01195	TFD Unlimited, LLC	OLV Earbuds	01-4300-0003	206.94
P17-01251	GOVCONNECTION, INC.	Otterbox	01-4300-0003	339.38
P17-01275	Today's Classroom	PANDA HEADSETS	01-4300-0003	1,077.70
P17-01277	THE MARKERBOARD PEOPLE	MATERIALS AND SUPPLIES	01-4300-0003	319.55
P17-01330	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	TK	01-4300-0003	18.26
			Total Location	4,495.31
Location Print Shop (67)				
P17-01240	THE TREE HOUSE	Maintenance Cartridge for Z6800 Printer	01-4300-0000	76.65
Location Pupil Services (202)				
P17-00986	AMAZON.COM	Book for J. G.-Speech	01-4300-6500	35.46
P17-00989	CDW-G COMPUTER CENTER	Chromebooks - J. Guth	01-4300-0000	3,172.05

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ESCAPE ONLINE
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Includes Purchase Orders dated 09/01/2016 - 09/30/2016				Board Meeting Date October 11, 2016	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Pupil Services (202) (continued)					
P17-01130	GOVCONNECTION, INC.	Phone headset for Jessica	01-4300-0000	255.65	
P17-01171	SOUTHPAW ENTERPRISES	for student @ Kynoch school	01-4300-0000	163.40	
P17-01172	SCHOOL HEALTH CORP. SPORTS HEALTH	for OT closet for students in need of quiet	01-4300-0000	55.90	
P17-01271	PEARSON CUSTOMER SERVICE	Test for K. W.	01-4300-6500	703.64	
P17-01276	Mclwain Mobility Solutions	For student at McKenney School	01-4300-0000	72.50	
P17-01293	SCHOOL HEALTH CORP. SPORTS HEALTH	for student @ Ella to hold life saving medication	01-4300-0000	241.88	
P17-01304	WAL-MART COMMUNITY BRC	open po for walmart	01-4300-6512	2,500.00	
P17-01312	SUPER DUPER PUBLICATIONS DEPT SD 2004	Order for H. E.	01-4300-6500	61.20	
P17-01331	PRO-ED	test kit ordered by Lauren Merrill	01-4300-6500	354.75	
P17-01337	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMENT	test materials for Lauren Merrill	01-4300-6500	58.80	
P17-01351	SOUTHPAW ENTERPRISES	supplies	01-4300-0000	20.85	
P17-01352	FLAGHOUSE	supplies	01-4300-0000	221.25	
P17-01371	StarSmilez	dental van	01-4300-9014	372.40	
Total Location				8,289.73	
Location Purchasing (104)					
P17-01083	SCHOOL SPECIALTY	Stool	01-4300-0000	98.13	
P17-01244	PITNEY BOWES SUPPLIES OPERATIONS	D.O./MAILROOM	01-4300-0000	53.71	
P17-01378	PITNEY BOWES SUPPLIES OPERATIONS	D.O./MAILROOM	01-4300-0000	365.48	
Total Location				517.32	
Location South Lindhurst (47)					
P17-01126	MYERS-STEVENSON & CO INC	South LHS	01-5890-1100	500.00	
P17-01289	Herff Jones of Northern CA	Gowns	01-5630-0000	860.00	
P17-01361	HUST BROTHERS INC	Helium	01-5630-1100	80.00	
Total Location				1,440.00	
Location Student Discipline/Attendance (109)					
P17-01035	SUTTER BUTTES COMMUNICATIONS	Radios	01-4300-9022	1,930.50	
P17-01133	LEARNING A-Z	for 7th and 8th grade expulsion class	01-5801-0000	107.45	
P17-01193	S & S WORLDWIDE	Prizes for Tupe	01-4300-6690	185.99	
P17-01273	Diana E. Adams	Parenting with Dignity classes	01-5801-0004	3,200.00	
P17-01333	CDW-G COMPUTER CENTER	Admin CPU & Monitor	01-4300-0000	1,202.41	

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Includes Purchase Orders dated 09/01/2016 - 09/30/2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109) (continued)				
P17-01353	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Subscription Renewal School Safety	01-5801-0000	179.00
P17-01355	Leah Ann Eneix	Parenting with Dignity classes	01-5801-0004	3,200.00
Total Location				10,005.35

Location Superintendent (101)				
P17-01053	CITY OF MARYSVILLE RECREATION DEPT	Nutrition Banner	01-5890-0000	200.00

Location Technology (102)				
P17-01063	EdClub, Inc.	Typing Club	01-5801-0000	12,500.00
P17-01074	AMAZON.COM	iPad case for Richard	01-4300-0000	64.45
P17-01077	Amplified IT, LLC	Gafe Membership	01-5310-0000	2,500.00
P17-01131	TEC-COM	COV Valcom Gate Intercoms	01-4300-0000	2,276.97
				808.03
P17-01132	AMAZON.COM	Phone Case	01-5801-0000	18.22
P17-01290	VERIZON WIRELESS	iPhone 7 Ruda Nelson 530-682-9338	01-4300-0000	356.24
P17-01326	VERIZON WIRELESS	iphone 6s Plus Dan Johl 530-434-8688	01-4410-0000	302.49
P17-01372	VERIZON WIRELESS	iPhone 6s Darrick Thomas 530-682-4728	01-4410-0000	194.99
Total Location				19,021.39

