



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

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

THIS CONTRACT made and entered into on December 13, 2016 (Insert Board meeting date or ratification date), by and between Twin Cities Tree Service 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 Five hundred 00 and 0/100 Dollars (\$ 6,500.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C27 (add applicable to trade).

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

4. This contract shall commence upon Board approval as of December 14, 20116 (Insert date after Board approval date or ratification date) with work to be completed within Thirty (30) consecutive days and/or by January 13, 20116.

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

- Refer to ATTACHMENT J, attached hereto (Insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



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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:

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

TYPE OF BUSINESS ENTITY

☒ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

68-0333070
 Employer Identification Number

License No: 702790 Classification: _____ Expiration Date: 02/28/2017

(District Use Only: License verified by Julie Brown Date: 11/7/2016
 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: Twin Cities Tree Service

Contractor Address: 1282 Stabler Lane Ste 630-154
Yuba City, CA 95993

Phone: (530) 682-6409

Email: treeguy4075@syix.com

Print Name: Anthony French

Title: owner

Authorized Signature: _____

District Acceptance: _____

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____

Board Approval Date



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ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Dale Redding
Jeremy Dickinson
Johnny Creekshaw
Russell Dickinson
Esteban Franch

Name(s) of employee(s):

Brad Powers

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

Dated: 11-10-18

Town Care Tree (Company)

[Signature]

(Authorized Signature)

Anthony Franch

(Print Name)

Owner

(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.dlr.ca.gov).

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

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

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

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

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

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

Revised 10-06-2018

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 §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, 2016, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure.
Revised 10-06-2018

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 2.6 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED December 14 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

Anthony French
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.: Yuba Feather School Tree Removal between the
Marysville Joint Unified School District ("District" or "Owner") and Twin Cities Tree Service
("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: Anthony French

Title: owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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

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

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

☐ Other, describe:

DISTRICT

Signature:  Title: LEAD SUP MBO Date: 11/06/16
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)

**Marysville Joint Unified School District****ATTACHMENT E****PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Yuba Feather Tree Removal
between Marysville Joint Unified School District (the "District" or the "Owner") and
Twin Cities Tree Service (the "Contractor" or the "Bidder").

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

Date:

11-10-16

Proper Name of Contractor:

Twin Cities Tree Service

Signature:

A handwritten signature in black ink, appearing to read "Anthony French", written over a horizontal line.

Print Name:

Anthony French

Title:

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

**CONTRACTORS STATE LICENSE BOARD****Contractor's License Detail for License # 702790**

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

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

Data current as of 11/7/2016 1:47:33 PM

Business Information

TWIN CITIES TREE SERVICE
965 CIVIC CENTER BLVD
YUBA CITY, CA 95903
Business Phone Number: (530) 755-1067

Entity Sole Ownership
Issue Date 02/16/1996
Expire Date 02/28/2017

License Status**This license is current and active.**

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information**Contractor's Bond**

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.
Bond Number: 268937C
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 9113926
Effective Date: 10/01/2014
Expire Date: 10/01/2017
Workers' Compensation History

11/7/2016

California Department of Industrial Relations - Contact DIR



Attachment F

[Home](#) [Labor Law](#) [Cal/OSHA Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)

Public Works

Public Works Contractor (PWC) Registration Search

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

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

Registration Year:

Current Fiscal Year: 2016/17

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

example: ABC COMPANY

Contractor License Number

License Number:

702790

1000043925 Contractor Details

County:

Select County

Search

Search Results

2 registered contractors found, displaying all results

Details: Legal Name

View ANTHONY FRENCH

View ANTHONY BRIAN FRENCH

About DIR

Who we are

DIR Divisions, Boards & Commissions

Contact DIR

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

ANTHONY FRENCH

Legal Entity Type

SOLE PROPRIETOR

Trade Name

TWIN CITIES TREE SERVICE

License Number(s)

CSLB : 702790

Mailing Address

1282 STABLER LN, SUITE 630-154
YUBA CITY, CA 95993

Physical Address

955 CIVIC CENTER BLVD.
YUBA CITY, CA 95993


Email Address

TREEGUY4075@SYIX.COM

Conditions of Use

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ESTIMATE		INVOICE	
		TWIN CITIES TREE SERVICE 27857	
Owner: Anthony French 1282 Stabler Lane, Suite 630-154 Yuba City, CA 95993-2625			
(530) 755-1067 cell: (530) 682-6409			
Trimming, Topping, Thinning, Shaping & Removals			
Licensed - PL & PD Insured - Worker's Compensation - Contractor License # 702790			
Name:	M. J. S. D. / Maurice	Date:	1/20/14
Address:	Job Kuban Feather School	Telephone:	
City, State, Zip:	Challenge		
West side of school			
North of Basketball Court			
Selected 7 Pine trees			
that are either Dead, Dying, or			
Damaged and weaker trees			
that are on site in School Area			
2 pines lean Heavy in to Basketball Area			
Safely Remove 7 Pine trees			
clean up and haul		6500.00	
(cut stump low to ground)			
(If want some of wood, will cut			
cut 14 in. to leave			
<p>Thank you for thinking of Twin Cities Tree Service. As part of our services we will gladly assist you in your insurance claim. However you will be held liable for full payment of entire bill or any portion which your insurance carrier fails to pay.</p>			
Signature		TOTAL PAID	6500.00

Attachment J



Marysville Joint Unified School District

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

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

THIS CONTRACT made and entered into on December 13, 2016 (Insert Board meeting date or ratification date), by and between Commercial Appliance Service, Inc hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

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

Seven thousand One hundred Ninety and 0 /100 Dollars (\$ 7,190.00)

(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: C38 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About Us/Library/Licensing Classifications/](http://www.cslb.ca.gov/About%20Us/Library/Licensing%20Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of December, 14, 2016. (Insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by February, 14, 2017.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

68-0290444
 Employer Identification Number

License No: 777830 Classification: C38 Expiration Date: 4/30/2018

(District Use Only: License verified by Julie Brown ^P Date: 12/2/16
 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: Commercial Appliance Service, Inc.
 Contractor Address: 281 Lathrop Way #100 Phone: 916-547-0203
Sacramento, CA 95815 Email: Jim@commercialappliance.com
 Print Name: Jim Mucher
 Title: Service Manager
 Authorized Signature: _____
 District Acceptance: _____ Date: _____
 Ryan DiGiulio, Assistant Superintendent of Business Services Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Ryan Mote
Chris Aguilar
Jacob Hinegardner
Milo Diaz

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: 12/2/14

Commercial Appliance Service, Inc. (Company)
(Authorized Signature)

Jim Mucher (Print Name)

Service Manager (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

Revised 10-08-2018

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit
Revised 10-06-2016

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 completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 10-06-2016

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED December 14, 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**

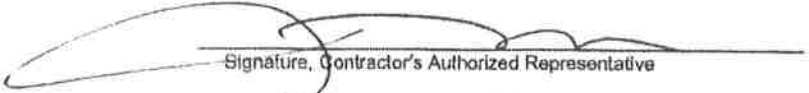
Labor Code section 3700 in relevant part provides:

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
Jim Mueher
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.: Assembly of walk-in freezer between the Marysville Joint Unified School District ("District" or "Owner") and Commercal Appliance Service, Inc. ("Contractor" or "Bidder").

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

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

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

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

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

Name: _____

Title: _____

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

 Other, describe:

DISTRICT

Signature: 

Title:

CEAD SUP MBO

Date:

12-2-12

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.: Assembly of walk-in freezers
between Marysville Joint Unified School District (the "District" or the "Owner") and
Commercial Appliance Service, Inc (the "Contractor" or the "Bidder").

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

Date: 12/2/14

Proper Name of Contractor: Commercial Appliance Service, Inc.

Signature: [Handwritten Signature]

Print Name: Jim Mucher

Title: Service Manager

(Remainder of page left blank intentionally)

Public Works

Public Works Contractors

This is a listing of current and active PWC registrations (also known as "Public Works Contractors") for the California Labor Code.

Enter at least one search criteria in the search box.

Registration Year:

PWC Registration

Contractor Information

Legal Entity Information

Workers' Compensation

Contractor Legal N

Legal Name

Legal Entity Type

License Number:

COMMERCIAL APPLIANCE SERVICE INC

CORPORATION

County:

Trade Name

COMMERCIAL APPLIANCE SERVICE INC

License Number(s)

CSLB 1777800

Search Results

One registered contra

Details Legal Name

Mailing Address

281 LATHROP WAY

View COMMERCIAL A

SACRAMENTO, CA 95815

Physical Address

281 LATHROP WAY

SACRAMENTO, CA 95815

Email Address

TODD@COMMERCIALAPPLIANCE.COM

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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR <u>2016</u>		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name <u>Commercial Appliance Service, Inc.</u>			Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SOS no. <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN <u>68-0290464</u>		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <u>281 Lathrop Way #100</u>			APT. no. Private Mailbox no. Vendor/Payee's daytime telephone no. <u>(916) 567-0203</u>		
City <u>Sacramento</u> State <u>CA</u> ZIP Code <u>95815</u>					
I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:					
<input type="checkbox"/> Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.					
<input checked="" type="checkbox"/> Corporations: The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.					
<input type="checkbox"/> Partnerships: The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.					
<input type="checkbox"/> Limited Liability Companies (LLC): The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.					
<input type="checkbox"/> Tax-Exempt Entities: The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.					
<input type="checkbox"/> Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans: The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.					
<input type="checkbox"/> California Irrevocable Trusts: At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.					
<input type="checkbox"/> Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.					

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) Jim Mucher / Service Manager

Vendor/Payee's signature [Signature] Date 12/2/16

Attachment H

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank. COMMERCIAL APPLIANCE SERVICE, INC.	
2 Business name/disregarded entity name, if different from above COMMERCIAL APPLIANCE SERVICE, INC.	
3 Check appropriate box for federal tax classification. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 281 LATHROP WAY SUITE #100	Requester's name and address (optional)
6 City, state, and ZIP code SACRAMENTO, CALIFORNIA 95815	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
OR									
Employer identification number									
6	8		0	2	9	0	4	6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/1/2016

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/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

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

(Remainder of page left blank intentionally)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2016

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
HUB Int'l - CAL Bronson
3636 American River Drive
Suite 200
Sacramento CA 95864

CONTACT
NAME: Jenni Del Nero
PHONE (A/C, No. Ext): 916-480-4140 FAX (A/C, No.): 916-993-7240
E-MAIL: Jenni.DelNero@hubinternational.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: Golden Eagle Insurance Corp NAIC # 10836
INSURER B: West American Insurance Co 44393
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED COMMAPP-02
Commercial Appliance Svcs, Inc
dba: Commercial Appliance
281 Lathrop Way, Suite 100
Sacramento CA 95815

COVERAGES

CERTIFICATE NUMBER: 86754432

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	CBP9831765	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CBP9831765	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea. accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS		CU8955107	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XWW (17) 57 23 30 14	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

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

RE: Assembly of walk-in freezers at Marysville High School, 18th St., Marysville, CA 95901, and Covillaud Elementary School, 628 F St., Marysville, CA 95901

Additional Insured: Marysville Joint Unified School District where required by written contract.

Forms: CG2037 0704, GECG602 0111

CERTIFICATE HOLDER

Marysville Joint Unified School District
Purchasing Department
1919 B St.
Marysville CA 95901

CANCELLATION

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

Samuel R. Rasmussen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY GOLD ENDORSEMENT

Named Insured: Commercial Appliance Services, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) Is replaced with the following:

2.g. 2) A watercraft you do not own that is:

a) less than 50 feet long; and

b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

a. \$10,000; or

b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and

b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d. are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

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GECC 502 (01/11)

Page 1 of 4

Attachment I

SECTION II - WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
- a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III - LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000; or
- b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
- 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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GECG 502 (01/11)

Page 2 of 4

Attachment I

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

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GECC 602 (01/11)

Page 3 of 4

02/28/2012

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GCAOPPN 00007871 Page

23

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Attachment I

2. This endorsement provision A. does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization included as an insured under provision B. of this endorsement;
- f. To any person or organization specifically designated an additional insured for ongoing operations by a separate ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Attachment I

NAMED INSURED: Commercial Appliance Services, Inc.
POLICY NUMBER: CBP9831765

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADD'L INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PART	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



COMMERCIAL APPLIANCE SERVICE, INC.

