



TEACHING AT THE CORE

®



®

## MEMORANDUM OF UNDERSTANDING FOR SERVICES

This agreement made and entered this 8<sup>th</sup> day of May, 2018 between **Be GLAD™ LLC**, hereinafter referred to as the "*Contractor*", and **Marysville Joint Unified School District**, hereinafter referred to as the "*District*".

### WITNESSETH:

1. The *Contractor* agrees to render the following services listed below on the times and dates herein stated in accordance with the directions stipulated by the *District* or a person delegated by them.

a) Follow up Support Training in the Project G.L.A.D. (Guided Language Acquisition Design) model and strategies for one day. This service consists of 1/2 day of support conducted by a Certified GLAD Trainer for participants who *have* previously completed the full 6 day GLAD training. The Follow-up is *customized* according to the specific needs of each group of staff who are attending. During the session(s), we will share all new links of the GLAD strategies to the new mandates of CCSS, NGSS, new CA ELD standards to support staff to create concrete action plans. The training is to occur during specialized hours listed below. The training sites will be at a location within the *District*. Services for this date will be:

*Cohort 1 (35 participants) Grades TK-6*

**Monday, May 21 3:45pm-6:45pm**

**Tuesday, May 29 3:45pm-6:45pm**

*Cohort 2 (35 participants) Grades TK-6*

**Tuesday, May 22 3:45pm-6:45pm**

**Wednesday, May 30 3:45pm-6:45pm**

1. The *District* agrees to compensate the *Contractor* for services rendered as follows:
  - a) Follow-up Sessions are to be compensated at a rate of \$750 per ½ day for one Certified G.L.A.D.® trainer. Total cost for the four ½ day sessions to be \$3,000. Such amount(s) to be paid within thirty, (30), calendar days after services are rendered and the receipt of the invoice. A ten percent, (10%), late charge will apply for any payments received after the payment due date.
2. The *District* agrees to provide access to the training room at 7:00am the morning of each training date so the *Contractor* can set-up for the trainings. The *District* understands that the *Contractor* may rearrange the furniture in the classroom that is used during the demonstration to make adequate space for the observing teacher participants. The *Contractor* will provide all training materials, classroom materials, and any materials

utilized by presenters. The *District* agrees to provide full list of participants and address location(s) of all trainings at least 30 days prior to the scheduled trainings.

3. It is agreed that the *Contractor*, Be GLAD™ LLC, is acting as an independent contractor and not as an agent or employee of **Marysville Joint Unified School District**.
4. This Contract may be cancelled by either party through written notification at least forty-five, (45), calendar days prior to the first date of service. *Contractor* reserves the right to reschedule trainings at their discretion when impacted by concerns as a result of extreme weather/safety issues.



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Mike Hodson  
Assistant Superintendent of Business Services  
**Marysville Joint Unified School District**  
1919 B Street  
Marysville, CA 95901  
Phone: 530-749-6115  
Fax: (530) 741-7893

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Noshaba Afzal  
Director of Trainings  
**Be GLAD LLC**  
3141 Stevens Creek Blvd. suite #353  
San Jose, CA 95117  
Phone: 844-438-4523 ext. 701  
Fax: (408) 457-7556



## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Mike Hodson

From: Mrs. Gabriela Rios, Executive Director

Date: April 10, 2018

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Marysville Joint Unified School District agree as follow:

### RECITALS

- A. Scope of Services: PIQE will provide PARENT LEADERSHIP training course for the parents of the children enrolled in the Marysville Joint Unified School District. PIQE provides training to establish leadership development and promotes parental involvement in decision-making process. After three training sessions, parents will learn skills to actively participate in the school system, have knowledge of public issues in education, and clearly understand the difference between traditional parent involvement vs. parent leadership.
- B. Location: 1964 Olive Avenue, Olivehurst CA 95961
- C. Period of Performance: May 15, May 22, and May 29 2018
- D. Compensation: \$3,500.00
- School Funding from: \_\_\_\_\_
- E. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshments to be provided to the parents.

I accept these services at Yuba Gardens Intermediate under the terms and conditions noted.

\_\_\_\_\_  
MJUSD Representative

Parent Institute Representative:

\_\_\_\_\_  
Date

[Signature]  
Mrs. Gabriela Rios, Executive Director PIQE

## **DnA Software Services Agreement**

This DnA Software Services Agreement ("**Agreement**") is entered into effective as of May 8, 2018 ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and Marysville Joint Unified School District ("**District**").

### **RECITALS**

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed, owns and hosts online such a system known as the Illuminate Data and Assessment Management System (the "**System**");

WHEREAS, Illuminate also has acquired from third parties the right to make available in conjunction with the System (i) a database of test questions known as ("**Item Bank**");

WHEREAS, District desires to access and use the System and obtain the other services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

### **AGREEMENT**

1. **Term of Agreement.** Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through June 30, 2019 ("**Term**").

2. **System Services; Third Party Services.**

(a) **System Services.** Subject to the terms of this Agreement, during the Term, District and District Users (as defined below) may access and use the System for the benefit of District's students, but only with respect to the schools identified on **Exhibit A** hereto. **Exhibit A** may be amended for future school years to include additional District schools. District is responsible for the actions of all District Users and other District employees and agents, for ensuring that only District Users are provided access to the System (including ensuring ID and password security), and that access of District Users is limited to that portion of the System and District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "**District Users**" means District employees, students and such students' parents or guardians holding a valid ID and password to use the System issued by the District.

(b) **Third Party Services.** Illuminate has entered into agreements with third parties that permit it to authorize District Users to download from such third parties' servers, or otherwise access, and use, through the System, (A) the Item Bank, subject, in certain instances, to execution of a standard end user license agreement with the third party provider. So long as Illuminate continues to have the right from the applicable third party to authorize District to use the Item Bank in connection with the System, it will enable the System to allow District Users to do so. In the event that Illuminate ceases to have such right, or the applicable third party dissolves or otherwise ceases to make such product available to Illuminate, Illuminate will work with District to identify an alternative product providing substantially similar functionality and on substantially similar terms, and make such product available to District. If Illuminate is unable to find or obtain the right to provide an

alternative product on such terms, District's sole remedy will be either (i) a reduction in the Annual Fee by the per student fee indicated in the table below in 3 (b), in the case of the unavailability of the Item Bank, or (ii) termination of this Agreement. Illuminate makes no representations or warranties regarding the functionality, quality or continuing availability of either the Item Bank (or any alternative product) and will have no liability with respect thereto.

### 3. Fees.

(a) Annual Fee. District agrees to pay to Illuminate an annual fee (the "**Annual Fee**") for access and use of the System and applicable third party services each school year during the Term.

(b) Student Count. The parties agree that the number of students to be used in calculating the Annual Fee for each school year (the "**Student Count**") shall be the number of students during the preceding school year based upon the official California state website for schools in the District that will be using or are authorized to use the System.

By way of example, the estimated Annual Fees for the Term assuming the following Student Count(s) would be as follows:

Year 1

Dates: 7/1/2018 - 6/30/2019

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL PRICE
9,907	DnA Licenses	Per Student Licenses - Illuminate Data and Assessment™	\$3.50	\$3.50	\$34,674.50
9,907	Grading Software	Assessment Scanning and Scoring	\$1.00	\$1.00	\$9,907.00
9,907	KDS Inspect (Legacy)	Access to Key Data Systems' KDS Inspect Item Bank and Pre-built Assessments.	\$1.50	\$1.50	\$14,860.50
				Total	\$59,442.00

(c) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Training after initial training is exhausted will be at a rate equal the initial training rate for on-site training and \$500 per day for on-line training.

(d) Payment. The Annual Fee for each school year and fees for training and services shall be paid by District within 30 days of receipt of an invoice from Illuminate. Illuminate may submit an invoice for the Annual Fee in advance of each school year on or after the first day of such school year. Illuminate may submit an invoice for training and other services following the provision of such training or service.