Location Transportation (69)				
P17-01011	KIMBALL MIDWEST	TRANSPORTATION/Parts	01-4364-0230	1,000.00
P17-01042	SUPERIOR RADIATOR & COOLING SYSTEMS	TRANSPORTATION/REPAIRS	01-5641-0230	500.00
P17-01120	HOLT OF CALIFORNIA	TRANSPORTATION/Repairs	01-5641-0230	5,000.00
P17-01294	ALL WEST COACHLINES	TRANSPORTATION/CHARTER	01-5880-0230	5,000.00
P17-01296	VERIZON WIRELESS	iPhone 6s Scott Lane 530-682-1294	01-4410-0230	194.99
P17-01297	VERIZON WIRELESS	iPhone 6s Javier Vega 530-491-9811	01-4410-0230	194.99
P17-01336	GOVCONNECTION, INC.	Phone headset for Dawn	01-4300-0230	204.20
P17-01346	TRANSFINDER	SERVICE AGREEMENT 16-17	01-5801-0230	6,450.00
P17-01382	J&S Equip./Steam Cln, Inc	Custodial/repairs	01-5641-0000	341.40
Total Location				18,885.58

Location Warehouse (71)				
P17-00980	Everything Medical	Warehouse Stock 16-17 S.Y.	01-9320-0000	107.97

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Board Report with Fund-Object-Resource by Location

ReqPay11h

Includes Purchase Orders dated 09/01/2016 - 09/30/2016

Board Meeting Date October 11, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P17-01006	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	1,835.03
P17-01012	THE TREE HOUSE	Warehouse Stock 16-17 S.Y.	01-9320-0000	892.25
P17-01013	J.C. PAPER	Warehouse Stock 16-17 S.Y.	01-9320-0000	162.54
P17-01089	GENERAL BINDING CORP	Warehouse Stock 16-17 S.Y.	01-9320-0000	2,109.15
P17-01118	US GAMES	Warehouse Stock 16-17 S.Y.	01-9320-0000	103.20
P17-01121	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	583.98
P17-01356	HILLYARD - SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	7,342.09
P17-01359	SHADD JANITORIAL SUPPLY	Warehouse Stock 2016-17 S.Y.	01-9320-0000	235.26
Total Location				13,371.47
Location Yuba Gardens Intermediate (39)				
P17-01024	AMAZON.COM	WATERS/GATES	01-4300-0003	327.49
P17-01027	MobyMax	YLST/GATES	01-5801-0003	1,295.00
P17-01029	SWIS	YLST/GATES	01-5801-0003	460.00
P17-01036	CDW-G COMPUTER CENTER	Printer	01-4300-0003	1,184.69
P17-01101	AMAZON.COM	DETRICK/GATES	01-4300-0003	119.54
P17-01291	PTM Document Systems	GATES/YLST	01-4300-1100	602.15
Total Location				3,988.87
Total				4,953,647.36

Total Number of POs 405

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	316	4,630,059.17
09	Chtr Schs	25	95,250.26
12	Child Dev	11	7,759.88
13	Cafeteria	50	177,188.05
14	Def Maint	1	43,100.00
73	Fndn Priv	2	290.00
Total			4,953,647.36

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Includes Purchase Orders dated 09/01/2016 - 09/30/2016

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-01749	5,175.00	09-6240	Chtr Schs/Inspect Fe	175.00
P16-01760	5,280.00	01-6240	Gen Fund/Inspect Fe	280.00
P16-03398	84,926.16	01-6500	Gen Fund/Equip Replace	1,000.01-
P16-03928	40,498.00	01-6210	Gen Fund/Buildings	4,998.00
P16-03943	358,500.00	09-6210	Chtr Schs/Buildings	153,500.00
P17-00145	1,600.00	01-4300	Gen Fund/Mat&Suppli	800.00
P17-00213	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00227	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P17-00380	7,926.34	01-4300	Gen Fund/Mat&Suppli	832.98-
P17-00487	2,594.63	01-4300	Gen Fund/Mat&Suppli	434.73
		01-4410	Gen Fund/Equip NonC	527.48-
			Total for P17-00487	92.75-
P17-00656	7,425.00	13-4716	Cafeteria/Produce	75.00
P17-00686	103,000.00	13-4313	Cafeteria/N-Food NTR	1,181.72-
P17-00776	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P17-00847	367.31	12-4300	Child Dev/Mat&Suppli	147.00-
P17-00873	3,370.45	01-4300	Gen Fund/Mat&Suppli	.01
		01-4410	Gen Fund/Equip NonC	.01-
			Total for P17-00873	.00
P17-00895	376.25	01-5801	Gen Fund/Contracts	206.40
P17-00931	35,686.79	01-5801	Gen Fund/Contracts	14,276.79
P17-00941	1,051.25	01-4300	Gen Fund/Mat&Suppli	32.50
			Total PO Changes	173,089.23