PARTS AND SERVICE SPECIALISTS FOR THE FOODSERVICE INDUSTRY

Corporate Headquarters / Remit to Address:

281 Lathrop Way, Suite 100 Sacramento, CA 95815

916.867.0203 | 800.464.2222 | 916.266.9407 Service Fax

CA Lic #777830 | servicecall@commercialappliance.com

Service Quote: 071748

Requested Date: 12/01/2016

Division: CASI

Customer P.O.: NEW P.O. OR USE BLANKE

Total Cost: 3 595.00

Page: 1

Bill To : MA6177

MARYSVILLE JOINT USD

1919 B ST

NUTRITION SERVICES

MARYSVILLE, CA 95901-3731

Phone : (530) 749-6177

Location : MA6024

MARYSVILLE HIGH SCHOOL

12 E. 18TH STREET

MARYSVILLE, CA 95901

Phone (916) 741-6024 Fax (530) 741-7829

Requested By	Contact	Authorized	SA. No.
AMBER	AMBER	AMBER	
Terms	Telephone	Quote Auth Date	Prepared By
NET 30 DAYS	(916) 741-6024		jmuc

# Unit	Description	Brand	Model	Serial
WALK-IN INSTALLATION				
<p>This quote is for the assembly of a new Nor Lake Walk-In being supplied by East Bay Commercial Appliance will assemble the walk-in, make the final connection and test the unit. The customer will need to have power supplied to the box location and we will include enough materials to make the final connection. The final connection point must be within ten feet of the condensing unit. Commercial Appliance must have easy access to set the box up. Anything that is not "normal" will be addressed.</p> <p>All work will take place during normal business hours. This is a Prevailing Wage Project.</p> <p>If we run into any unexpected problems we will inform you of any additional charges and get your approval before completing the work.</p> <p>This estimate is valid for thirty days. Part pricing subject to change. Manufacturers will make price changes throughout the year. Commercial Appliance Service, Inc. can not be held responsible if the manufacturers increase their pricing.</p> <p>Proud member of the Commercial Food Equipment Service Association (CFESA) and a certified CFESA company representing over 180 manufacturers.</p> <p>We thank you for your continued business.</p>				

Qty	Item	Description	Price	Extended
1	MISCSUPPLIES	MISC TRUCK SUPPLIES	175.00	175.00
			Material Subtotal	175.00

Name	Date	Act	Hrs	Rate	Charge
SERVICE ESTIMATOR	12/01/2016	L	1.00	3,276.00	3,276.00
				Labor Subtotal	3,276.00

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COMMERCIAL APPLIANCE SERVICE, INC.

PARTS AND SERVICE SPECIALISTS FOR THE FOODSERVICE INDUSTRY

Corporate Headquarters / Remit to Address:

281 Lathrop Way, Suite 100 Sacramento, CA 95816

916.667.0203 | 800.484.2222 | 916.266.9407 Service Fax

CA Lic #777830 | servicecall@commercialappliance.com

Service Quote: 071748

Requested Date: 12/01/2016

Division: CASI

Customer P.O.: NEW P.O. OR USE BLANKE

Total Cost: 3,595.00

Page: 2

Bill To : MA6177

MARYSVILLE JOINT USD

1919 B ST

NUTRITION SERVICES

MARYSVILLE, CA 95901-3731

Phone : (530) 749-6177

Location : MA6024

MARYSVILLE HIGH SCHOOL

12 E 18TH STREET

MARYSVILLE, CA 95901

Phone (916) 741-6024 Fax (530) 741-7829

Requested By	Contact	Authorized	SA. No.
AMBER	AMBER	AMBER	
Terms	Telephone	Quote Auth Date	Prepared By
NET 30 DAYS	(916) 741-6024		jmuc

Terms: This service quote is an estimate. Estimates are valid for 30 days. Part pricing is subject to change. Some unknown conditions may cause estimated times to fluctuate. We will try to communicate any overages a.s.a.p. when problems occur. By signing, you agree to the terms and approve the estimate. CSLB#777830

Item Subtotal :	175.00
Labor :	3,276.00
Truck Charge :	130.87
Sales Tax :	13.13
Total :	3,595.00
Estimate Total :	3,595.00

Customer Signature _____

Print _____

Date _____

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COMMERCIAL APPLIANCE SERVICE, INC.

PARTS AND SERVICE SPECIALISTS FOR THE FOODSERVICE INDUSTRY

Corporate Headquarters / Remit to Address:

281 Lathrop Way, Suite 100 Sacramento, CA 95815

916.867.0203 | 800.464.2222 | 916.266.9407 Service Fax

CA Lic #777830 | servicecall@commercialappliance.com

5

Service Quote: 071741

Requested Date: 12/01/2016

Division: CASI

Customer P.O.: NEW P.O. OR USE BLANKE

Total Cost: 3,595.00

Page: 1

Bill To :	MA6177
MARYSVILLE JOINT USD	
1919 B ST	
NUTRITION SERVICES	
MARYSVILLE, CA 95901-3731	
Phone : (530) 749-6177	

Location :	CO6121
COVILLAUD ELEMENTARY SCHOOL	
628 F ST	
MARYSVILLE, CA 95901-5405	
Phone (530) 741-6121 Fax	

Requested By	Contact	Authorized	SA. No.
AMBER	AMBER	AMBER	
Terms	Telephone	Quote Auth Date	Prepared By
NET 30 DAYS	(530) 741-6121		jmuc

# Unit	Description	Brand	Model	Serial
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WALK-IN INSTALLATION

This quote is for the assembly of a new Nor Lake Walk-In being supplied by East Bay. Commercial Appliance will assemble the walk-in, make the final connection and test the unit. The customer will need to have power supplied to the box location and we will include enough materials to make the final connection. The final connection point must be within ten feet of the condensing unit. Commercial Appliance must have easy access to set the box up. Anything that is not "normal" will be addressed.

All work will take place during normal business hours. This is a Prevailing Wage Project.

If we run into any unexpected problems we will inform you of any additional charges and get your approval before completing the work.

This estimate is valid for thirty days. Part pricing subject to change. Manufacturers will make price changes throughout the year. Commercial Appliance Service, Inc. can not be held responsible if the manufacturers increase their pricing.

Proud member of the Commercial Food Equipment Service Association (CFESA) and a certified CFESA company representing over 180 manufacturers.

We thank you for your continued business.

Qty	Item	Description	Price	Extended	
1	MISCSUPPLIES	MISC TRUCK SUPPLIES	175.00	175.00	
Material Subtotal				175.00	
Name	Date	Act	Hrs	Rate	Charge
SERVICE ESTIMATOR	12/01/2016	L	1.00	3,276.00	3,276.00
Labor Subtotal					3,276.00

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COMMERCIAL APPLIANCE SERVICE, INC.

PARTS AND SERVICE SPECIALISTS FOR THE FOODSERVICE INDUSTRY

Corporate Headquarters / Remit to Address:

281 Lathrop Way, Suite 100 Sacramento, CA 95816

916.667.0203 | 800.464.2222 | 916.266.8407 Service Fax

CA Lic #777830 | servicecall@commercialappliance.com

Bill To : MA6177
MARYSVILLE JOINT USD
1919 B ST
NUTRITION SERVICES
MARYSVILLE, CA 95901-3731
Phone : (530) 749-6177

Service Quote: 071741

Requested Date: 12/01/2016
Division: CASI
Customer P.O.: NEW P.O. OR USE BLANKE
Total Cost: 3,595.00
Page: 2

Location : CO6121
COVILLAUD ELEMENTARY SCHOOL
628 F ST
MARYSVILLE, CA 95901-5405
Phone (530) 741-6121 Fax:

Requested By	Contact	Authorized	SA. No.
AMBER	AMBER	AMBER	
Terms	Telephone	Quote Auth Date	Prepared By
NET 30 DAYS	(530) 741-6121		jmuc

Terms: This service quote is an estimate. Estimates are valid for 30 days. Part pricing is subject to change. Some unknown conditions may cause estimated times to fluctuate. We will try to communicate any overages a.s.a.p. when problems occur. By signing, you agree to the terms and approve the estimate. CSLB#777830

Item Subtotal:	175.00
Labor:	3,278.00
Truck Charge:	130.87
Sales Tax:	13.13
Total:	3,595.00
Estimate Total:	3,595.00

Customer Signature _____ Print _____ Date _____

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CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 777830

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

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

Data current as of 12/2/2016 8:56:38 AM

Business Information

COMMERCIAL APPLIANCE SERVICE INCORPORATED
281 LATHROP WAY #100
SACRAMENTO, CA 95815-4200
Business Phone Number:(916) 567-0203

Entity Corporation
Issue Date 04/26/2000
Expire Date 04/30/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C38 - REFRIGERATION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 104700237
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JEFFREY JAMES EICHMAN 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: 05/21/2004

Workers' Compensation

This license has workers compensation insurance with the WEST AMERICAN INSURANCE COMPANY
Policy Number:XWW57233014
Effective Date: 04/01/2016
Expire Date: 04/01/2017
Workers' Compensation History

Other

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 10-1-16 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency : Marysville Joint Unified School District Nonpublic School Devereux Texas Treatment Network

LEA Case Manager: Name Toni Vemler Phone Number 530-749-6182

Pupil Name _____ Sex: ☐ M ☐ F Grade: 12+
 (Last) (First) (M.I.)

Address _____ City Marysville State/Zip CA

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (916) _____ (_____)
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
 _____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
 _____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE EDUCATION PROGRAM:* (Applies to nonpublic schools only); Daily Rate: _____

Estimated Number of Days 188 x Daily Rate 129.02 = PROJECTED BASIC EDUCATION COSTS (A) \$24,255.76

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							

Business Services Department

Approval: [Signature]

Date: 12/10/16

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)		x		\$171.84 per day			\$47,084.16
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)		x	Room and board	\$214.11 per day		365	\$78,150.15
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \$149,490.07

D. SPECIALIZED EQUIPMENT/SUPPLIES

\$

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TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) \$

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7-19-2016

6. Progress Reporting Requirements: ☒ Quarterly ☒ Monthly ☐ Other (Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Deveruex Texas Treatment Network
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

Pamela E. Reed 10-19-16
(Signature) (Date)

Ryan DiGiulio 12/13/16
(Signature) (Date)

Pamela E. Reed, Executive Director
(Name and Title)

Ryan DiGiulio, Asst. Supt.
(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on July 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	Marysville Joint Unified School District	Nonpublic School/Agency	Sierra School at Eastern- Lower	
Address	1919 B Street	Address	1150 Eastern Avenue	
City, State, Zip	Marysville, California 95901	City, State, Zip	Sacramento, CA. 95864	
LEA Case Manager	Toni Vernier	Phone	916-488-5455	916-488-6763
Student Last Name		Student First Name		
D.O.B.		Program Contact Name	Carlee Erickson, Director	
Grade	8	Phone		
Level		E-Mail		
Sex	() M (x) F	Education Schedule - Regular School Year		
Parent/Guardian Last Name		Number of Days	180	Number of Weeks
Parent/Guardian First Name		Education Schedule - Extended School Year		
Address		Number of Days	19	Number of Weeks
City, State, Zip		Contract Begins	10-4-16	Ends 6-30-2017
Home Phone		Master Contract Ratified by the Governing Board on	7-19-2016	
Business				

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per week/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg. School Year	EBY	
A. BASIC EDUCATION		x			\$145.00		180	19	\$28,855.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/EA b. Reimbursed									
2. Counseling a. Group b. Individual c. Family		x			\$65.00 per hr	1 30 minute session per wk	38 weeks		\$ 1,235.00
3. Adapted P.E. a. Group of b. Individual									
4. Speech/Language a. Group of b. Individual c. Communication									
5. SCLIA a. Individual b. Group of									

Business Services Department

Approval:
Date: 12/2/16

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B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Intensive Academic Instruction									
7. Occupational Therapy									
a. Group or									
b. Individual									
c. Consultation									
8. Physical Therapy									
a. Individual									
b. Consultation									
9. Behavior Intervention (BI)									
a. Consultation									
b. Direct (BI)									
c. Supervision (BI)									
d. Assessment									
10. Nursing									
11. Other									
						TOTAL COST			\$30,090.00

5. Progress Reporting Requirements: x Quarterly Monthly Other (Specify)

MASTER CONTRACT Approved BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Sierra School at Eastern-Lower
(Name of Nonpublic School/Agency)

Marvsville Joint Unified School District
(Name of School District)