(e) Failure to Make Payment. In the event District fails to pay the Annual Fee or other fees due hereunder when due it will constitute a material breach of this Agreement and, upon written notice from Illuminate, District agrees to immediately cease, and to cause District Users to immediately cease, using the System and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

(f) Taxes. The fees in this Section 3 do not include sales, use or similar taxes which may be applicable. District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income.

4. Ownership of System; Third Party Materials. Illuminate and its third party providers are and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials licensed or provided by such third parties to Illuminate ("**Third Party Materials**"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components. In addition, Illuminate shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Illuminate pursuant to this Agreement ("**Specific Developments**"). District will have no rights in the System, any derivative works, the Specific Developments or Third Party Materials, except the right to access and use them as expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the System or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the System or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or license the System or Third Party Materials, (iii) create derivative works based upon the System or Third Party Materials or (iv) permit anyone other than District Users to use the System. District acknowledges that the System is confidential in nature and constitutes a trade secret of Illuminate and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or elements thereof, to any third party during the Term or thereafter.

5. Implementation, Data Conversion and Hosting. Illuminate agrees to provide the services associated with the implementation of the System and District Data conversion and hosting as follows:

(a) Hosting. The System and District Data will be hosted on Illuminate's servers.

6. System Maintenance and Support. Illuminate agrees to provide maintenance and support of the System to District. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with District to address future growth or modifications to the System. Maintenance and support of the System is provided at no additional cost to District. Illuminate is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by District or District Users, District employees or agents, unless such modification or alteration is approved in writing by Illuminate, or (b) any failure of District equipment or software.

7. Responsibilities of District. District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. District Data.

(a) Ownership and Control. District will retain ownership of, and the ability to control, all District information, including Pupil Records (as defined below), imported into the System ("**District Data**"). Illuminate may, however, internally use District Data that has been de-identified, including aggregated de-identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, to the extent District Data resides on Illuminate servers, Illuminate agrees to

assist in the transfer all District Data back to District in an industry standard open format such as SQL at no charge.

(b) Sharing of District Data. Illuminate will not share District Data with or disclose it to any third party, except (i) to District Users, (ii) as directed by District or District Users, (iii) to Illuminate's subcontractors who need access to fulfill Illuminate's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When Illuminate believes that any disclosure is required by applicable law, it will promptly notify District prior to the disclosure and give District a reasonable opportunity to object to the disclosure.

(c) Storage and Process. Illuminate will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Social Security Numbers. District agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

#### 9. Privacy and Security of Student Data.

(a) Definitions.

(i) **"Pupil-Generated Content"** means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) **"Pupil Records"** means any information (i) directly related to a pupil that is maintained by District or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee, but does not include de-identified information, including aggregated de-identified information, used by Illuminate to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

(b) Ownership and Control of Pupil Records. Pupil Records obtained by Illuminate from District will continue to be the property of and under the control of the District.

(c) Possession and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to the District.

(d) Use of Pupil Records. Illuminate will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

(e) Correction of Pupil Records. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student's Pupil Records and correct erroneous information contained therein by submitting a written request for access or a written description of the erroneous information and request for correction to District and furnishing District, upon request, such

information as is reasonably required to respond to the request. District is responsible for correcting all such erroneous information and Illuminate agrees to fully cooperate with District to make such corrections.

(f) Security and Confidentiality. Illuminate will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. Illuminate will identify those employees and subcontractors who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. Illuminate warrants that all Pupil Records will be encrypted in transmission. Illuminate further warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under Agreement.

(g) Notice of Unauthorized Disclosure. In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, District will notify affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

(h) Certification of Non-Retention. Illuminate certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to Illuminate upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

(i) FERPA and State Equivalent Compliance. District and Illuminate each represents and warrants that it and its agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect Pupil Records from disclosure.

(j) Other Third Party Content. Nothing in this Section shall be construed to impose liability on Illuminate for content provided by any third party.

#### 10. Illuminate Warranty.

(a) System Warranty. Illuminate warrants to District that the System as delivered, will materially comply with the published specifications of Illuminate for such System. Illuminate does not warrant that the operation of the System will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SYSTEM IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SYSTEMS OF THIS TYPE.

(b) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE SYSTEM AND ALL ILLUMINATE SERVICES ARE PROVIDED "AS IS" AND ILLUMINATE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND ILLUMINATE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY



REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY SERVICES IS STRICTLY BETWEEN DISTRICT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SERVICES.

11. Indemnification.

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that District's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the System; (ii) that results from the gross negligence or intentional misconduct of Illuminate or its employees or agents; or (iii) that results from any material breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. To the extent permitted under applicable law, District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the gross negligence or intentional misconduct of District or its employees or agents or (ii) any material breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**")), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

12. Insurance. Illuminate agrees to carry a comprehensive general and, if Illuminate has any company-owned or company-leased vehicles, automobile, liability (including cyber) insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

13. Termination.

(a) Termination by District. District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

(c) Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(d) Survival. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 8, 9, 10, 11, 13 and 14 and any obligations to pay for license fees, services, training or taxes pursuant to Section 3 that were earned or payable relating to the period prior to termination.

#### 14. Miscellaneous.

(a) Entire Agreement; Counterparts. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement will be in writing and will be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education, Inc.  
6531 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Attention: Contracts Administrator  
E-mail: [Contracts@IlluminateEd.com](mailto:Contracts@IlluminateEd.com)

If to District:

Marysville Joint Unified School District

1919 B Street ,  
Marysville, California 95901  
Attention: Amy Stratton  
E-mail: astratton@mjud.com

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws.

(f) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. Except for the indemnification rights of certain directors, officers, employees and agents expressly set forth in Section 11, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER DISTRICT OR ILLUMINATE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SYSTEM, (b) LOSS, DAMAGE OR CORRUPTION OF DATA OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(k) CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE ANNUAL FEE FOR ONE YEAR SET FORTH IN SECTION 3. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(l) Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstance beyond such party's reasonable control (a "*Force Majeure Event*"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(m) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**Marysville Joint Unified School District**

**ILLUMINATE EDUCATION, INC.**

\_\_\_\_\_  
May 8, 2018

April 24, 2018

Date



\_\_\_\_\_  
Signature

Scott Hickson, CFO



Mike Hodson

\_\_\_\_\_  
Assistant Superintendent  
Business Services

EXHIBIT A  
LOCATIONS

Anna McKenney Intermediate  
Arboga Elementary  
Browns Valley Elementary  
Cedar Lane Elementary  
Cordua Elementary  
Covillaud Elementary  
District Office  
Dobbins Elementary  
Edgewater Elementary  
Ella Elementary  
Foothill Intermediate  
Johnson Park Elementary  
Kynoch Elementary  
Linda Elementary  
Lindhurst High  
Loma Rica Elementary  
Marysville Charter Academy for the Arts  
Marysville Community Day  
Marysville High  
Olivehurst Elementary  
South Lindhurst Continuation High  
Yuba Feather Elementary  
Yuba Gardens Intermediate

# **EXHIBIT B: 2017-2018 ISA**

## **INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on March 19, 2018 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, 2018 unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville JUSD Nonpublic School Aldar Academy

LEA Case Manager: Name Toni Vemler Phone Number 530-749-6180

Pupil Name \_\_\_\_\_ Sex: ☒ M ☐ F Grade: 8

Address 1 \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.) \_\_\_\_\_ City Olivehurst State/Zip CA 95961

DOB 7-21-04 Residential Setting: ☒ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian, \_\_\_\_\_ Phone (530) 777-8451 ( \_\_\_\_\_ )

Address \_\_\_\_\_ City \_\_\_\_\_ (Residence) State/Zip \_\_\_\_\_ (Business)  
(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: 180 during the regular school year  
20 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 AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$ 150.00

Estimated Number of Days 75 x Daily Rate \$150.00 = **PROJECTED BASIC EDUCATION COSTS** \$11,250.00

### **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		x		30 mins./wk	95.00/hr		\$760.00
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)		x					Included
Counseling and guidance (515)							
Parent Counseling (520)							

Business Services Department

Approval: [Signature]  
Date: 4.25.18

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				
Social Work Services (525)							
Psychological Services (530)							
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)A							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$12,010.00