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Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Ed. D., Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Attention Amber Watson, RD Program Office Nutrition Services Telephone 530-749-6178				CDE GRANT NUMBER			
				FY 16	PCA 14968	Vendor Number 7273	Suffix 01
STANDARDIZED ACCOUNT CODE STRUCTURE				COUNTY Yuba			
Resource Code 5370				Revenue Object Code 8220		INDEX 0190	
Name of Grant Program Fresh Fruit and Vegetable Program						INDEX 0190	
GRANT DETAILS	Original/Prior Amendments \$182,562.03	Amendment Amount	Total \$182,562.03	Amend. No. 0	Award Starting Date 10-1-16	Award Ending Date 6-30-17	
CFDA Number 10.582	Federal Grant Number 7CA310CA1	Federal Grant Name Fresh Fruit and Vegetable Program			Federal Agency USDA		

Dear Superintendent Todd, Ed. D.:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Sauncerae Gans, Analyst
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Sauncerae Gans		Job Title Analyst
E-mail Address sgans@cde.ca.gov		Telephone 916-323-6775
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Tonaleson</i>		Date September 21, 2016

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Gay Todd	Title Superintendent
E-mail Address GTodd@mjUSD.com	Telephone 530-749-6102
Signature <i>Gay Todd</i>	Date 9/30/16

August 31, 2016
Change Order No. 01
Marysville H.S. Nutrition Services Kitchen Modernization
Page 2

Original Contract Amount	\$	66,255.00
Amount Changed by Previous Change Order(s)	\$	0.00
Contract Amount Prior to this Change Order	\$	66,255.00
Amount Changed by this Change Order.....ADD	\$	2,413.56
Revised Contract Amount.....	\$	68,668.56

% Change by this Change Order	%	3.6
Total % Change of Original Contract Amount	%	3.6

Original Completion Date	September 16, 2016
Revised Completion Date Revised by Previous Change Order(s)	September 16, 2016
Calendar Days added by this Change Order ADD	0
Revised Completion Date through this Change Order	September 16, 2016

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED: _____ Date
Marysville Joint Unified School District

ACCEPTED: _____ Date
United Building Contractors, Inc. 9-12-16

APPROVED: _____ Date
Rainforth - Grau - Architects 9-1-16

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PROPOSED CHANGE ORDER ESTIMATE

Marysville Joint Unified School District

Project Name:	Marysville High School – Nutrition Services Kitchen M	PCO No.	1
Project Address:	12 E 18th Street	Reference RFP No.	
	Marysville, CA 95901	MJUSD/RGA Job No.	8164 / 15-1226
Contractor Name:	United Building Contractors, Inc.	DSA File No.	58-H1
Contractor Address:	P.O. Box 6039	DSA Application No.	02-E00029
	Chico, CA 95927	Date:	24-Aug

Subject: Demo Existing Lid to Locate Water Leak and Air Leak. Repair Duct Leak and Patch Back Lid. Paint

ITEM DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
	HRS	RATE	\$ EXT	QTY	UNIT	U/P	\$ EXT	QTY	UNIT	U/P	\$ EXT
CONTRACTOR WORK:											
Carpenter	12	\$85.25	\$1,023.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
Labor	6	\$67.11	\$402.66	0		\$0.00	\$0.00	0		\$0.00	\$0.00
Supervision	4	\$60.00	\$240.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
Crew Truck	0	\$0.00	\$0.00	0		\$0.00	\$0.00	2	day	\$125.00	\$250.00
Paint/Drywall/Mud	0	\$0.00	\$0.00	1	ls	\$340.00	\$340.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
TOTAL			\$1,665.66				\$340.00				\$250.00
SUBTOTAL BEFORE MARK-UP											\$2,255.66

SUB WORK:											
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
TOTAL			\$0.00				\$0.00				\$0.00
SUBTOTAL BEFORE MARK-UP											\$0.00
SUBTOTAL w/ 10% MARK-UP											\$0.00

DELETED WORK:											
Contractor:	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
TOTAL			\$0.00				\$0.00				\$0.00
SUBTOTAL BEFORE MARK-UP											\$0.00
Sub Work:	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
	0	\$0.00	\$0.00	0		\$0.00	\$0.00	0		\$0.00	\$0.00
TOTAL			\$0.00				\$0.00				\$0.00
SUBTOTAL BEFORE MARK-UP											\$0.00

NET SUBTOTALS											
ADD MARK-UP (NET>0)	7% of the actual direct costs for OH&P										\$2,413.56
CREDIT MARK-UP (NET<0)	7% of the actual direct costs for OH&P										\$0.00
CREDIT MARK-UP (NET<0)	10% of the actual direct costs for OH&P										\$0.00
COST TOTAL											\$2,413.56

☐ Check here if additional pages attached

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