Carlee Erickson 10/14/16
(Signature) (Date)

Ryan DiGiulio 12/13/16
(Signature) (Date)

Carlee Erickson, Director
(Name and Title)

Ryan DiGiulio, Asst. Supt.
(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 9-6-16 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)		Marysville Joint Unified School District		Nonpublic School/Agency		Sierra Schools Eastern Upper	
Address		1919 B Street		Address		1150 Eastern Avenue	
City, State Zip		Marysville CA. 95901		City, State, Zip		Sacramento, CA 95864	
LEA Case Manager		Jessica Guth		Phone		530-533-5464	
				Fax			
Student Last Name				Student First Name			
D.O.B.				Program Contact Name		Brittany Anernig	
				Phone			
				Fax			
Grade		12		Level			
Sex		(x) M () F		e-Mail			
Parent/ Guardian Last Name		Molina		Parent/ Guardian First Name		Ana and Robert	
Address				Number of Days		180	
City, State, Zip				Education Schedule - Extended School Year			
				Number of Days		20	
				Number of Weeks		5	
Home Phone				Contract Begins		11-29-2016	
				Ends		6-30-2017	
				Master Contract Approved by the Governing Board on			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		x			\$145.00		180	20	\$29,000.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E. a. Group of b. Individual									
4. Speech/Language a. Group of b. Individual c. Consultation									
5. SCIA a. Individual b. Group of		a.			\$18.50 Per hour	5.5 hrs. daily	180	20	\$20,350.00

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Business Services Department

Approval: 

Date: 12/2/16

Marysville Joint Unified School District

CONTRACT SERVICES AGREEMENT

Together Behavior Solutions
Behavior Intervention Support for Students with Special Needs

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this December 13, 2016 for work commenced in July 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Together Behavior Solutions. For the purposes of this Agreement DISTRICT and Together Behavior Solutions 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:

ENGAGEMENT TERMS

SCOPE OF WORK: Together Behavior Solutions agrees to provide services according to requests made by Individual Education Planning Teams (IEP teams) and referrals to the Director of Special Education. All referrals from IEP teams must be made to the Director prior to work commencing from Together Behavior Services. The general scope of work consists of classroom and teacher consultative services, behavior evaluation services, consultation with school psychologists and parents, and assistance with designing and implementing behavior intervention plans.

TERM: This Agreement shall have a term of the 2016-2017 school year, concluding July 30, 2017. 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.

COMPENSATION:

Together Behavior Solutions shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is prescribed within student IEPs as approved by the Director of Student Services.

Together Behavior Services will invoice business services on a monthly schedule. Invoice requests will be compared to actual IEP documentation prior to clearing for payment.

Together Behavior Solutions compensation rate is \$112.50 per hour of work. **The Not to Exceed Amount for this agreement shall be \$15,000.00.**

- 1.1 PAYMENT OF COMPENSATION: Payment for services shall be paid to CONTRACTOR in 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.
- 1.2 Within 15 calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within 30 calendar days 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.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Assistant Superintendent of Business Services and the Director of Student Services (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Assistant Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives

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Business Services Department

Approval: [Signature]

Date: 12/2/16

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 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. For example, written reports and recommendations to IEP teams.

2.3 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 understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- D. 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
- E. All of CONTRACTOR's employees and agents possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

2.4 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.

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 One Million Dollars (\$1,000,000.00) 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.

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

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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 Indemnities") 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 Indemnities 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 Indemnities 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 DISTRICT.
- 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.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT or CONTRACTOR may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR/DISTRICT a minimum of 30 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.

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, 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.
- 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:
Together Behavior Solutions
Attn: Eve and Daniel Dineen
PO Box 297

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

Wheatland, CA 95692
(916) 835-1100

Attn: Toni Vernier
530-749-6180

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 work currently completed by the 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, CA, 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.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 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: _____
Dr. Gay Todd, Superintendent

Together Behavior Solutions:

By: Eve Dineen

Name: Eve Dineen

Title: _____

Exhibit A-Scope of Work

1. Consultation with general and special educators and school psychologists regarding individual behavior plans and unique behavior support for individual students as prescribed by the student's Individualized Education Plan (IEP).
2. Attendance at IEP meetings as requested and approved by the Director of Student Services.
3. Support and assistance in designing, writing, and training for Behavior Support Plans.
4. As assistance with staff development as requested by the Director of Student Services.

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RECEIVED NOV 9 - 2016

MJUSD
Personnel Dept.
NOV 09 2016

November 9, 2016

Dear Amber Watson,

RECEIVED

Please accept this as my official resignation letter from MJUSD Nutritional Services, effective November 18, 2016. I have very much enjoyed my employment and appreciate the opportunity I was given.

This was not an easy decision for me to make. The last two years have been very rewarding and I have gained a tremendous amount of experience.

Thank you again and I wish all the best to everyone in Nutritional Services.

Sincerely,

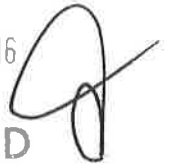


Heather Gwinnup

165

NOV 29 2016

RECEIVED



Mary Sarringar
532 Windsor Dr.
Yuba City, CA 95991

November 28, 2016

Kathy Woods, Child Development Director
MJUSD
1919 B Street
Marysville, CA 95901

Dear Ms. Woods,

Please accept this letter as official notice of my resignation from my position as
Preschool Teacher/Para educator at Kynoch Preschool. My last day of
employment will be December 31, 2016.

I have truly enjoyed my time working as part of the Child Development team. I
am incredibly grateful for all the opportunities this job has afforded me as well as
the experiences and skills I have gained while being employed at MJUSD.

I would also like to take this opportunity to extend my personal thank you for all
your support over the years.

Sincerely,



Mary Sarringar

166

NOV 14 2016

RECEIVED

Sherrill Taylor - November 11, 2016

P.O. Box 775, Olivehurst, Ca 95961

Ramiro Carreon,

Assistant Superintendent for Personnel Services

Dear Ramiro Carreon,

After forty three plus years of service, I feel that the time has come for me to retire. Please consider this letter formal notice of my intent to retire effective, December 31, 2016.

I have spent all these years at Ella School, and I will always treasure the many wonderful memories I have from that time. Through the years I have been privileged to work with so many excellent people and given the opportunity to learn so much!. Starting with general education, then working with special education in RSP, and now with the students in SDC. The memories of all the children, some through generations, they are really awesome! I have truly enjoyed my job and Ella School! I do not plan to have Ella School become a stranger to me, after all these years. I will be happy to help, if needed, in any transition. I can volunteer, sub, work extra help, or temporary.

Yours sincerely,

Sherrill Taylor

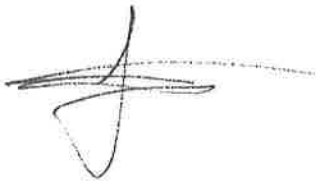
MJUSD
Personnel Dept
NOV 29 2016

RECEIVED

To whom it may concern,

I am giving my formal letter of resignation on this day, 11/29/2016, with my final day of work to be 12/26/2016. I appreciate every opportunity I have been given to excel as an employee of M.J.U.S.D. The tasks I have been employed to perform have helped me become more in touch with the community and more in tune with its needs. The people I have met through work and the connections I have made have led me to the career of law enforcement. I would like to thank Mrs. Lori Guy and the entire staff at Edgewater Elementary for making my time in the district enjoyable, and also for helping me pursue my career in law enforcement.

Sincerely,



John Watson

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Includes Purchase Orders dated 11/01/2016 - 11/30/2016				Board Meeting Date December 13, 2016	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Accounting/Payroll (103)					
P17-01969	Peak-Ryzex Inc.	Maint. 2016-17 SY	01-5621-0000	1,214.58	
Location After School Program (107)					
P17-01820	S & S WORLDWIDE	KYN STARS	01-4300-6010	120.04	
P17-01948	SUTTER BUTTES COMMUNICATIONS	Radio Repairs/ Multiple Sites	01-5641-6010	1,352.50	
			Total Location	1,472.54	
Location Arboga Elementary (01)					
P17-01849	FIRST BOOK ATTN: FBMP PAYMENTS	Library/BWEST	01-4200-0003	81.59	
P17-01891	AMAZON.COM	Supplies/Rm 7	01-4300-1100	37.13	
P17-01899	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies/LAGORIO	01-4300-0003	238.79	
P17-01904	TROXELL COMMUNICATIONS INC	Sound System	01-4410-0004	539.25	
P17-01916	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HANSEN	01-4300-0003	99.78	
P17-01918	AMAZON.COM	Supplies/OFFICE	01-4300-1100	144.85	
P17-02013	Adventure To Fitness	ADVENTURETOFITNESS.COM /PRESTON	01-5801-0003	299.00	
			Total Location	1,440.39	
Location Browns Valley Elementary (03)					
P17-01882	SCHOOL SPECIALTY	BVS Glides	01-4300-1100	125.90	
P17-01924	GOVCONNECTION, INC.	Color Multifunction Printer	01-4300-0004	389.52	
			Total Location	515.42	
Location Business Services (106)					
P17-01888	HARTFORD INSURANCE	FLOOD INSURANCE 2016-2017 Additional Buildings	01-5450-0000	23,320.00	
P17-01968	SUTTER BUTTES COMMUNICATIONS	FCC Fees	01-5801-0004	1,500.00	
P17-01976	MYERS-STEVENSON & CO INC	Farm Day-Multi Sites 09/30/16	01-5890-9010	1,377.25	
P17-01982	NCSIG	Claim #160114 10/15/15 Bodily Injury	01-5451-0000	5,957.60	
P17-01991	PFM Group	Final Arbitrage 2008 GO Bonds	01-5801-0000	1,000.00	
			Total Location	33,154.85	
Location Categorical (203)					
P17-01825	NATIONAL SEMINARS TRAINING	Material to enhance program	01-4300-0003	216.95	
Location Cedar Lane Elementary (05)					
P17-01867	Tangible Play, Inc.	office	01-4300-0003	377.58	

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Includes Purchase Orders dated 11/01/2016 - 11/30/2016

Board Meeting Date December 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05) (continued)				
P17-01890	OFFICE DEPOT B S D	office	01-4300-0004	3,000.00
P17-01941	YOUTH DEVELOPMENT NETWORK	Jill	01-5801-3010	5,437.50
P17-01946	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Jones	01-4300-0003	65.08
P17-01949	IMAGESTUFF.COM	April	01-4300-0003	86.80
P17-01983	SUTTER BUTTES COMMUNICATIONS	CLE Radio	01-4300-6500	323.38
P17-02010	TROXELL COMMUNICATIONS INC	Chromebok Cart	01-4410-0003	1,437.63
Total Location				10,727.97
Location Charter Academy For Fine Arts (42)				
P17-01796	MUSIC CONNECTION	Supplies - Band	09-4300-1100	500.00
P17-01799	NASCO	Supplies - Science	09-4300-1100	54.22
P17-01810	AMAZON.COM	Supplies - Drama	09-4300-0000	87.09
P17-01833	PSAT/NMSQT	Testing Materials	09-4300-0000	315.00
P17-01834	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	147.00
P17-01854	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Supplies - Dance	09-4300-9010	163.20
P17-01860	GOVCONNECTION, INC.	Hard Drive	09-4300-0000	60.56
P17-01864	AMAZON.COM	Supplies - Drama	09-4300-0000	71.14
P17-01865	IN THE NEWS	Supplies - Office	09-4300-0000	265.44
P17-01870	AMAZON.COM	Supplies - Drama	09-4300-0000	105.14
P17-01875	JOSTENS INC AWARDS DIVISION	Yearbook	09-4300-9010	4,277.00
P17-01920	PRECISION 1 SCREENPRINTING AND EMBROIDERY	T-Shirts	09-4300-9010	1,463.63
P17-01922	WAL-MART COMMUNITY BRC	Supplies - Dance	09-4300-9010	800.00
P17-01951	AMANDA BLANCHARD	Dance Instruction	09-5801-0000	350.00
P17-01960	CITY OF MARYSVILLE RECREATION DEPT	Entry Fee	09-5890-0000	25.00
P17-01966	CITY OF MARYSVILLE RECREATION DEPT	Sign Rental	09-5890-0000	200.00
Total Location				8,884.42
Location Child Development (51)				
P17-01492	TEACHERS COLLEGE PRESS	DO Rm105 Kathy Woods	12-4300-6105	92.11
P17-01837	AMAZON.COM	Kynoch Preschool Supplies Carmen Mota	12-4300-6105	75.93
P17-01862	HATCH COMPANY	Cedar Lane Preschool Supplies- Dao	12-4300-6105	214.89
P17-01863	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Preschool Supplies- Dao	12-4300-6105	1,227.92