16



TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 27,000.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

☒ Progress Reporting Requirements ☒ Quarterly ☒ Monthly ☐ Other (Specify) \_\_\_\_\_

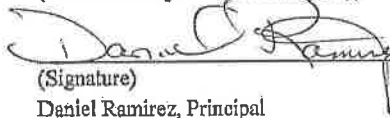
The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Aldar Academy  
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District  
(Name of LEA/SELPA)

  
(Signature)  
Daniel Ramirez, Principal

4/23/18  
(Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

Dr. Gay Todd, Superintendent, MTUSD  
(Name of Superintendent or Authorized Designee)

ABSTRACT OF QUOTE			VENDOR		
			Fire Extinguisher Service RFP #19-1005	Sutter Buttes Fire Extinguisher Co. Inc.	National Fire Systems, Inc. dba Sacramento Fire Extinguisher
			F.O.B.	Yuba City, CA	Sacramento, CA
ITEM	UNIT	DESCRIPTION	PRICE	PRICE	PRICE
1		C02 Type Extinguishers			
	ea	A. Annual Inspection & Service fee	\$ 7.00	\$ 5.50	\$ 7.00
2		Halon type extinguishers			
	ea	A. Annual Inspection & Service fee	\$ 7.00	\$ 5.50	\$ 7.00
	ea	B. Maintenance fee per unit (6 year tear down)	\$ 35.00	\$ 14.00	\$ 18.00
3		Dry Chemical type extinguisher			
	ea	A. Annual Inspection & Service fee	\$ 7.00	\$ 5.50	\$ 7.00
	ea	B. Maintenance fee per unit (6 year tear down)	\$ 11.00	No Charge	\$ 8.00
4	ea	Annual Inspection and Service of Water type extinguishers	\$ 7.00	\$ 5.50	\$ 7.00
5	ea	Annual Inspection and Service of "K" Class type extinguishers	\$ 7.00	\$ 5.50	\$ 7.00
6	ea	Bi-Annual Inspection and Service of "range hood" suppression systems	\$ 150.00	\$ 50.00	\$ 250.00
		A. Fusible Link Fee (if extra)	\$ 5.00	\$ 8.00	\$ 9.50

<b>ABSTRACT OF QUOTE</b>  <b>Fire Extinguisher Service RFP #19-1005</b>			<b>VENDOR</b>  <b>F.O.B.</b>		
			Sutter Buttes Fire Extinguisher Co. Inc.	The Fire Guys LLC	National Fire Systems, Inc. dba Sacramento Fire Extinguisher
			Yuba City, CA	Yuba City, CA	Sacramento, CA
ITEM	UNIT	DESCRIPTION	PRICE	PRICE	PRICE
7	ea	New extinguisher, 5 lb. ABC, Sentry or eq.	\$ 49.00	\$ 46.00	\$ 47.50
		Brand:	Amerex	Buckeye	Buckeye
8	ea	New extinguisher, "K" Class	\$ 195.00	\$ 246.00	\$ 185.00
		Brand:	Amerex	Buckeye	Buckeye
9	ea	Wall Bracket	\$ 5.00	\$ 4.50	\$ 3.50
10	ea	Vehicle Bracket	\$ 15.00	\$ 10.00	\$ 9.50
11	ea	O Rings	No Charge	\$ 1.00	\$ 1.75
12	ea	Pull Pins	No Charge	\$ 1.00	\$ 1.75
13	ea	Valve Stems	\$ 7.00	\$ 8.95	\$ 9.50
14	ea	Extinguisher Signs	\$ 2.50	\$ 2.50	\$ 8.50
15	ea	Gauges	\$ 7.00	\$ 8.95	\$ 9.00
16	ea	Neck Collars	No Charge	No Charge	No Charge
17	ea	Minimum Service Charge (if any) for "Call In"	\$ 30.00	\$ 25.00	\$ 35.00
18	ea	Hydrostatic Test of CO2 Extinguishers	\$ 50.00	\$ 12.00	\$ 22.00
19	ea	Hydrostatic Test of Dry Chemical Ext.	\$ 25.00	\$ 12.00	\$ 20.00
20	ea	Hydrostatic Test of Water Extinguisher	\$ 25.00	\$ 12.00	\$ 20.00
21	ea	Hydrostatic Test of "K" Class type Ext.	\$ 159.00	\$ 12.00	\$ 20.00
22	ea	Hydrostatic test of Halon Extinguisher	\$ 50.00	\$ 12.00	\$ 20.00
23	lb	ABC Dry Chemical	\$ 2.50	\$ 3.50	No Charge
24	lb	Regular Dry Chemical	\$ 4.50	\$ 3.50	No Charge



**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
Fire Extinguisher Service

THIS AGREEMENT, MADE May 8, 2018 between  
("CONTRACTOR") The Fire Guys LLC, having a principal  
place of business at 4115 A Butte House Road, Yuba City, CA 95993 and the  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT"), mutually agree  
as follows:

I. TERM OF CONTRACT

- (1) This Agreement will be for the service period of July 1, 2018 through June 30, 2019, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- (1) Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A."
- (2) Contractor shall perform within the time set forth in Exhibit "A" everything required to be performed.

III. COMPENSATION

- (1) In consideration for the services and/or material referenced in Article II, scope of work by contractor, DISTRICT agrees to pay AS PER PROPOSAL FORM ATTACHMENT 4, UNIT COST OUTLINED FROM RFP #19-1005 AND DISTRICT SPECIFICATIONS. Unless provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and/or services accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of Marysville Joint Unified School DISTRICT, Accounts Payable Department.
- (2) The DISTRICT reserves the right to withhold payment until order is completed and/or accepted by the DISTRICT.

Business Services Department  
Approval: WJ  
Date: 4.27.18

#### IV. OBLIGATIONS OF CONTRACTOR

- (1) While performing services thereunder, Contractor is an independent contractor and not an officer, agent or employee of the DISTRICT.
- (2) The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The Contractor is personally liable for, among other things, taxes, personal health, car insurance, Worker's Compensation for his/her own employees and business expenses for maintaining his/her office.
- (3) The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the DISTRICT be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 [ ] is [ X ] is not applicable to this agreement.

- (4) Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- (5) All equipment, supplies and services sold to the DISTRICT shall conform to the general safety orders of the State of California.
- (6) It is policy of the DISTRICT that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the DISTRICT for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the DISTRICT for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the Contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against the DISTRICT for any such claim or demand and pay or satisfy any judgment, including attorney fees and costs, that may be rendered against the DISTRICT in any such action, suit or legal proceeding.

## VI. FINGERPRINTING

The Contractor shall comply with the requirements of Education Code Section 45125.1 prior to the commencement of work. Contractor shall certify in writing (see Certification Form and related documents, attached to this Agreement as Exhibit "B" and incorporated by reference) to the Governing Board of the DISTRICT that none of Contractor's employees who may come into contact with pupils have been convicted of a felony as defined in Education Code Section 45122.2

The Contractor shall provide a list of names of its employees who may come into contact with pupils to the Governing Board of the DISTRICT. Each subcontractor shall include a provision that requires each subcontractor to comply without the provisions of Education Code Section 45125.1 and this Agreement.

## VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the DISTRICT and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the DISTRICT.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### VIII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California

EXECUTED AT Marysville, California, on the date first written above.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
DISTRICT Representative Michael Hodson  
Assistant Superintendent Business Services

Dated: May 8, 2018 \_\_\_\_\_

  
Contractor: Ray McReynolds  
The Fire Guys LLC

20-8822737  
Social Security # or Federal I.D. #



## EXHIBIT A

That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of DISTRICT heretofore expressed, does hereby agree to furnish to DISTRICT services and/or materials, as follows:

Scope of Work: Annual fire extinguisher service including kitchen "hood" suppression systems for various district facilities and vehicles located throughout the Marysville Joint Unified School District in accordance with performance specifications of RFP #19-1005.

Specifically Includes: Regularly scheduled and special fire extinguisher services throughout Marysville Joint Unified School District per RFP #19-1005 specification.