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2016
4:18PM

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ONLINE
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Includes Purchase Orders dated 11/01/2016 - 11/30/2016				Board Meeting Date December 13, 2016	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Child Development (51) (continued)					
P17-01943	AMAZON.COM	Child Development Office Supplies	12-4300-6052	778.12	
P17-01950	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5059950	12-4300-6127	1,615.00	
P17-01977	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies room C Jackie Midthun	12-4300-6105	740.96	
			Total Location	4,744.93	
Location Community Day School (54)					
P17-01815	Today's Classroom	Headphones	01-4300-0003	460.01	
P17-01816	TROXELL COMMUNICATIONS INC	Smartboard rail	01-4300-3010	400.37	
P17-02011	AMAZON.COM	Technology/screen	01-4300-3010	287.51	
P17-02012	AMAZON.COM	Technology/supplies	01-4300-0003	75.96	
			Total Location	1,223.85	
Location Cordua Elementary (07)					
P17-01832	AMAZON.COM	Wireless Presenter	01-4300-3010	139.14	
P17-01999	GOVCONNECTION, INC.	Color Multifunction Printer	01-4300-0003	239.52	
			01-4300-6500	150.00	
			Total Location	528.66	
Location Covillaud Elementary (09)					
P17-01866	READ NATURALLY	COV Student supplies	01-4300-0003	81.77	
P17-01871	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	31.77	
P17-01910	AMAZON.COM	COV Tech	01-4300-0003	53.09	
			Total Location	166.63	
Location Dobbins Elementary (11)					
P17-01859	CDW-G COMPUTER CENTER	Projector Filter	01-4300-0004	17.82	
P17-01975	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0004	300.00	
			Total Location	317.82	
Location Edgewater Elementary (12)					
P17-01850	SCHOLASTIC INC	EDG	01-4300-0003	558.61	
P17-01876	CDW-G COMPUTER CENTER	EDG 14" Chromebooks	01-4300-0003	3,589.98	
P17-01877	B & H PHOTO	EDG Chrombook Charging Cart	01-4300-0003	457.89	
P17-01942	CDW-G COMPUTER CENTER	Admin CPU	01-4410-1100	1,041.60	
P17-01944	AMAZON.COM	Table and Chairs	01-4300-1100	277.80	
			Total Location	5,925.88	

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2016 4:18PM

ESCAPE

ONLINE

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Includes Purchase Orders dated 11/01/2016 - 11/30/2016

Board Meeting Date December 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13)				
P17-01831	GOVCONNECTION, INC.	Classroom Tech Supplies	01-4300-0003	498.54
P17-01952	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS (Shady Creek		01-5890-9010	6,955.00
P17-02008	SCHOOL SPECIALTY	Ella Teacher Lab	01-4300-1100	18,430.41
			01-4410-1100	2,545.55
			01-5801-1100	2,400.00
P17-02014	WAL-MART COMMUNITY BRC	Walmart PO	01-4300-1100	400.00
			Total Location	31,229.50
Location Facilities (66)				
P17-01883	INTERWEST INSURANCE SER., INC.	Builders Risk 8171- Lindhurst	01-5450-0010	3,379.44
P17-01955	WARREN CONSULTING ENGINEERS, INC.	8157: Edgewater Restrooms 2017	01-6222-0010	1,800.00
P17-01987	Intellicapt	8075 Stage Skatetoppers for LHS	01-4300-0010	436.05
P17-01989	NORTH VALLEY BARRICADE & SAFET	Handicapped Sign	01-4300-0000	49.45
			Total Location	5,664.94
Location Foothill Intermediate (35)				
P17-01800	American Assoc. of Univ. Women Attn: June McJunkin	AAUW Conf	01-5890-1100	210.00
P17-01869	AMAZON.COM	fhs	01-4300-1100	17.89
P17-01873	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-3010	139.34
P17-01874	TROXELL COMMUNICATIONS INC	Smartboard rail	01-4300-3010	420.98
P17-01912	SPORTS OFFICIALS INTERMED SCH	sports	01-5801-0000	1,200.00
P17-01925	TROXELL COMMUNICATIONS INC	Chrombook Cart	01-4410-3010	1,437.63
P17-01967	SUTTER BUTTES COMMUNICATIONS	fhs	01-4300-1100	407.58
			Total Location	3,833.42
Location Indian Education (108)				
P17-01828	BI-COUNTY IRRIGATION, INC	PVC Pipes	01-4300-4511	500.00
Location Instruction (IMC) (110)				
P17-01790	SOLUTION TREE	Solution Tree Maria Nielsen	01-5801-3010	19,500.00
P17-01792	Jennifer Finney-Ellison Educational Consulting	Jennifer Finney-Ellison Prof. Dev.	01-5801-3010	3,000.00
P17-01793	Dr. Kate Kinsella	Kate Kinsella, Ed.D.	01-5801-3010	5,000.00
P17-01802	MCGRAW-HILL SCHOOL EDUCATION	Wonders Training McGraw Hill	01-5801-4035	20,000.00

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Includes Purchase Orders dated 11/01/2016 - 11/30/2016

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15)				
Location Instruction (IMC) (110) (continued)				
P17-01830	Follett School Solutions, Inc.	Novels for CDS	01-4100-6300	333.96
P17-01930	EDUCATIONAL DATA SYSTEMS INC	CELDT Excessive Materials Charge 2015-16	01-5801-0000	84.06
Total Location				47,918.02
Location Kynoch Elementary (17)				
P17-01848	DJEMBE DIRECT	Music supplies	01-4300-0004	548.43
P17-01861	CDW-G COMPUTER CENTER	Printers	01-4300-0003	412.41
P17-01981	School Administrators Publishing Company	For Nou	01-4300-1100	49.35
Total Location				1,010.19
Location Linda Elementary (19)				
P17-01826	GOVCONNECTION, INC.	ELPLP42 Bulb	01-4300-1100	1,267.06
P17-01868	TROXELL COMMUNICATIONS INC	Elmo Power Cords	01-4300-1100	253.89
P17-01889	RISO PRODUCTS OF SACRAMENTO	SUPPLIES	01-4300-0004	1,397.10
P17-01892	AMAZON.COM	Samsung Toner for ML3712nd printer	01-4300-1100	1,637.27
P17-01914	Cerebellum Corporation	CONFLICT PROGRAM	01-4300-0004	390.58
P17-01919	B & H PHOTO	MICROPHONE	01-4300-1100	233.28
P17-01974	MYERS-STEVENSON & CO INC	WALKING FIELD TRIP TO PRESTIGE	01-5890-9010	40.25
P17-01985	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMENT	WALKING FIELD TRIP TO PRESTIGE	01-4300-6500	166.55
P17-01994	MYERS-STEVENSON & CO INC	Insurance, Sutter Buttes 3rd grade	01-5890-9010	94.50
Total Location				5,480.48
Location Linda Elementary (19)				
P17-01856	PERMA BOUND	Library Books	01-4200-0003	1,024.57
P17-01933	AMAZON.COM	ISBN10: 1506302904 - Hard Conversations Unpacked	01-4300-0004	59.35
P17-01945	TROXELL COMMUNICATIONS INC	Elmo	01-4410-3010	1,803.27
P17-02004	IVS Computer Technology	Replacement Smartboard	01-4410-3010	2,203.00
Total Location				5,090.19
Location Lindhurst High (43)				
P17-01794	Western Pacific Mechanical Svc	Ice Machine Repair 9-22-16	01-5641-0004	636.30
P17-01797	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	191.79
P17-01798	VISTA HIGHER LEARNER	Classroom Supplies/Lamas	01-4300-0003	53.39
P17-01803	PSAT/NMSQT	PSAT	01-4300-9010	465.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Lindhurst High (43) (continued)					
P17-01805	WARDS NATURAL SCIENCE	Classroom Supplies/Hutchinson	01-4300-0003	29.89	
P17-01806	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	42.64	
P17-01807	FLINN SCIENTIFIC INC	Classroom Supplies/Hutchinson	01-4300-0003	52.70	
P17-01808	NASCO	Classroom Supplies/Hutchinson	01-4300-0003	121.23	
P17-01809	AMAZON.COM	Classroom Supplies/Hutchinson	01-4300-0003	20.15	
P17-01818	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	117.46	
P17-01822	AMAZON.COM	Supplies	01-4300-0003	31.67	
P17-01823	AMAZON.COM	Classroom Supplies	01-4300-0003	112.79	
P17-01824	AMAZON.COM	Supplies	01-4300-0003	61.26	
P17-01827	CLASSIC GOLF CAR, INC.	Golf Carts	01-5641-6690	667.49	
P17-01829	MJB WELDING SUPPLY	CTE WELD MOSS	01-4300-9023	845.85	
			01-4410-9023	645.81	
P17-01851	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	270.03	
P17-01852	AMAZON.COM	Classroom Supplies	01-4300-0003	64.93	
P17-01853	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	21.65	
P17-01857	Western Pacific Mechanical Svc	Ice Machine Repair 9-23-16	01-5641-0004	819.25	
P17-01884	ESE Networks	Classroom Supplies/Spangler	01-5801-0004	3,240.00	
P17-01915	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	43.36	
P17-01917	NASCO	Classroom Supplies/Hutchinson	01-4300-0003	27.69	
P17-01958	GOVCONNECTION, INC.	ELPLP42 Bulb	01-4300-0003	506.83	
P17-01963	CITY OF MARYSVILLE RECREATION DEPT	Band	01-5890-1100	25.00	
P17-01973	CEV MULTIMEDIA	LHS CTE WELD MOSS BE/EP	01-5801-9039	750.00	
P17-01979	CENGAGE LEARNING	Textbooks	01-4100-0004	2,826.23	
P17-01984	MYERS-STEVENSON & CO INC	ED Field Trip 12/8	01-5890-6500	35.00	
Total Location				12,725.39	
Location Loma Rica Elementary (21)					
P17-01795	AMAZON.COM	PBIS Supplies	01-4300-0003	113.04	
P17-01801	AMAZON.COM	PE Supplies	01-4300-0004	47.26	
P17-01905	CURRICULUM ASSOCIATES	i-Ready Reading Program	01-5801-3010	3,842.50	
P17-01929	AMAZON.COM	Parental Involvement Supplies	01-4300-3010	28.19	

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Loma Rica Elementary (21) (continued)				
P17-01934	AMAZON.COM	Custodial Supplies	01-4320-0000	56.41
Total Location				4,087.40
Location Maintenance (63)				
P17-01811	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLER	01-5641-8150	1,074.23
P17-01813	BEN TOILET RENTALS	MAINTENANCE/LOMA RICA	01-5630-8150	280.25
P17-01836	VERIZON WIRELESS	Samsung Convey 4 (New Line) Toby Hayes	01-4300-8150	16.32
P17-01901	L & H AIRCO	MAINTENANCE	01-5642-8150	730.18
P17-01902	MESCHER DOOR COMPANY	MAINTENANCE/WAREHOUSE	01-5641-8150	125.00
P17-01903	J.W. WOOD COMPANY, INC	Supplies	01-4410-8150	8,154.87
			Total Location	6,051.34
P17-01913	Carpet II Inc. DBA Premier Floors	MAINTENANCE/CEDAR LANE C104, C105	01-5801-8150	8,137.47
P17-01953	CAPITOL BUILDERS HARDWARE INC	Maintenance/YESCA	01-5801-0000	4,684.74
P17-01954	Buttacavoli Window & Door	MAINTENANCE/DO STAFF ROOM	01-5801-8150	142.36
P17-01956	J.W. WOOD COMPANY, INC	MAINTENANCE	01-4300-8150	168.58
P17-01957	SIEMENS BUILDING TECHNOLOGIES	MAINTENANCE/MHS	01-5801-8150	200.00
P17-01965	Kiz Construction	MAINTENANCE/ARBOGA PLAY AREA	01-6170-0010	38,000.00
P17-01971	CITY OF MARYSVILLE	MAINTENANCE	01-5890-8150	362.00
P17-01988	W.V. ALTON	Maintenance/Warehouse Heater	01-5801-0000	3,225.00
			Total Location	71,352.34
Location Marysville High (45)				
P17-01835	MCNALLY APPLIANCE	Dishwasher Repair in Science Building	01-5641-1100	286.42
P17-01847	AMAZON.COM	3D Animation Supplies	01-4410-0004	1,321.53
P17-01858	AMAZON.COM	Phone Cords for Classrooms	01-4300-0004	32.52
P17-01885	CDW-G COMPUTER CENTER	Counselor Monitor	01-4300-1100	171.96
P17-01911	MYERS-STEVENSON & CO INC	Field Trip Insurance TLC	01-5890-0004	35.00
P17-01921	CAPITOL PLYWOOD INC.	Woodshop Supplies	01-4300-9010	912.44
P17-01927	MYERS-STEVENSON & CO INC	Myers-Stevens ROP Child Development	01-5890-0004	35.00
P17-01928	MYERS-STEVENSON & CO INC	Myers-Stevens FARMS at Colusa	01-5890-7010	35.00
P17-01932	CENGAGE LEARNING	Health Science Updated Supplemental	01-4200-9039	4,990.92
P17-01947	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Child Development Supplies	01-4300-0004	666.07

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-01959	OFFICE DEPOT B S D	Open PO for ROP Child Development	01-4300-0004	400.00
P17-01980	Dave Boberg Wood Floors	Maintenance/Marysville High BB	01-5801-1100	8,500.00
P17-01992	MYERS-STEVENS & CO INC	Myers-Stevens FARMS at Full Belly Farm	01-5890-7010	35.00
P17-02009	WAL-MART COMMUNITY BRC	Link Crew Supplies	01-4300-0004	500.00
Total Location				17,921.86
Location Nutrition Services (73)				
P17-01838	LA TAPATIA TORTILLERIA, INC	Tortilla Chip delivery 11/10/16 for Warehouse Inv.	13-9325-5310	781.00
P17-01841	TYSON FOODS	Food Order for Warehouse Inventory	13-9325-5310	9,837.42
P17-01842	ADVANCE PIERRE FOODS	Food Order for Warehouse Inventory	13-9325-5310	5,977.33
P17-01843	Fat Cat Scones	Food Order for Warehouse Inventory	13-9325-5310	2,809.20
P17-01844	JENNIE-O-TURKEY STORE	Food Order for Warehouse Inventory	13-9325-5310	7,904.40
P17-01845	NATIONAL FOOD GROUP	Food Order for Warehouse Inventory	13-9325-5310	3,232.50
P17-01855	Crown Distributing	Kitchen Supplies for Warehouse Inventory	13-9326-5310	955.14
P17-01878	Jamaal Whitmore	Student Refund	13-5892-5310	5.50
P17-01879	PACE SUPPLY CORP.	Faucet for Linda Elementary Kitchen	13-4300-5310	372.49
P17-01880	REFRIGIWEAR	Protective Clothing for Warehouse Staff	13-4300-5310	925.59
P17-01881	EMPORIUM	Aprons	13-4300-5310	153.71
P17-01893	SCHWAN'S FOOD SERVICE	Food Order for Warehouse Inventory	13-9325-5310	12,564.08
P17-01894	LAND O'LAKES, INC	Food Order for Warehouse Inventory	13-9325-5310	6,053.50
P17-01895	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation Order, Del period *12/1-1/31	13-4716-5310	364.00
			13-9325-5310	166.40
P17-01896	Heartland School Solutions	Pin Pads	13-4300-5310	1,755.58
P17-01898	Sysco Sacramento, Inc.	Food & Supply Order for Warehouse Inventory	13-9325-5310	2,240.80
			13-9326-5310	4,992.39
P17-01935	US Bank Supply	Bank Deposit Supplies for Nutrition Services	13-4300-5310	88.94
P17-01937	Patricia Vega	Student Refund	13-5892-5310	87.25
P17-01938	RESOURCES FOR EDUCATORS REMIT PROCESSING DEPT	Nutrition Nugget Subscription per attached	13-4300-5310	638.00
P17-01939	DANIELSEN COMPANY	Yeast for Warehouse Inventory	13-9325-5310	105.38
P17-01940	EAST BAY RESTAURANT SUPPLY, INC.	Cambro Hot Box Repair Supplies	13-4300-5310	29.39
P17-01964	LA TAPATIA TORTILLERIA, INC	Tortilla Chips for Warehouse Inventory	13-9325-5310	355.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P17-01970	Fat Cat Scones	Food Order for Warehouse Inventory	13-9325-5310	8,373.00
P17-01986	Rich Chicks, LLC	Food Order for Warehouse Inventory	13-9325-5310	15,771.28
P17-01995	INTEGRATED FOOD SERVICES	Food Order for Warehouse Inventory	13-9325-5310	11,959.20
P17-01996	BIG TRAY	Utility Carts for MHS, LHS & KYN	13-4300-5310	486.08
			13-4410-5310	3,515.40
			Total Location	102,499.95

Location Olivehurst Elementary (25)				
P17-02000	Cerebellum Corporation	Kinder-Villagomez	01-4300-0003	39.02

Location Personnel (113)				
P17-01788	BAUDVILLE	LONGEVITY AWARDS 2016	01-4300-0000	4,103.48
P17-01886	eSCHOOLSOLUTIONS	MAINT - PERSONNEL 16-17	01-5621-0000	6,019.84
P17-01972	BAUDVILLE	LONGEVITY AWARD / BASS	01-4300-0000	57.99
			Total Location	10,181.31

Location Pupil Services (202)				
P17-01804	AMAZON.COM	extra controller for Wii	01-4300-6500	23.85
P17-01814	VERIZON WIRELESS	iPad Air 2 Dental Van 530-701-7281	01-4410-0000	475.04
P17-01819	SMILEMAKER INC	order for dental van	01-4300-9014	593.91
P17-01990	FLAGHOUSE	supplies	01-4300-0000	223.04
			Total Location	1,315.84

Location Purchasing (104)				
P17-01962	EGP Business Solutions	Tax Forms	01-4300-0000	958.27

Location Superintendent (101)				
P17-01789	AMAZON.COM	Electric Stapler	01-4300-0000	55.54

Location Technology (102)				
P17-01908	Amplified IT, LLC	Amplified IT	01-5801-0000	3,900.00
P17-01909	Development Group, Inc.	DGI License	01-5801-0000	5,587.75
P17-02005	NETWORK CONSULTING SERVICES INC.	Landesk Upgrade	01-5801-0000	18,000.00
P17-02007	AMAZON.COM	Cisco Flash memory card 256 MB	01-4300-0000	27.10

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69)			Total Location	27,514.85
P17-01840	Cummins Pacific, LLC	TRANSPORTATION/REPAIRS	01-5641-0230	8,000.00
P17-01897	UNITED TRUCK DISMANTLERS	TRANSPORTATION	01-4330-0230	100.00
P17-02001	GOVCONNECTION, INC.	Printer	01-4300-0230	215.92
			Total Location	8,315.92
Location Warehouse (71)				
P17-01821	HILLYARD - SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	3,076.14
P17-01839	J.C. PAPER	Warehouse Stock 16-17 S.Y.	01-9320-0000	3,906.00
P17-01900	MEDCO SCHOOL FIRST AID	Warehouse Stock 16-17 S.Y.	01-9320-0000	785.24
P17-01997	RAYVERN LIGHTING SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	1,773.76
P17-01998	CASH & CARRY	Warehouse Stock 2016-17 S.Y.	01-9320-0000	268.75
			Total Location	9,809.89
Location Yuba Gardens Intermediate (39)				
P17-01787	TROXELL COMMUNICATIONS INC	ESSARY/GATES	01-4410-1100	2,225.34
P17-01817	OFFICE DEPOT B S D	CLASSROOM SUPPLIES (Categorical)	01-4300-0003	3,000.00
P17-01846	MUSICIAN'S FRIEND	STEWART/GATES	01-4300-0003	3,881.58
			Total Location	2,605.88
P17-01887	GOVCONNECTION, INC.	Samsung Toner for CLP-775nd Printer	01-4410-0004	2,393.51
P17-01906	AMAZON.COM	RACKERBY/GATES	01-4300-0003	423.08
P17-01907	AMAZON.COM	BOWMAN/GATES	01-4300-0003	80.07
P17-01931	AMAZON.COM	CLARK/GATES	01-4300-0003	425.40
P17-01961	GOVCONNECTION, INC.	Projector Lamps	01-4300-3010	22.35
P17-02002	CDW-G COMPUTER CENTER	11" 4GB Chromebooks LCAP	01-4300-3010	2,272.20
P17-02003	GOVCONNECTION, INC.	Printer	01-4300-3010	853.80
P17-02006	CDW-G COMPUTER CENTER	HP 2GB 11" Chromebooks	01-4300-3010	518.63
			Total Location	8,999.82
			Total	27,701.66
			Total	465,740.87

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Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	172	349,611.57
09	Chtr Schs	16	8,884.42
12	Child Dev	7	4,744.93
13	Cafeteria	26	102,499.95
Total			465,740.87

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-02494	366,500.00	01-6210	Gen Fund/Buildings	21,500.00
P17-00144	8,000.00	01-5801	Gen Fund/Contracts	3,310.00
P17-00145	2,600.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P17-00193	1,500.00	01-4300	Gen Fund/Mat&Suppli	467.10
P17-00219	800.00	01-4320	Gen Fund/Custod Sup	300.00
P17-00244	3,000.00	01-4364	Gen Fund/Tools/Part	1,000.00
P17-00394	1,792.10	01-5530	Gen Fund/Water & Se	.00
P17-00568	1,000.00	01-4300	Gen Fund/Mat&Suppli	477.01
P17-00798	1,362.35	13-4300	Cafeteria/Mat&Suppli	96.75
P17-00924	3,000.00	01-4300	Gen Fund/Mat&Suppli	137.48-
P17-00997	600.00	09-4300	Chtr Schs/Mat&Suppli	100.00
P17-01005	1,135.39	01-4300	Gen Fund/Mat&Suppli	263.86-
P17-01223	319.60	01-4300	Gen Fund/Mat&Suppli	6.10-
P17-01295	7,000.00	01-5641	Gen Fund/Equip Repa	2,000.00
P17-01440	3,962.70	01-4410	Gen Fund/Equip NonC	460.00
P17-01441	835.45	01-4300	Gen Fund/Mat&Suppli	99.82
Total PO Changes				30,403.24

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PROPOSED CHANGE ORDER (PCO)

Marysville Joint Unified School District

Project Name:	Lindhurst High School - Sidewalk & Gas Line Replacement	PCO No.	2
Project Address:	4446 Olive Drive Olivehurst, CA 95901	Reference RFP No.	
Contractor Name:	BRCO Constructors, Inc.	MJUSD/RGA Job No.	8075 / 15-1228
Contractor Address:	PO Box 367 Loomis, CA 95650	DSA File No.	58-H1
		DSA Application No.	02-114889
		Date:	7/14/16

Subject: Grease Interceptor

Please prepare and submit to the District Representative within 3 days an itemized proposal of cost and schedule impact for the following proposed change to the contract:

Scope: Remove and replace existing grease interceptor.

To Be Completed By Contractor:

Proposed Cost: \$ 10,169.29	Requested Time Extension: TBD
Tod Burres	Tod Burres
Contractor Name	Signature
	Date: 7/11/16

To Be Completed Jointly By District Representative and Contractor:

Agreed Cost: \$ _____	T&M or Lump Sum (circle one)	Agreed Time Extension: _____
	<i>see above</i>	
Contractor	Signature	Date:
Ryan DiGidlio		
District Representative	Signature	Date:

Signatures on this document do not constitute a change to the Contract or authorization to perform proposed work.