Specifically Excludes:

Project Schedule: As per proposal specifications.

## ATTACHMENT 4

PROPOSAL FORM

The undersigned Contractor proposes and agrees to furnish all labor, supervision, personnel, permits, materials, supplies, transportation, tools, and equipment necessary to provide fire extinguisher services in accordance with the Scope of Work, Specifications, and other contract documents provided herein.

Project Address: Marysville Joint Unified School District properties located throughout the District (see Attachment 10).

Item	Description	Unit Price
1.	CO2 type extinguishers	
	A. Annual Inspection & Service fee per unit	\$ <u>5.50</u>
2.	Halon type extinguishers	
	A. Annual Inspection & Service fee per unit	\$ <u>5.50</u>
	B. Maintenance fee per unit (6 year tear down)	\$ <u>14.00</u>
3.	Dry Chemical type extinguishers	
	A. Annual Inspection & Service fee per unit	\$ <u>5.50</u>
	B. Maintenance fee per unit (6 year tear down)	\$ <u>NO charge</u>
4.	Annual Inspection and Service of Water type extinguishers	\$ <u>5.50</u>
5.	Annual Inspection and Service of "K" Class type extinguishers	\$ <u>5.50</u>
6.	Bi-Annual inspection and service (optional award item) of kitchen 'range hood' suppression systems	\$ <u>50.00</u> each X 2 per year
	A. Fusible Link Fee (if extra) (optional award item)	\$ <u>8.00</u>

Company Name THE FIRE GUYS LLC (MUST BE COMPLETED)

## ATTACHMENT 4 (continued)

- |     |  |                              |
|-----|--|------------------------------|
| 7.  | New extinguisher, 5 lb. ABC,<br>Sentry or equal<br>Brand Bid: <u>Buckeye</u>   | \$ <u>46.<sup>00</sup></u>   |
| 8.  | New extinguisher, 'K' Class<br>Brand Bid: <u>Buckeye</u>   | \$ <u>246.<sup>00</sup></u>  |
| 9.  | Wall Bracket   | \$ <u>4.<sup>50</sup></u>    |
| 10. | Vehicle Bracket  | \$ <u>10.<sup>00</sup></u>   |
| 11. | O Rings  | \$ <u>1.<sup>00</sup></u>    |
| 12. | Pull Pins  | \$ <u>1.<sup>00</sup></u>    |
| 13. | Valve Stems  | \$ <u>8.<sup>95</sup></u>    |
| 14. | Extinguisher Signs   | \$ <u>2.<sup>50</sup></u>    |
| 15. | Gauges   | \$ <u>8.<sup>95</sup></u>    |
| 16. | Neck Collars   | \$ <u>NO charge</u>          |
| 17. | Minimum service charge (if any) for a "Call In" -<br>Discharged extinguishers, missing pins,<br>brackets, labels etc. due to vandalism or fire at<br>a single location<br>(excluding annual service) | \$ <u>25.<sup>00</sup></u>   |
| 18. | Hydrostatic test of CO2 extinguishers  | \$ <u>12.<sup>00</sup></u>   |
| 19. | Hydrostatic test of Dry Chemical extinguishers   | \$ <u>12.<sup>00</sup></u>   |
| 20. | Hydrostatic test of Water extinguishers  | \$ <u>12.<sup>00</sup></u>   |
| 21. | Hydrostatic test of "K" Class type extinguishers   | \$ <u>12.<sup>00</sup></u>   |
| 22. | Hydrostatic test of Halon extinguishers  | \$ <u>12.<sup>00</sup></u>   |
| 23. | ABC Dry Chemical   | \$ <u>3.<sup>50</sup></u> lb |

Company Name THE FIRE GUYS LLC (MUST BE COMPLETED)

## ATTACHMENT 4 (continued)

24.	Regular Dry Chemical	\$ <u>3.50</u>	lb
25.	Carbon Dioxide	\$ <u>2.00</u>	lb
26.	Halon 1211	\$ <u>24.00</u>	lb
27.	Ansul Cartridges exchanged	<del>\$ <u>          </u></del>	ea
28.	Ansul +50 C Dry Chemical	\$ <u>3.50</u>	lb
29.	Ansul Foray Dry Chemical	\$ <u>3.50</u>	lb
30.	Ansul PRX Liquid Chemical	\$ <u>128.00</u>	gal <u>6 Liter</u>

Please outline any other possible item(s) and applicable fee(s) that the DISTRICT may expect to incur under this contract: \_\_\_\_\_

\_\_\_\_\_ see attached \_\_\_\_\_

Addenda numbers 1 received, acknowledged, and incorporated into the bid proposal -initial- Ry

Will hydrostatic tests be performed by your company? NO ☐ YES ☒

If no, please provide the name of the company that will perform these tests.

D.O.T. Certificate Number (attached copy): D552

The above prices will be valid for sixty (60) days from the proposal opening date.