CHANGE ORDER REQUEST

Lindhurst High School Gas Line & Sidewalk Replacement

ARCHITECT:

RGA

2407 J Street, Suite 300

Sacramento, CA 95816

Attn: Michelle Hecht

OWNER:

Marysville JUSD

1919 B Street

Marysville, CA 95901

Attn: Cynthia Jensen

DATE: 7/14/16

COR#: 2

BRCO Job # 2016-18

DSA App. #02-114889

DSA File #58-H1

Architect's. #

We submit for your approval the following cost estimate of change/s in work as follows:

Remove and replace grease interceptor

Comments:

No.	DESCRIPTION	CONTRACTOR			SUBCON	TOTAL
		LABOR	MTL.	EQPT.		
	BRCO	\$ 3,779.52	\$ 3,220.00	\$ 1,440.00	\$ 650.00	\$ 9,089.52
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
	ITEM TOTALS	\$ 3,779.52	\$ 3,220.00	\$ 1,440.00	\$ 650.00	\$ 9,089.52

A. BRCO's MARK UP

876.45

B. SUBTOTAL

9,965.97

C. BOND (2%)

\$ 199.32

D. CHANGE PROPOSAL TOTAL

10,165.29

TIME EXTENSION REQUIRED FOR THIS CHANGE:

TBD

☒ We have proceeded with this change. Work orders have been sent to the subcontractors in accordance with:
Written direction provided by the Architect and/or the Owner.

☐ We will not proceed with this change until we are in receipt of a signed copy of this proposal. This proposal must
be accepted by _____ in order to avoid additional time extension and/or expense.

1. WE RESERVE THE RIGHT TO CLAIM THE RELATED DELAY COSTS THAT MAY OCCUR DUE TO THE CHANGE CONDITION. THE EXTENT AND AMOUNT WILL BE DETERMINED AT A LATER DATE WHEN THE FULL IMPACT CAN BE ACCURATELY DETERMINED.

2. PROPOSAL IS BASED ON ATTACHED DOCUMENTATION AND INCORPORATES EXCLUSIONS AND QUALIFICATIONS NOTED. IF WORK IS PERFORMED ON A T&M BASIS AND ADDITIONAL COSTS ARE IDENTIFIED, THE PROPOSAL WILL BE ADJUSTED ACCORDINGLY.

APPROVED: _____

BY: Tod Burres

Arch/Owner: _____

COMPANY: BRCO Constructors, Inc.

DATE: _____

DATE: 07/14/16

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Estimate Summary

Project: Lindhurst HS Gas Line & Sidewalk Replacement

<u>Code</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>LABOR</u>		<u>MATERIAL</u>		<u>EQUIPMENT</u>		<u>SUBS</u>	
				<u>U.P.</u>	<u>Extension</u>	<u>U.P.</u>	<u>Extension</u>	<u>U.P.</u>	<u>Extension</u>	<u>U.P.</u>	<u>Extension</u>
	Jensen Box & Materials (no sample box)	1	ea		\$ -	2,500.00	\$ 2,500.00		\$ -		\$ -
	Operator / 2 men 2 days	32	hrs	85.83	\$ 2,746.56		\$ -		\$ -		\$ -
	Laborer / 2 days	16	hrs	64.56	\$ 1,032.96		\$ -		\$ -		\$ -
	Backhoe or Mini Ex	16	hrs		\$ -		\$ -	45.00	\$ 720.00		\$ -
	Skidsteer	16	hrs		\$ -		\$ -	45.00	\$ 720.00		\$ -
	Crushed Rock	24	tons		\$ -	25.00	\$ 600.00		\$ -		\$ -
	Export	12	cy		\$ -	10.00	\$ 120.00		\$ -		\$ -
	Coring	1	LS		\$ -		\$ -		\$ -	650.00	\$ 650.00
					\$ -		\$ -		\$ -		\$ -
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				TOTAL	\$ 3,779.52	TOTAL	\$ 3,220.00	TOTAL	\$ 1,440.00	TOTAL	\$ 650.00

Appendix A.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 1

Date of Project Authorization: December 13, 2016

ARCHITECT's Project No.: 15. _____

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated April 28, 2015 by and between the Marysville Joint Unified School District and JK Architecture Partnership, Inc. dba. JK Architecture Engineering, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

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

1. PROJECT DESCRIPTION

1.1 Project: New Modular Restroom

1.2 Location(s): Edgewater Elementary School

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: JKAE will provide Architectural and Engineering services to assist District with installation of (2) new 12 foot x 40 foot DSA PC-approved modular restroom buildings to be set on at-grade stem wall with crawl space. Note that modular restroom and engineered stem-wall footings will be provided by modular vendor of district's choice. District will confirm final space program with Architect which may include janitors closet or other ancillary spaces to be included within the modular building footprint/plan. Minor path of travel upgrades such as signage and striping are included in this work authorization.

2.2 Initial Construction Budget: Approximately \$250,000

2.3 Preliminary Schedule Milestones:

- Schematic Design: 3-4 weeks
- Construction Documents: 4-5 weeks
- DSA/Agency Approval: Presume DSA over-the-counter
- Bid Support: 4 weeks
- Construction Administration: 12 weeks

3. ARCHITECT'S SERVICES & CONSULTANTS

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

- ☒ Pre-Design
- ☒ Site Analysis
- ☐ Schematic Design
- ☒ Design Development
- ☐ Construction Documents
- ☐ Bidding and/or Negotiation
- ☐ Construction Administration

Marysville Joint Unified School DISTRICT
MJUSD Edgewater Elementary School Modular Restrooms

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X Post-Construction
X Other

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

Civil Engineer:
Electrical/Fire Alarm Engineer:
Cost Estimating: Architect's Opinion
of Cost

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

Theater Consultant: NA
Audio/Visual Consultant: NA
Acoustic Engineer/Designer: NA
Traffic Engineer: NA
Pool Consultant: NA
Energy Consultant: NA

4. ARCHITECT's COMPENSATION

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

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

Schematic Design	\$1,500
Construction Documents	\$13,500
DSA/Agency Review	\$2,500
Bidding and Negotiations	\$2,500
Construction Administration	\$4,750
Total Fixed Phased Fee:	\$24,750

Fee Note: The following Engineering Fees are included in the Total Fixed Phased Fee above.

Civil Engineer:	\$7610
Electrical Engineer:	\$7500
Reimbursable Expenses:	\$1237.50
TOTAL NOT-TO-EXCEED COMPENSATION	\$25,987.50

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT's Services per 4.2.1.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services: Professional cost estimating
and/or landscape design if requested by district.

5.2 Special provisions for this project include: None

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

Civil Engineer: Warren Consulting Engineers
Electrical/Fire Alarm Engineer: Charles A Martin, Associates

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

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____

JK Architecture Engineering, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603



Name: Chris Vicencio
CA Architecture License # C-26985
Title: Partner

Date: December 13, 2016

Marysville Joint Unified School DISTRICT
MJUSD Edgewater Elementary School Modular Restrooms

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
DEVELOPER FEE REPORT
DECEMBER 13, 2016

FISCAL YEAR 2015/2016 --- July 1, 2015 – June 30, 2016

1. Brief description of the type of fee in account or fund.

School Impact Mitigation Agreement or statutory fees authorized by the Government Code to accommodate for growth by development activity.

2. Amount of fee.

School Impact Mitigation Agreements are individual agreements, which have different fee levels.

"Level I" fees were \$3.36 per square foot for each new residential housing unit during the 2015-16 Fiscal Year. Commercial and industrial fees were \$0.54 per square foot during the 2015-16 Fiscal Year.

Based on the District's most recent Fee Justification Study, the residential rate and commercial rate were changed to \$3.48 and \$0.56 per square foot, respectively, as of July 1, 2016.

3. Beginning and ending balance of the account or fund.

<u>Fund Number</u>	<u>Beginning Balance</u>	<u>Ending Balance</u>
Capital Facility Fund #25	\$ 941,619	\$ 1,104,367

4. Amount of fees collected and interest earned.

Beginning Balance 7/1/2015	Fund #25
	\$ 941,619
Fees collected	771,035
Interest revenue	5,888
State revenues	0
Other revenues	0
Proceeds from COPS	0
Less: Expenditures	(614,174)
Ending Balance 6/30/2016	\$ 1,104,367

2015/2016 Developer Fee Report, page 2

5. Identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement.

Projects	2013-14 Expenditures Fund 25
101 Arboga	\$ 0
103 Browns Valley	0
105 Cedar Lane	0
107 Cordua	0
109 Covillaud	0
111 Dobbins	0
112 Edgewater	0
113 Ella	0
115 Johnson Park	0
117 Kynoch	0
119 Linda	0
121 Loma Rica	0
125 Olivehurst	0
129 Yuba Feather	0
135 Foothill	0
136 The Meadows	0
137 McKenney	0
139 Yuba Gardens	0
155 Wheeler Ranch	0
242 MCAA	0
247 SLHS	0
355 Multi-site	0
368 Ed. Serv. Center (District Office)	1,184
Other Costs	
Contracted Services – GFSI, School Site Solutions, School Works, etc.	59,996
Staff Facility Planning & Construction Supervision	0
COPS debt service and trustee fees	552,994
TOTAL	\$ 614,174

6. Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

There are no future projects planned at this time. The District has a "Facilities Master Plan" that was adopted in the 2015-16 Fiscal Year but no funding has been allocated from Developer Fees for projects in this Plan.

2015/2016 Developer Fee Report, page 3

7. Description of each interfund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

N/A

8. Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

None

FINDINGS

The Marysville Joint Unified School District has:

1. Expended developer fees for public improvements solely and exclusively for the purpose or purposes for which the fee was collected.
2. Levied, collected or imposed no fee to be used for general revenue purposes.
3. Deposited developer fees in a separate fund in a manner that has avoided commingling of those fees with other funds.
4. Expended developer fees only for the purposes for which they were collected.
5. Made available to the public specified information relating to the fee, interest, other income, expenditures, and refunds occurring during the fiscal year within 180 days of the close of the Fiscal Year.



**Techbook Purchase Agreement ("Agreement")
made 11/15/2016 between Discovery Education, Inc. ("Discovery") and
CEDAR LANE ELEMENTARY SCHOOL, CA ("Subscriber")**

1. Subject to the terms and conditions of this Agreement, Discovery grants to Subscriber, and the teachers and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access the digital textbook platform known as Discovery Education Science Techbook ("Techbook") via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Techbook as set forth in the Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 11/15/2016 through and including 11/14/2019.
3. The pricing for this license (the "Fees") shall be as follows:

Discovery Education Techbook

Quantity	Description	Price Per Techbook Package	No. of Students	Total
	Discovery Education Science Techbook			
1	Science Techbook – Elementary and Middle Levels	\$27.00	30	\$810.00
1	On-Line Professional Development (Three-Hour Series)	\$0.00	n/a	\$0.00
			Total	\$810.00

4. The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.
5. The professional development shall take place on such date(s), time(s) and place(s) to be mutually agreed to by the parties.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
7. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, (ii) Discovery's Data Security Policy attached hereto as Exhibit B, and (iii) Exhibit C.

Business Services Department

Approval: 

Date: 11/16/16

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8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
9. Background Checks. Discovery represents and warrants the following regarding security clearances of those Professional Development Specialists ("PD Specialists") who deliver professional development services. Discovery conducts the following checks on any PD Specialist it sends onto school campuses to perform professional development and related services where students may be present at the time of hire and refreshes such checks on an annual basis:
 - Criminal Records Check
 - FBI Fingerprint Clearance
 - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsopw.gov/>

For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing professional development services on school grounds.

10. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

SPECIAL PROVISION

11. Discovery shall defend and indemnify Subscriber against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims") brought by a third party, which arise out of negligence of Discovery or its contractors, licensees, agents, servants or employees. Discovery shall have no obligation to defend or indemnify Subscriber 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 Subscriber or its agents or employees.

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12. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

CEDAR LANE ELEMENTARY SCHOOL

By: 
(Signature Required)

Title: Assistant Superintendent of Business Services

Printed Name: Ryan Digiulio

Date: 11/16/16

DISCOVERY EDUCATION, INC.

DocuSigned by:
Joan Kelly Smith
3226105F7A7741A
By: _____

Title: SVP - Compliance and Operations

Printed Name: Joan Kelly Smith

Date: November 16, 2016

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: mjUSD

Billing Entity Address: 1919 B Street

Mansville, CA 95901

Billing Entity Phone Number: 530-749-6109

Ref. No. O6UJ9C002CF9

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EXHIBIT B
DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S. Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:



- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

- a. Sanctions: Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.
- b. System Monitoring: Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. Security Oversight: Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. Appropriate Access: Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.
- e. Employee Supervision: Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.
- f. Access Termination: Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

2. Physical Safeguards

- a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.
- d. Physical Access: Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.



- e. Physical Identification Validation: Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
 - f. Operational Environment: Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
 - g. Media Movement: Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.
3. Technical Safeguards
- a. Data Transmissions: Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
 - b. Data Integrity: Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
 - c. Logging off Inactive Users: Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach should occur.



If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.



**EXHIBIT C
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

WHEREAS, Subscriber and Discovery entered into an Agreement dated 11/01/2016 for the digital curriculum service known as Discovery Education Science Techbook ("Agreement");

WHEREAS, the Subscriber is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

NOW, THEREFORE, the Parties agree as follows:

1. Any Pupil Records ¹ that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education Science Techbook service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education Science Techbook service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education Science Techbook and save in the pupil's personal accounts outside of the Discovery Education Science Techbook service. Please note however that any pupil-generated content that contains any assets from the Discovery Education Science Techbook service may only be used in connection with the pupil's right to use Discovery Education Science Techbook.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit C or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

¹ Pupil Records as defined by AB 1584 include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.



CONTRACT SERVICES AGREEMENT
South Lindhurst High School – EdTech Team, Inc.

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 12/13/2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and EdTech Team, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2016-2017** commencing and ending on **March 17, 2017**.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **FOUR THOUSAND DOLLARS CENTS (\$4,000)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR ONE increments 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 worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed

amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

represents and agrees that its 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:
EdTech Team, Inc.
5405 Alton Parkway Suite 5A-305
Irvine, CA 92604

Phone: 723-533-4162
Fax: 949-259-4515
Email: lisa@edtechteam.com

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

Phone: 749-6114
Fax: 742-0573

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

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

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

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

By: _____

Name: Lisa Thurman

Title: Senior Director, EdTech Team, Inc.

Exhibit A
Scope of Work

See Attached

Changes to this proposal may be arranged by mutual agreement in writing between EdTechTeam and SLHS.

Agreement:

This proposal may serve as a letter of agreement between EdTechTeam, Inc. and SLHS. If this proposal meets the needs of both parties, authorized representatives may sign below to signify agreement to the terms above.

South Lindhurst High School (SLHS)

EdTechTeam, Inc. (EdTechTeam)

BY: _____

BY: Lisa G. Thumann

Name: Ryan DiGiulio

Lisa Thumann

Title: Assistant Supt. of Business Services

Senior Director, Teaching & Learning

Date: _____

Date: 11 / 09 / 2016

The EdTechTeam is an official Google for Education Professional Development Partner.

Google for Education
Partner



Proposal
South Lindhurst High School
Google for Education Workshops
Dates: March 17, 2017

Prepared For:

David Jones, Principal
South Lindhurst High School
4446 Olive Ave
Olivehurst, CA 95961
djones@mjusd.com
(530)749-6919

Prepared By:

Lisa Thumann
Senior Director, Teaching & Learning | EdTechTeam, Inc.
5405 Alton Parkway Suite 5A-305, Irvine, Ca 92604
732-533-4162 Phone, 949-259-4515 Fax
www.edtechteam.com | lisa@edtechteam.com

Proposal Date:

October 27, 2016

Scope of Work:

EdTechTeam, Inc (EdTechTeam) will provide South Lindhurst High School (SLHS) with the following high-quality professional development session:

Title: Google in Education Workshop for 11th & 12th Grade Teachers

Date: March 17, 2017

Times: 8:30-3:30

Registration: SLHS will provide EdTechTeam with a list of registrants

Capacity: 15 Participants

This one-day hands-on primer is designed for those new to GAFE and begins with a welcome activity that invites participants to co-create a new vision for education in the age of Google.

Discover a toolkit of digital applications for students and educators, including Chromebooks, Google Drive and Classroom. Dive into Google Drawings and Forms to facilitate collaboration and creation between students and among colleagues. Tour the features of Google Chrome. "Even more" inspiring instructional ideas conclude the day before a final reflection activity. Participants will leave this experience with their Google Classrooms setup to use with students the next day in class.

EdTechTeam will provide a workshop leader, online resources for participants, and an online evaluation for the sessions. The exact agenda and layout for the day will be customized prior to the event.

Conditions:

SLHS will host the workshop in an appropriate training facility equipped with projectors, screens, and wireless Internet access. SLHS will also provide technical support and logistical support for the session.

Copyright:

In lieu of traditional copyright, all original materials (such as agendas, handouts, and presentation slides) related to these services will be licensed under the Creative Commons Attribution-ShareAlike 4.0 International license. Attribution will be reserved by EdTechTeam, Inc. For more information on this license visit: <http://creativecommons.org/licenses/by-sa/4.0/>.

Compensation:

SLHS will pay EdTechTeam for these services at the following rates.

Component	Unit	Pricing	Total
Full Day Workshop (6 hours)	1	\$4,000 USD	\$4,000 USD
TOTAL			\$4,000 USD

These sessions are offered via "group registration." SLHS will handle individual registration and will pay EdTechTeam with a single check for all participants.

EdTechTeam will generate an invoice once the proposal is signed by both parties. Payment with a single check will be due within 30 days of the invoice date. A 1.5% per month charge will be added to all invoices that are not paid within 30 days.

Cancellation:

Services may be cancelled by EdTechTeam or SLHS with or without cause upon the giving of thirty days written notice to the other party. If services are cancelled by SLHS less than thirty days prior to the workshop, SLHS will be invoiced for any costs (including travel expenses) already incurred by EdTechTeam.

Changes:





Solution Tree Purchasing Agreement

Effective November 9, 2016, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Mary Covillaud Elementary School ("Customer") located at 628 F St Marysville, CA 95901 agree as follows:

1. Product Summary

- 1.1. Products:** Customer shall purchase the following Solution Tree products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Quantity	Product	Amount	Total
1	Global PD Library Schoolwide License	\$2,800	\$2,800
Grand Total			\$2,800

2. Global PD

- 2.1. Subscription:** Solution Tree grants Customer and the educators and administrators enrolled in the district(s) and school(s) (collectively, "Users") a limited, non-exclusive, terminable, non-transferable subscription to access Global PD via the website currently at <http://globalpd.com/>, or by any other means on which the parties may agree, and to use Global PD in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.
- 2.2. Subscription Term:** The subscription term will be one year, and will start upon execution of contract and receipt of Purchase Order.
- 2.3 Renewal:** If Customer decides to renew all of the above Global PD subscription services for a second year, Solution Tree agrees to not raise the above total subscription fee by more than 110%. Any renewal will be the subject of a separate agreement.

3. Payment Terms

- 3.1. Invoicing and Purchase Orders:** Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Global PD Library Schoolwide License	\$2,800	Upon execution of contract



3.1.1. The total includes all travel, lodging, and other incidental expenses. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.

4. General Terms

4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.


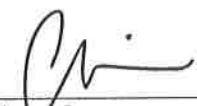
4.2. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.

4.3. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.

4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.

4.5. **Offer Valid:** The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

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

	11/14/16		11/15/2016
_____ Ryan DiGiulio Assist. Superintendent of Business Services	Date	_____ Chris Morgan VP of Technology Solution Tree, Inc.	_____ Date

Please fax or email this agreement to: Kashif Uddin
Fax: 812.961.4696
Kashif.Uddin@SolutionTree.com



Solution Tree

CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: Doug Eschehan
Title: Principal
Phone: 530-741-6121
E-mail: DESchehan@myusd.com
Fax:

Who will receive and pay the invoices?

Contact: Kricia Ames
Title: Accounts Payable
Phone: 530-749-6109
E-mail: KAmes@myusd.com
Fax: 530-742-0573

APPEAL-DEMOCRAT

1530 Ellis Lake Drive

Marysville, CA 95901

(530) 749-4700

TOTAL DOLLAR INVESTMENT CONTRACT

In consideration of the rates given to the undersigned, as shown by the schedule of rates set forth, the **ADVERTISER** agrees to buy and the **PUBLISHER** agrees to sell and publish in the Appeal-Democrat, in accordance with the conditions set forth in the publishers official rate card dated, **MARCH 1, 2015**, with the following provisions:

Marysville Joint Unified (Account # 20457) agrees to purchase a minimum of \$ 8000 dollars of advertising space during a 12 month period commencing 11/18/16, and concluding 11/17/17, at a per column inch rate of:

Retail/Classified:

Daily: \$16.75

Sunday: \$17.59

Color:

Single: \$3.00

Process: \$10.00

Plus, an online charge of \$10* per print ad. *The \$10 online charge is only for "new" ad designs and will ensure that your print ad is placed on appealdemocrat.com (shop local tab) for 30 days as well as the keywords in said ad(s) made searchable on all major search engines.

Other: This Contract covers 26922, 30457 and 29687

- 1). If the **ADVERTISER** fails to purchase the agreed to volume, the **ADVERTISER** will be billed at the rate commensurate with the appropriate higher increment level.
- 2). The **ADVERTISER** shall make payment within 20 days of the billing date indicated on the Company's statement, and in the event that it fails to make payment within such time, the **PUBLISHER** may reject advertising copy and/or immediately cancel this agreement. If this agreement is cancelled due to **ADVERTISER'S** failure to make timely payment, the **PUBLISHER** may re-bill the **ADVERTISER** for the outstanding balance due at the current published open or earned contract rate in effect, whichever is applicable.
- 3). The **ADVERTISER** grants publisher the right to fax sales related materials.
- 4). The **PUBLISHER** agrees to keep this agreement in force for the period specified above.
- 5). The **ADVERTISER** agrees to adhere to all conditions as set forth in the **PUBLISHER'S** official rate card and investment contract.

Dated: 12/5/16

Billing Address: 1919 B Street

Phone Number: 530-749-6114

Marysville CA 95901

Ryan DiGiulio
Authorized Name (Please Print)

[Signature]
Appeal-Democrat Account Executive

[Signature]
Authorized Signature

216 [Signature]
Appeal-Democrat Retail Advertising Manager

Business Services Department

Approval: [Signature]

Date: 12/15/16

GENERAL TERMS AND CONDITIONS

1. Definition of Advertisements. The term "Advertisements" includes any content and material (including without limitation graphics, photographs, artwork, illustrations, animation, design work, names, trademarks, trade names, logos and other data, regardless of the media in which they are submitted) provided under this Agreement by Advertiser or an agent or representative of Advertiser.

2. Scope of Publication/Usage. Advertiser hereby grants to the Company an irrevocable, worldwide license in perpetuity to the Advertisements, including but not limited to the rights to: (i) publish, display, copy, syndicate, republish, redisplay, license and sublicense the Advertisements in print or any other media known or later invented, including electronic or digital media (including broadcast, cable, satellite, audio or online), (ii) distribute the Advertisements as integrated within a publication (e.g., display or classified advertising in a newspaper), in connection with a publication (e.g., free standing insert), and/or as standalone/solo pieces (e.g., mailed or stuffed in envelopes), and (iii) include the Advertisements in archival, database, aggregation, search or retrieval services (whether maintained by the Company or third parties). The foregoing rights in the Advertisements may be exercised by any entity, whether the Company or otherwise, to accomplish and effect the purposes of this Agreement.

3. Representation/Warranties. Advertiser represents and warrants that: (i) Advertisements as submitted to the Company will not infringe any copyright, patent, trade secret, trademark, moral right, or other intellectual property or proprietary, contractual or personal right held by any third party; (ii) Advertisements will not contain any defamatory, libelous, obscene or otherwise unlawful content and do not constitute unfair competition; (iii) Advertiser has all rights necessary to grant usage of the Advertisements as contemplated by this Agreement, and the Company's use of the Advertisements as contemplated herein will not breach any contract or infringe upon or violate (or cause the Company to breach, infringe or violate) the rights of any third party or any applicable laws, ordinances, regulations or guidelines infringe or violate any such right or law; (iv) no permissions or payments to third parties will be required from the Company for the use of the Advertisements as contemplated herein; and (v) Advertiser has all legal right and power to enter into this Agreement.

4. Rejection Right/Cancellation Procedure. The Company shall have the right to reject any Advertisement for any reason whatsoever. No Advertisement will be canceled by Advertiser after the deadline for submission applicable to such Advertisement. If an Advertisement is not properly canceled and withdrawn by Advertiser or its agents or representatives, Advertiser agrees to pay the company a 50% cancellation fee.

5. Remedies for Errors/Omissions. If Advertiser provides written notification to the Company prior to the applicable proof publication deadline of errors or omissions in an Advertisement caused by the Company and the Company fails to correct the errors or omissions noted, the Company may, at its sole discretion, take one or more of the following actions: (i) credit the Advertiser's account for the cost of such Advertisement, (ii) republish the Advertisement as corrected at no extra charge, and (iii) adjust the rate applicable to such Advertisement, with the amount of the adjustment based on a ratio, the numerator of which is the space occupied by the erroneous portion of the Advertisement and the denominator of which is the entire space occupied by the Advertisement, multiplied by the rate applied to that Advertisement. The Company shall have no liability for any subsequent publication of the same erroneous Advertisement, unless Advertiser provides notice of the error to the Company as set forth above.