Representative Name (please print): RAY Mc Reynolds

Representative Signature: Ray Mc Reynolds

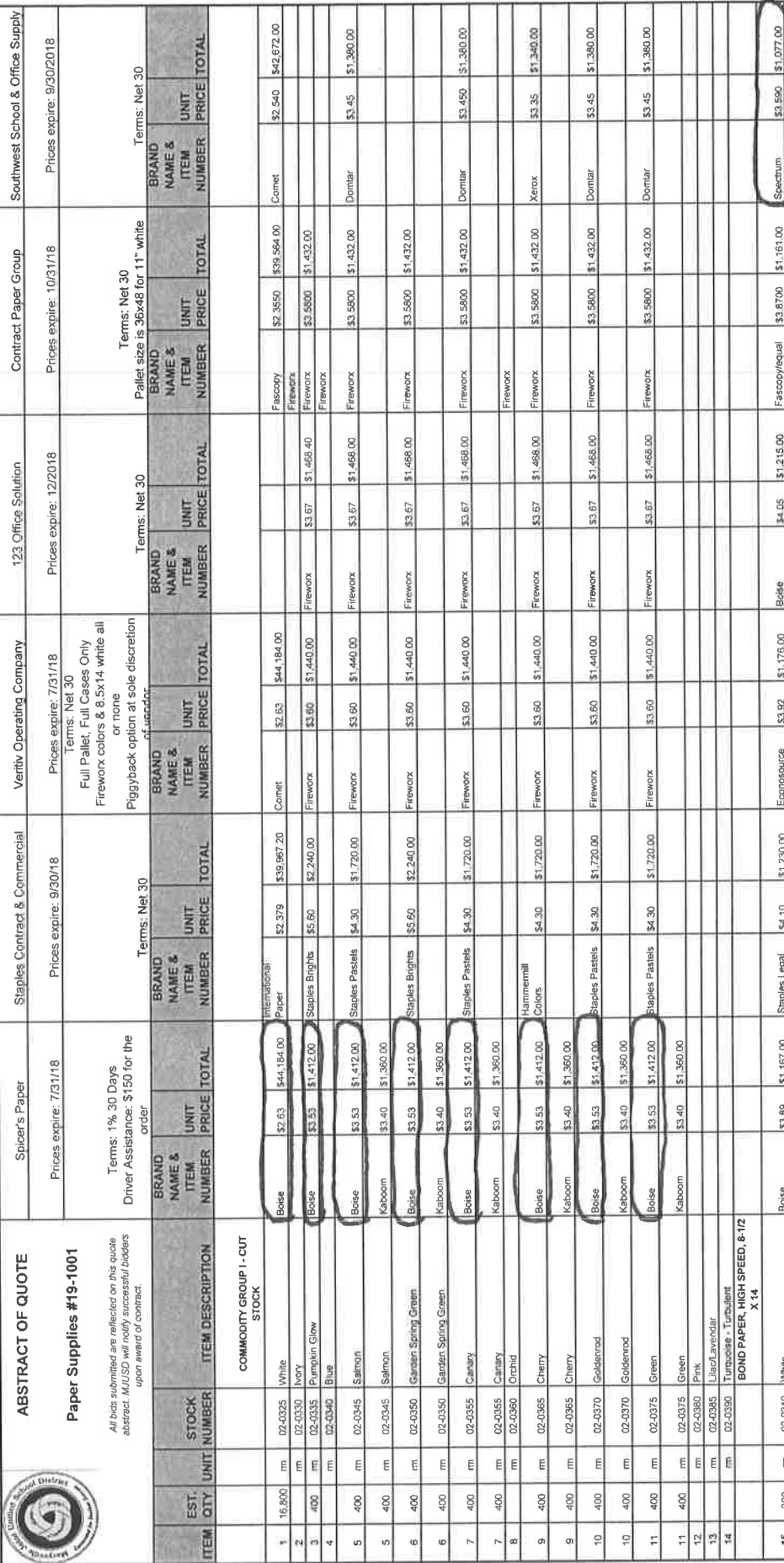
Company Name: THE FIRE GUYS LLC

Date: 3-26-18

SCHOOL SITE	APPROXIMATE EXTINGUISHER COUNT	SITE WITH KITCHEN HOOD ANSUL SYSTEMS
ARBOGA 1686 Broadway Marysville	38	X
BROWNS VALLEY 9555 Browns Vly Sch. Rd. Browns Valley	18	
CEDAR LANE 841 Cedar Lane Marysville	44	X
CORDUA 2830 Highway 20 Marysville	12	X
COVILLAUD 628 F Street Marysville	34	X
DOBBINS Dobbins School Road Dobbins	16	X
EDGEWATER 5715 Oakwood Drive Marysville	28	X
ELLA 4850 Olivehurst Ave. Olivehurst	50	X
FOOTHILL 5351 Fruitland Road Marysville	16	
JOHNSON PARK 4364 Lever Ave Marysville	30	X
KYNOCH 1905 Ahern Street Marysville	37	X
LINDA 6180 Dunning Ave Marysville	30	
LOMA RICA 5150 Fruitland Road Marysville	15	

SCHOOL SITE	APPROXIMATE EXTINGUISHER COUNT	SITE WITH KITCHEN HOOD ANSUL SYSTEMS
MCKENNEY INTERMEDIATE SCHOOL 19th & Huston Street Marysville	54	X
OLIVEHURST 1778 McGowan Parkway Olivehurst	54	X
YUBA FEATHER & Bus Shed 18008 Oregon Hill Road Challenge	32	X
YUBA GARDENS 1964 11th Ave. Olivehurst	50	X
LINDHURST HIGH 4446 Olive Drive Olivehurst	92 2 vehicles (Grounds & Ag)	X
SOUTH LINDHURST HIGH 4446 Olive Drive Olivehurst	9	
MARYSVILLE HIGH 12 E. 18th Street Marysville	70 2 vehicles (custodial & Ag)	X
NORTH MARYSVILLE HIGH 1949 B Street Marysville	9	
LINDA PRESCHOOL & LATCHKEY 6180 Dunning Ave. Marysville	6	
COVILLAUD PRESCHOOL 610 8th Street Marysville	6	
EAST MARYSVILLE CHILDRENS CENTER (Kynoch School Site) 1905 Ahern Street Marysville	6	

SCHOOL SITE	APPROXIMATE EXTINGUISHER COUNT	SITE WITH KITCHEN HOOD ANSUL SYSTEMS
OLIVEHURST CHILDRENS CENTER 1788 McGowan Parkway Olivehurst	2	
MCAA - CHARTER ACADEMY - Portables 1919 B Street Marysville	18	
BUS GARAGE & BUSES / VEHICLES 1919 B Street Marysville	100	
DISTRICT OFFICE (includes Aud, Print Shop, & Marysville Independent Study) 1919 B Street Marysville	22	
MAINTENANCE DEPARTMENT 1919 B Street Marysville	23 16 vehicles	
WAREHOUSE 1919 B Street Marysville	9 6 vehicles	
GROUNDS SHOP 1919 B Street Marysville	13 2 vehicles	
TECHNOLOGY BUILDING / PORTABLE 1919 B Street Marysville	2	



Page 1






## ABSTRACT OF QUOTE

### Paper Supplies #19-1001

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

Southwest School & Office Supply				Pyramid School Products				S&S Worldwide				School Specialty Inc.			
Prices expire: 9/30/2018				Prices expire: 3/20/19				Prices expire: 12/31/18				Prices expire: 9/30/18			
Terms: Net 30				Terms: Net 30				Terms: Net 30				Terms: Net 30			
Minimums: Pacon \$2,600 in full cases				Minimums: Pacon \$2,600 in full cases				Minimums: Pacon \$2,600 in full cases				Minimums: Pacon \$2,600 in full cases			
ITEM	EST. QTY	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL
COMMODITY GROUP II - RULED PAPER				COMMODITY GROUP II - RULED PAPER				COMMODITY GROUP II - RULED PAPER				COMMODITY GROUP II - RULED PAPER			
RULED PAPER				RULED PAPER				RULED PAPER				RULED PAPER			
1		02-0455	9 x 6", 3/8" ruling												
2	100	02-0460	8-1/2 x 11", 3/8" ruling	Pacon	\$1.85	\$185.00	Pacon	2.060	206.000				School Smart	\$1.87	\$187.00
3		02-0463	11x8-1/2" ruled 1-1/2" header												
4		02-0465	14 x 8-1/2", 1/4" solid/slotted												
5	50	02-0470	14 x 8-1/2", picture heading	Imperial	\$6.15	\$307.50									
6		02-0475	14 x 8-1/2", 7/8"												
7		02-0480	10 x 10" quadrule ruled 1" sqs.												
8		02-0485	Ruled news, 18"x12", 7" heading												
9	400	02-0490	8-1/2 x 11", 3/8 (filler)	APC	\$2.58	\$1,032.00	Pacon	2.560	1064.000	Pacon	\$3.51	\$1,404.00	APC	\$2.42	\$968.00
COMMODITY GROUP III - TAG BOARD				COMMODITY GROUP III - TAG BOARD				COMMODITY GROUP III - TAG BOARD				COMMODITY GROUP III - TAG BOARD			
TAG BOARD PLAIN				TAG BOARD PLAIN				TAG BOARD PLAIN				TAG BOARD PLAIN			
1	96	02-0495	9 x 12", 125 lb	APC	\$2.06	\$197.76	Pacon	2.13	204.480	Pacon	\$2.11	\$202.56			
2	100	02-0500	22-1/2" x 28-1/2", 150 lb	APC	\$0.150	\$15.00									
COMMODITY GROUP IV - MISC. DRAWING/GRAPH				COMMODITY GROUP IV - MISC. DRAWING/GRAPH				COMMODITY GROUP IV - MISC. DRAWING/GRAPH				COMMODITY GROUP IV - MISC. DRAWING/GRAPH			
DRAWING PAPER				DRAWING PAPER				DRAWING PAPER				DRAWING PAPER			
1	72	02-0240	9 x 12", 80lb, white	APC	\$6.79	\$488.88	Pacon	7.01	504.720				Sax by Pacon	\$6.71	\$483.12
2	60	02-0245	9 x 12", 60lb, manilla	APC	\$5.24	\$314.40	Pacon	5.41	324.600	Pacon	\$6.30	\$378.00	Sax by Pacon	\$5.17	\$310.20
3	48	02-0250	12 x 18", 80lb, white	APC	\$13.46	\$646.08	Pacon	13.88	666.240				Sax by Pacon	\$13.43	\$644.64

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ABSTRACT OF QUOTE					Southwest School & Office Supply		Pyramid School Products		S&S Worldwide		School Specialty Inc.		
<div><b>Paper Supplies #19-1001</b> <i>All bids submitted are reflected on this quote abstract. MUSD will notify successful bidders upon award of contract.</i></div>					Prices expire: 9/30/2018		Prices expire: 3/20/19		Prices expire: 12/31/18		Prices expire: 9/30/18		
					Terms: Net 30		Terms: Net 30 Minimums: Pacon \$2,600 in full cases		Terms: Net 30		Terms: Net 30 Railroad Board - sold 25/pk		
ITEM	EST. QTY	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	
GRAPH PAPER													
4	100	rm	02-0300	8-1/2 x 11", ruled 1/4" squares	APC	\$2.58	\$258.00	Pacon	2.66	266.000	School Smart by Pacon	\$2.45	\$245.00
4a	100	rm	02-0300	8-1/2 x 11", ruled 1/4" squares w/ 3-hole punch	APC	\$3.14	\$314.00	Pacon	3.24	324.000	School Smart by Pacon	\$2.45	\$245.00
5	50	rm	02-0305	8-1/2 x 11", ruled 1/2" squares	Imperial	\$3.40	\$170.00	Pacon	3.49	174.500	School Smart by Pacon	\$2.80	\$140.00
COMMODITY GROUP V - MISC. ART													
KRAFT PAPER, PROJECT ROLL, 40 lb. Flame Retardant													
1	10	roll	02-0045	Dark Blue	Colorbrite	\$75.09	\$750.90	Pacon	75.48	754.800	Pacon	\$40.76	\$407.60
2	10	roll	02-0050	Light Blue	Colorbrite	\$74.18	\$741.80	Pacon	74.56	745.600	Pacon	\$47.19	\$471.90
3	5	roll	02-0055	Emerald Green	Colorbrite	\$78.06	\$390.30	Pacon (Festive Green)	78.46	392.300	Pacon	\$37.60	\$188.00
4	5	roll	02-0060	Orange	Colorbrite	\$86.29	\$431.45	Pacon	86.74	433.700	Pacon	\$47.85	\$239.25
5	10	roll	02-0065	Flame Red	Colorbrite	\$75.54	\$755.40	Pacon	75.94	759.400	Pacon	\$50.13	\$501.30
6	10	roll	02-0070	Canary Yellow	Colorbrite	\$72.34	\$723.40	Pacon	72.72	727.200	Pacon	\$47.85	\$478.50
7	10	roll	02-0073	White	Colorbrite	\$56.82	\$568.20	Pacon	57.12	571.200	Pacon	\$39.00	\$390.00
8	5	roll	02-0074	Brown	Colorbrite	\$71.89	\$359.45	Pacon	72.27	361.350	Pacon	\$39.86	\$199.30
9	5	roll	02-0035	Bright Green							Pacon	\$53.24	\$266.20
10	1	roll	02-0040	Light Green							Pacon	\$48.50	\$48.50

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# ABSTRACT OF QUOTE

## Paper Supplies #19-1001

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

Southwest School & Office Supply				Pyramid School Products				S&S Worldwide				School Specialty Inc.			
Prices expire: 9/30/2018				Prices expire: 3/20/19				Prices expire: 12/31/18				Prices expire: 9/30/18			
Terms: Net 30				Terms: Net 30				Terms: Net 30				Terms: Net 30			
BRAND NAME & ITEM NUMBER				BRAND NAME & ITEM NUMBER				BRAND NAME & ITEM NUMBER				BRAND NAME & ITEM NUMBER			
UNIT PRICE				UNIT PRICE				UNIT PRICE				UNIT PRICE			
TOTAL				TOTAL				TOTAL				TOTAL			
ITEM DESCRIPTION				ITEM DESCRIPTION				ITEM DESCRIPTION				ITEM DESCRIPTION			
STOCK NUMBER				STOCK NUMBER				STOCK NUMBER				STOCK NUMBER			
EST. QTY				EST. QTY				EST. QTY				EST. QTY			
ITEM				ITEM				ITEM				ITEM			
CONSTRUCTION PAPER, 12 X 18"				CONSTRUCTION PAPER, 12 X 18"				CONSTRUCTION PAPER, 12 X 18"				CONSTRUCTION PAPER, 12 X 18"			
11	100	pkg	02-0075	Dark Brown	Pacon	\$2.300	\$230.00	Pacon	2.35	235.000	\$2.49	\$249.00	Pacon	\$2.24	\$224.00
12	400	pkg	02-0080	Black	Pacon	\$2.060	\$824.00	Pacon	2.09	836.000	\$2.49	\$996.00	Pacon	\$2.03	\$812.00
13	100	pkg	02-0085	Slate Gray	Pacon	\$2.310	\$231.00	Pacon	2.29	229.000	\$2.49	\$249.00	Pacon	\$2.24	\$224.00
14	100	pkg	02-0090	Sky Blue	Pacon	\$2.210	\$221.00	Pacon	2.09	209.000	\$1.99	\$199.00	Pacon	\$2.16	\$216.00
15	100	pkg	02-0100	Light Green	Pacon	\$2.440	\$244.00	Pacon	2.19	219.000	\$2.09	\$209.00	Pacon	\$2.18	\$218.00
16	100	pkg	02-0105	Violet	Pacon	\$2.310	\$231.00	Pacon	2.36	236.000	\$2.49	\$249.00	Pacon	\$2.24	\$224.00
17	100	pkg	02-0110	Hot Lime	Pacon	\$2.560	\$256.00	Pacon	2.55	255.000	\$2.40	\$240.00	Pacon	\$2.32	\$232.00
18	100	pkg	02-0115	Brown	Pacon	\$2.160	\$216.00	Pacon	2.200	220.000	\$2.49	\$249.00	Pacon	\$2.15	\$215.00
19	100	pkg	02-0120	Light Brown	Pacon	\$2.180	\$218.00	Pacon	2.180	218.000	\$2.09	\$209.00	Pacon	\$2.13	\$213.00
20	150	pkg	02-0125	Blue	Pacon	\$2.440	\$366.00	Pacon	2.290	343.500	\$2.49	\$373.50	Pacon	\$2.29	\$343.50
21	150	pkg	02-0130	Yellow	Pacon	\$2.310	\$346.50	Pacon	2.230	334.500	\$2.49	\$373.50	Pacon	\$2.30	\$345.00
22	100	pkg	02-0135	Light Yellow	Pacon	\$2.250	\$225.00	Pacon	2.160	216.000	\$2.49	\$249.00	Pacon	\$2.10	\$210.00
23	200	pkg	02-0140	Orange	Pacon	\$2.350	\$470.00	Pacon	2.400	480.000	\$2.49	\$498.00	Pacon	\$2.38	\$476.00
24	300	pkg	02-0145	Holiday Green	Pacon	\$2.510	\$753.00	Pacon	2.360	708.000	\$2.49	\$747.00	Pacon	\$2.53	\$759.00
25	600	pkg	02-0150	Bright White	Pacon	\$2.300	\$1,380.00	Pacon	2.050	1230.000	\$2.49	\$1,494.00	Pacon	\$1.94	\$1,164.00
26	300	pkg	02-0155	Holiday Red	Pacon	\$2.330	\$699.00	Pacon	2.380	714.000	\$2.20	\$660.00	Pacon	\$2.31	\$693.00
27	50	pkg	02-0160	Salmon	Pacon	\$2.570	\$128.50	Pacon	2.130	106.500	\$2.49	\$124.50	Pacon	\$2.81	\$140.50
28	100	pkg	02-0165	Hot Pink	Pacon	\$2.390	\$239.00	Pacon	2.440	244.000	\$2.25	\$225.00	Pacon - Shocking Pink	\$2.81	\$281.00
29	100	pkg	02-0170	Pink	Pacon	\$2.370	\$237.00	Pacon	2.080	208.000	\$2.49	\$249.00	Pacon	\$2.31	\$231.00
30	100	pkg	02-0175	Magenta	Pacon	\$2.540	\$254.00	Pacon	2.450	245.000	\$2.30	\$230.00	Pacon	\$2.81	\$281.00