6. Limitation of Liability/Release. Except as expressly provided in Section 5 of this Agreement, neither the company nor any entity performing services for the Company in connection with this Agreement shall be liable to Advertiser, its agents or its representatives for damages or losses of any kind, whether due to an error or omission in any Advertisement, failure to publish or distribute any advertisement, incorrect publication date or positioning of an Advertisement, or otherwise. The Company shall not be liable to Advertiser, its agents or its representatives for any consequential, incidental, indirect, special or punitive loss or damages of any kind, including lost profits (even if such party has been advised of the possibility of the loss or damage), by reason of any act or omission in the performance of this Agreement. The company makes no representations or warranties of any kind, either express or implied, as to any matter, including, but not limited to, implied warranties of fitness for a particular purpose, merchantability, or otherwise. Advertiser waives all losses, damages or costs it may incur and all claims or causes of action it may possess which exist or which may accrue in the future arising from, directly or indirectly, or in any way related to Advertisements, samples, artwork, original materials or other items submitted by Advertiser, its agents or its representatives, except to the extent that such losses, damages or costs are caused by the gross negligence of the Company.

7. Indemnification. Advertiser agrees to defend, indemnify and hold harmless the Company, its affiliates and any entity performing services for the Company in connection with this Agreement against all claims, causes of action, demands, losses, damages and costs (including attorneys' fees) arising from, directly or indirectly, or any way related to: (i) any Advertisements submitted under this Agreement, (ii) any samples or other items included in or furnished with Advertisements and internet links appearing with Advertisements, (iii) the sale, offer for sale or distribution of any products or services advertised or referred to in the Advertisement or otherwise provided by Advertiser, or (iv) any breaches or misrepresentations by Advertiser in connection with its representations, warranties and covenants made under this Agreement.

8. Force Majeure. The delay or failure of either party in whole or in part, to perform any of its obligations hereunder shall be excused if and to the extent such delay or failure to perform is caused directly due to other circumstances beyond the reasonable control of the party responsible for performance, such as accidents, fires, explosions, strikes, labor disputes, shortages of labor, interruption of or delay in transportation, inadequacy or shortage or failure of power or supply of materials or equipment, breakdown, war or terrorism; provided, however, that either party may terminate this Agreement if its or the other party's delay or failure to perform continues uninterrupted for thirty (30) days.

9. Advertiser Deadlines and Specifications. Advertiser acknowledges that its placement of Advertisements is subject to the deadlines and specifications applicable to the Advertisements at the time that the Advertisements are placed. The deadlines and specifications are set forth on the rate card applicable to the Advertisements and are incorporated into this Agreement as though they were set out in full. Advertising contracts may not be sold, assigned or transferred to another party. Contract applies only to the business named on the contract. Like businesses owned solely by contract holder may be incorporated into an overall contract at time of contract signing.

10. Responsibility for Payment of Advertisements. Advertiser agrees to be responsible for the payment of all charges for Advertisements, whether placed by Advertiser or Advertiser's agents or representatives, and Advertiser and its agents are each obligated, jointly and severally, to pay any and all amounts owed for Advertisements. Payment by Advertiser to an advertising agency shall not discharge Advertiser from its liability to the Company for all Advertisements published, and, in the event of disputes involving payments owed or made through advertising agencies, Advertiser acknowledges that the Company is a third-party beneficiary of all such agreements and may contact and/or pursue directly advertising agencies regarding such disputes. Advertiser further agrees that neither Advertiser nor any of its agents or representatives has any authority to incur, assume or create any debt, obligation or contract of any kind whatsoever in the name or on behalf of Company or its affiliates. Advertiser shall not hold itself out as an agent or representative of the Company, and Advertiser and its agents and representatives shall not broker advertising space in the Company's products on behalf of the Company or other parties. Company will render statements to Advertiser or its advertising agency at the end of each month, or at such other intervals as determined by Company. Advertiser agrees to pay Company the amount thereof within 20 days of the date of the statement. The undersigned acknowledges and agrees with the Appeal-Democrat's payment terms: all advertising charges are due within 20 days of the original invoice date. Charges that are older than 20 days from the original invoice are in arrears. Advertisers with charges over 60 days past the original invoice date will be permitted to advertise only on a cash basis with order and only after arrangements have been made for prompt payment of their balance. A FINANCE CHARGE OF 1.5% PER MONTH will be added on all charges which are in arrears 30 days from the original invoice date. Advertisers with unpaid charges over 90 days will not be permitted to advertise.

11. Termination. In the event that this Agreement is terminated for any reason other than under Sec. 8, the terms of Sec. 1 of the front page of this Agreement shall apply.

12. Miscellaneous. This Agreement, and the material incorporated by reference, comprises the entire agreement between Advertiser and the Company pertaining to the subject matter of this Agreement. The terms of this Agreement apply only to Advertisements placed by Advertiser or by an advertising agency on behalf of Advertiser and shall not apply to any affiliates of Advertiser unless such affiliates explicitly are listed as part of "Advertiser" on the front page of this Agreement. If the Company waives enforcement of any term or right created by this Agreement for any act or failure of Advertiser, that waiver shall not constitute a waiver of any future or subsequent act or failure of Advertiser. Advertiser agrees that there are no promises, representations, agreements or understandings, express or implied, whether oral or written, other than those set out in this Agreement, and that this Agreement supersedes all prior negotiations and agreements, whether written or oral, express or implied. The terms of this Agreement may only be changed or modified in writing, signed by the Advertiser and the Company's specifically authorized representative. This Agreement will be interpreted under and governed by the laws of the State of California. Neither this Agreement nor any of the rights, duties or obligations of the Advertiser may be assigned or delegated without the prior written consent of the Company.

Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



Amendment to Contract for Marysville Charter Academy for the Arts Shalisa Schargus

Both parties agree that the not-to-exceed amount for the contract dated 8/16/16 shall be increased from \$38,000.00 to \$38,400.00 in order to cover reimbursement for out-of-pocket expenses. This exceeds the amount of the original contract that was Board approved on September 13, 2016. Both parties agree that the not-to-exceed amount shall be increased from \$38,000.00 to \$38,400.00.

Contractor Name: Shalisa Schargus

Authorized Signature: Shalisa Schargus

Date: 11/29/16

District Acceptance: _____
(Ryan DiGiulio, Assistance Superintendent of Business Services)

Business Services Department

Approval: TD

Date: 12/2/16

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Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



Amendment to Contract for Marysville Charter Academy for the Arts Kristin Vander Ploeg

Both parties agree that the not-to-exceed amount for the contract dated 8/16/16 shall be increased from \$18,000.00 to \$18,160.00 in order to cover reimbursement for out-of-pocket expenses. This exceeds the amount of the original contract that was Board approved on September 13, 2016. Both parties agree that the not-to-exceed amount shall be increased from \$18,000.00 to \$18,160.00.

Contractor Name: Kristin Vander Ploeg

Authorized Signature: K Vander Ploeg

Date: NOV 29 2016

District Acceptance: _____
(Ryan DiGiulio, Assistance Superintendent of Business Services)

Business Services Department

Approval: Ch

Date: 12/2/16

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Software License Agreement



ASBWorks
.com

This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and Marysville Charter Academy For The Arts (Customer") on December 1, 2016 ("Contract Date").

1. Definitions

- Software.** The term "Software" shall mean the computer program in object code on the Licensor's website.
- Customer.** The term "Customer" shall mean the named entities signing this agreement.

2. License

- Grant of License.** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive nontransferable license to use the Software on Licensor's Website.
- Restrictions on Use.** Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) use the Software in any manner that is unlawful, or that does not conform to local, state or federal guidelines or compliance.
- Modifications, Reverse Engineering.** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.
- Delivery.** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
- In General.** In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount (\$752.16 prorated for 2016-2017) and \$1,295 annually beginning July 1, 2017 (the "License Fee"). License Fee is based on usage for the following number of sites.

ASBWorks Accounting Software

QTY	TYPE	FEE	TOTAL
1	High School	\$ 1,295	\$ 1,295
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 1,295

Event Tracker Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 0

Notes:

- Payment Terms.** Payment in full shall be tendered within 45 days of the execution of this Agreement.
- Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- Optional Equipment.** Optional equipment such as point of sale hardware may be purchased at standard price sheet rates.

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Business Services Department

Approval: Per

Date: 12/2/16

Page 1 of 4

Software License Agreement



ASBWorks
.com

3. Ownership

- a. **Title.** Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.
- b. **Pupil Records.** All Pupil Records obtained by the Licensor from the Customer continue to be the property of and under control of the Customer. At the Customer's request, all records will be made available by the Licensor to the Customer for the use of distribution to pupils, parents, and legal guardians at the Customer's discretion. The Licensor shall not use any information in a Pupil Record for any purposes other than those required or specifically permitted by the Software License Agreement.
- c. **Transfers.** Under no circumstances shall Customer allow access to any person or entity not named in this Agreement to Licensor's website and Software without Licensor's prior written consent.

4. Confidential Information

- a. **Confidentiality.** Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information.

5. Use and Training

- a. **Use and Training.** Customer shall limit the use of the Software to its employees who have been appropriately trained. On-site training by Licensor may be provided for \$975 per full day of training (the amount below for training is not included as part of the License Fee in Section 2 above).

QTY (DAYS)	TYPE	FEE	TOTAL
N/A	N/A	\$ 0	\$ 0
N/A	N/A	\$ 0	\$ 0
	Total	\$ 0	\$ 0

Notes:

6. Warranty

- a. **Warranties.** Licensor makes no warranties with respect to the software, express or implied, including but not limited to the implied warranties of merchantability and fitness. Customer accepts the products "As Is".

7. Limitations Period

- a. **Limitations Period.** No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

8. No Consequential Damages

- a. **No Consequential Damages.** Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

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9. Limitation on Recovery

- a. *Limitation on Recovery.* Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

10. Indemnification

- a. *Indemnification.* Licensor shall indemnify and defend Customer from and against any claims, including reasonable legal fees and expenses, based upon a valid claim that the Software infringes on any copyright or patent, provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor due to any failure by Customer, its employees or agents, or Licensor, its employees or agents, to act in accordance with this Agreement or from the release of Confidential Information covered under the HIPAA Act as further described in Subsection 4 above.

11. Term and Termination

- a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on December 1, 2016.
- b. *Annual Renewal.* This Agreement shall automatically renew July 1, 2017 for an annual fee of \$1,295 per year and each subsequent year, unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.
- c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement. Additionally, upon the Customer's request, the Licensor agrees that a Pupil's Records shall not be retained or available to the Licensor upon completion of the terms of the Agreement, or upon its termination.

12. Assignment

- a. *Assignment.* Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

13. Force Majeure

- a. *Force Majeure.* Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

14. Notices

- a. *Notices.* All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

Licensor	Customer
Gray Step Software, Inc. PO Box 4408 El Dorado Hills, CA 95762	Marysville Charter Academy For The Arts 1917 B St. Marysville, CA 95901

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15. General Provisions

- a. **Complete Agreement.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
- b. **Amendment.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
- c. **Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- d. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- e. **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.
- f. **Compliance.** The Customer agrees to work with the Licensor to ensure compliance with FERPA and other applicable student data privacy laws.
- g. **Data Security.** The Licensor maintains procedures to ensure the security and confidentiality of all pupil records, including but not limited to designing and training appropriate individuals on ensuring the security and confidentiality of pupil records. Such procedures include password protection, HTTPS protocol for data encryption, and secured redundant backups and mirrored drives. Licensor servers are located in a secure location that requires card key access and two-factor biometric authentication. Our server facility is guarded 24 hours per day, 7 days a week both on the Interior and exterior of the facility, including cameras and personnel. In the event of an unauthorized disclosure of a Pupil's Records, the Licensor shall report said unauthorized disclosure to the Customer.
- h. **Independent Contractor.** Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
- i. **Counterparts.** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
- j. **Read and Understood.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensor:

Customer:



Signature

Brian Cichella

Name

President

Title

12/1/16

Date



Signature

Ryan Dibiulio

Name

Assistant Supt. of Business Services

Title

12/1/16

Date