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# ABSTRACT OF QUOTE

## Paper Supplies #19-1001

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Southwest School & Office Supply				Pyramid School Products				S&S Worldwide				School Specialty Inc.			
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Terms: Net 30				Terms: Net 30				Terms: Net 30				Terms: Net 30			
BRAND NAME & ITEM NUMBER				BRAND NAME & ITEM NUMBER				BRAND NAME & ITEM NUMBER				BRAND NAME & ITEM NUMBER			
UNIT PRICE				UNIT PRICE				UNIT PRICE				UNIT PRICE			
TOTAL				TOTAL				TOTAL				TOTAL			
ITEM				ITEM				ITEM				ITEM			
EST. QTY				EST. QTY				EST. QTY				EST. QTY			
STOCK NUMBER				STOCK NUMBER				STOCK NUMBER				STOCK NUMBER			
ITEM DESCRIPTION				ITEM DESCRIPTION				ITEM DESCRIPTION				ITEM DESCRIPTION			
31	100	pkg	02-0180	Lilac				Pacon				Pacon			
32	100	pkg	02-0185	Assorted				Pacon				Pacon			
				FINGERPAINT PAPER											
33	15	pkg	02-0290	16 x 22", sub 60				APC				Pacon			
				RAILROAD BOARD, 22 x 26"											
34	50	sheet	02-0405	Black				APC				Pacon			
35		sheet	02-0410	Royal Blue				Pacon				Pacon			
36	50	sheet	02-0415	Holiday Green				APC				Pacon			
37		sheet	02-0420	Buff											
38		sheet	02-0425	Light Green				Pacon				Pacon			
39		sheet	02-0430	Lemon Yellow				Pacon				Pacon			
40		sheet	02-0435	Magenta				Pacon				Pacon			
41		sheet	02-0445	Red				Pacon				Pacon			
42		sheet	02-0450	White				Pacon				Pacon			
				TISSUE PAPER 12x 18"											
43		pkg	02-0510	Baby Pink								Pacon			
44	50	pkg	02-0535	National Red				Pacon				Pacon			
45	50	pkg	02-0540	Canary Yellow				Pacon				Pacon			
46	50	pkg	02-0545	Orange				Pacon				Pacon			
47	50	pkg	02-0550	Sky Blue				Pacon				Pacon			
48	50	pkg	02-0555	Apple Green				Pacon				Pacon			

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# ABSTRACT OF QUOTE

## Paper Supplies #19-1001

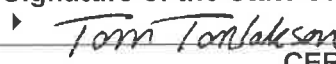

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.

ABSTRACT OF QUOTE					Southwest School & Office Supply		Pyramid School Products		S&S Worldwide		School Specialty Inc.						
Paper Supplies #19-1001					Prices expire: 9/30/2018		Prices expire: 3/20/19		Prices expire: 12/31/18		Prices expire: 9/30/18						
All bids submitted are reflected on this quote abstract. MUUSD will notify successful bidders upon award of contract.					Terms: Net 30		Terms: Net 30		Terms: Net 30		Terms: Net 30						
ITEM					BRAND NAME & ITEM NUMBER		BRAND NAME & ITEM NUMBER		BRAND NAME & ITEM NUMBER		BRAND NAME & ITEM NUMBER						
					UNIT PRICE TOTAL		UNIT PRICE TOTAL		UNIT PRICE TOTAL		UNIT PRICE TOTAL						
49					50	pkg	02-0560	Emerald Green	Pacon	\$2.140	\$107.00	Pacon	2.150	107.500	Pacon	\$2.17	\$108.50
50					25	pkg	02-0570	Black	Pacon	\$2.140	\$53.50	Pacon	2.150	53.750	Pacon	\$2.17	\$54.25
51						pkg	02-0575	White							Pacon	\$1.76	
52					50	pkg	02-0580	Assorted	Pacon	\$2.030	\$101.50	Pacon	1.880	94.000	Pacon	\$1.92	\$96.00
								TISSUE PAPER 20 x 30"									
53					10	qr	02-0515	French Blue	Pacon	\$1.720	\$17.20	Pacon	1.990	19.900	Pacon	\$1.70	\$17.00
54					10	qr	02-0520	Orchid	Pacon	\$1.720	\$17.20	Pacon	1.990	19.900	Pacon	\$1.70	\$17.00
55					10	qr	02-0565	Seal Brown	Pacon	\$1.720	\$17.20	Pacon	1.990	19.900	Pacon	\$1.70	\$17.00

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*ami*  
MUSD  
Supt Office  
APR 19 2018

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gay Todd, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731  <b>Attention</b> Gay Todd  <b>Program Office</b> Office of the Superintendent  <b>Telephone</b> 530-741-6000  <b>Name of Grant Program</b> Career Technical Education Incentive Grant				<b>CDE GRANT NUMBER</b>			
				FY	PCA	Vendor Number	Suffix
				17	25368	7273	00
<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>  <b>Resource Code</b> 6387				<b>Revenue Object Code</b> 8590		<b>COUNTY</b>  58	
<b>INDEX</b>							
0615							
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$283,331.00	0	\$283,331.00	0	July 1, 2017	June 30, 2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>	
N/A	N/A	N/A				N/A	
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Chambers, Staff Service Analyst          Career Technical Education Leadership and Instructional Support Office          California Department of Education          1430 N Street, 4202          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Bryan Baker				Education Programs Consultant			
<b>E-mail Address</b>					<b>Telephone</b>		
bbaker@cde.ca.gov					916-319-9224		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					April 12, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
Gay Todd, Ed.D.				Superintendent			
<b>E-mail Address</b>					<b>Telephone</b>		
gtodd@mjusd.com					530-749-6101		
<b>Signature</b>					<b>Date</b>		
					05/08/2018		



**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 May 8, 2018 (Insert Board meeting date or ratification date), by and between Voltage Specialist, 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:

Thirty Six thousand Five hundred Six and No /100 Dollars (\$ 36,506.00 )

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C10/C16 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May 9, 2018 (insert date after Board approval date or ratification date) with work to be completed within ( ) consecutive days and/or by June 30, 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
  - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



# Marysville Joint Unified School District

## NONCOLLUSION AFFIDAVIT

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

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

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

### TYPE OF BUSINESS ENTITY

☐ Individual  
☒ Sole Proprietorship  
☐ Partnership  
☐ Corporation  
☐ Other

### TAX IDENTIFICATION

20-4425558  
 Employer Identification Number

License No: 880862 Classification: C10/C12 Expiration Date: 7/31/2018

(District Use Only: License verified by Julie Brown Date: 4/12/2018)  
 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: Voltage Specialists

Contractor Address: \_\_\_\_\_  
5031 Foster Road  
Paradise, CA 95969

Phone: (530) 624-4515

Email: bill@voltagespecialists.com

Print Name: William L. Bunch, Jr.

Title: Owner

Authorized Signature: William Bunch jr

Digitally signed by William Bunch Jr  
DN: cn=William Bunch Jr, o=Voltage Specialists, email=wbunch@voltagespecialists.com, c=US  
Date: 2018.04.12 07:16:11 -0700

District Acceptance: \_\_\_\_\_  
Michael Hodson, Assistant Superintendent of Business Services

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





## Marysville Joint Unified School District

### ATTACHMENT A

#### CONTRACTOR CERTIFICATION FORM

#### **CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**

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

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

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

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

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

Name(s) of employee(s):

Don Cantrell  
Jim Lang  
Jeff Klassen  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of employee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated: 4/13/18

Voltage Specialists (Company)

William Bunch jr. (Authorized Signature)

Digitally signed by William Bunch Jr.  
DN: cn=William Bunch Jr, o=Voltage Specialists,  
email=william.bunch@voltage.com, c=US  
Date: 2018.04.13 07:58:06 -0700

William L. Bunch, Jr. (Print Name)

Owner (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

#### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



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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-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



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

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

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

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

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

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

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

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

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fall to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the 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 May 9, 2018  
(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.

**William Bunch jr**

Digitally signed by William Bunch Jr  
DN: cn=William Bunch Jr, o=Voltage  
Specialists, ou=owner,  
email=lowvolt@sbcglobal.net, c=US  
Date: 2018.04.13 07:52:57 -07'00'

Signature, Contractor's Authorized Representative

William L Bunch Jr (owner)

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 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: Director Buildings & Grounds Date: 4-16-18  
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 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.: Browns Valley School fire pump repair between the Marysville Joint Unified School District ("District" or "Owner") and Voltage Specialists ("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: William Bunch jr Digitally signed by William Bunch jr  
DN: cn=William Bunch jr, o=Voltage Specialists, ou=owner,  
email=wbunch@voltage-specialists.com, c=US  
Date: 2018.04.13 07:54:11 -0700

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 E

#### PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Browns Valley School fire pump repair  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Voltage Specialists (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: 3/13/18

Proper Name of Contractor: Voltage Specialists

Signature: William Bunch jr  
Digitally signed by William Bunch Jr  
DN: cn=William Bunch Jr, o=Voltage Specialists, ou=owner,  
email=lowvol@siglobal.net, c=US  
Date: 2018.03.13 07:54:39 -0700

Print Name: William L. Bunch, Jr.

Title: Owner

(Remainder of page left blank intentionally)

# Attachment F

Public Works Contractor (PWC) Registration Search

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

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

County:

This is a listing of:

Search Results

One registered contractor found.

Details Legal Name

View: WILLIAM L BUNCH JR.

Contractor Information

Legal Name: WILLIAM L BUNCH JR.

Legal Entity Type: SOLE PROPRIETOR

Trade Name: VOLTAGE SPECIALISTS

License Number(s): OTHER :000862

Mailing Address: 5031 FOSTER ROAD, PARADISE, CA 95969

Physical Address: 301 APPLE LANE, PARADISE, CA 95969

Email Address: PBUNCHJ2@GMAIL.COM

Public Records Requests

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11:01 AM 4/12/2018



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 880862

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

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

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

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

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

Data current as of 4/12/2018 11:03:29 AM

### Business Information

VOLTAGE SPECIALISTS

5031 FOSTER RD

PARADISE, CA 95969

Business Phone Number:(530) 624-4514

Entity Sole Ownership

Issue Date 07/15/2006

Expire Date **07/31/2018**

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

C10 - ELECTRICAL

C16 - FIRE PROTECTION CONTRACTOR

### Bonding Information

#### Contractor's Bond

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

**Bond Number:** SC1048661

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

**Effective Date:** 01/01/2016

Contractor's Bond History

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100093605** for DONALD ARTHUR CANTRELL in the amount of **\$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.

**Effective Date:** 07/31/2009

### Workers' Compensation

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This license has workers compensation insurance with the AMERICAN FAMILY HOME INSURANCE  
COMPANY DBA AFH INSURANCE COMPANY

**Policy Number:**2EA5WC000032700

**Effective Date:** 01/01/2017

**Expire Date:** 01/01/2019

Workers' Compensation History

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Attachment J  
**VOLTAGE SPECIALIST**



J  
4.13.18

5031 Foster Road, Paradise, CA 95969

Phone: 530-624-4515 Fax: 530-872-3586

[www.VoltageSpecialists.com](http://www.VoltageSpecialists.com)

State of Calif. Fire/Life Safety #113568 Calif C10/C16 #880862

NICET#87630 DIR #1000014195

Live-Scanned and Fire/Life Safety Certified Personnel

Date: 4-10-18

REFERENCE: Browns Valley School- MJUSD

SUBJECT: Quotation: Fire Pump repair

Price: \$36,506.00

1. Supply and install new Engine Digital Control Panel (EDCP).
2. Supply and install new batteries and cabling.
3. Supply and install new battery chargers.
4. Supply and install all damaged components on existing Diesel Engine.
5. Complete service of existing diesel engine.
6. Annual Diesel fire pump test and documentation.
7. prevailing wages to be paid

**Excludes:**

1. Work outside normal business hours (M-F: 7:30 am -4:30 pm)
2. Replacement of Diesel Engine (driver).
3. Replacement of existing fire pump Controller.
4. Replacement of existing fire pump.
5. Any fees associated with plan review, permits and inspections if required.

This proposal/quotation shall remain in effect for the next (60) days

**Bill Bunch**

*In signing this document, I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.*

**ACCEPTED BY:** \_\_\_\_\_

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

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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 May 8, 2018 (Insert Board meeting date or ratification date), by and between Brownsville Sand & Gravel, Inc. hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Forty Four thousand Five hundred            and No /100 Dollars (\$ 44,500.00 )

(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: C12 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May, 9, 2018. (insert date after Board approval date or ratification date) with work to be completed within            ( ) consecutive days and/or by August, 15, 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
  - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



# Marysville Joint Unified School District

## NONCOLLUSION AFFIDAVIT

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

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

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

### TYPE OF BUSINESS ENTITY

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

### TAX IDENTIFICATION

81-0573544  
 Employer Identification Number

License No: 708380 Classification: C12 Expiration Date: 9/30/2019

(District Use Only: License verified by Julie Brown Date: 4/11/2019)  
 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: Brownsville Sand & Gravel, Inc

Contractor Address: \_\_\_\_\_  
PO Box 1408  
Marysville, CA 95901

Phone: (530) 675-2794

Email: bsgpaving@att.net

Print Name: Jaime Arvizu

Title: President

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

District Acceptance: \_\_\_\_\_  
 Michael Hodson, Assistant Superintendent of Business Services

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





## Marysville Joint Unified School District

### ATTACHMENT A

#### CONTRACTOR CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Bead Black  
Shelby Arvizu  
Jaime Arvizu

Name(s) of employee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated: 4-20-18

Brownsville Sand & Gravel, Inc (Company)

[Signature] (Authorized Signature)

Jaime Arvizu (Print Name)

President (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### ATTACHMENT B

### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 11. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of 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.

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 19. CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (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 confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

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

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

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
DATED May 9 2018  
(insert date after Board approval date or ratification date)  
consisting of Article 1 through Article 21**

A handwritten signature, possibly 'Gad', is written in dark ink at the bottom center of the page.





**Marysville Joint Unified School District**

**ATTACHMENT C**

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

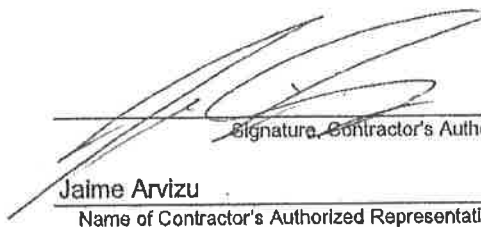
Labor Code section 3700 in relevant part provides:

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  
Jaime Arvizu  
\_\_\_\_\_  
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.: Bus Garage Repaving between the Marysville Joint Unified School District ("District" or "Owner") and Brownsville Sand & Gravel, 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: [Signature]

Title: President

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

ATTACHMENT D Continued on Next Page





## Marysville Joint Unified School District

### ATTACHMENT D Continued

#### SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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: Director Buildings & Grounds

Date: 4-20-18

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.: Bus Garage Repaving  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Brownsville Sand & Gravel, Inc (the "Contractor" or the "Bidder").

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

Date: 4-20-18

Proper Name of Contractor: Brownsville Sand & Gravel, Inc.

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

Print Name: Jaime Arvizu

Title: President

(Remainder of page left blank intentionally)

State of California

Attachment F  
Department of Industrial Relations[Labor Law](#)[Cal/OSHA - Safety & Health](#)[Workers' Comp](#)[Self Insurance](#)[Apprenticeship](#)[Director's Office](#)[Boards](#)[Public Works](#) | [Public Works Contractor \(PWC\) Registration Search](#)

## Public Works Contractor (PWC) Registration Search

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

**Note:** Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

7/1/2017 - 6/30/2018 ▼

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

example: ABC COMPANY

License Number:

708380

Contractor License Lookup

County:

Select County ▼

Search

Reset

*Attachment F*

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

Export as: Excel | PDF

**Search Results**

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expirati Date
<a href="#">View</a>	BROWNSVILLE SAND & GRAVEL, INC.	1000025663	YUBA	MARYSVILLE	OTHR:708380	Active	06/19/2017	06/30/:

v2.20171120

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Attachment J

Date : 3/19/2018

PROPOSAL



4.12.18

NAME / ADDRESS

MJUSD  
1919 B St. Marysville, Ca.  
749-6184

JOB NAME & LOCATION

Grind & Replace Asphalt  
Bus Garage & Grounds Building

PROPOSAL IS FOR THE FOLLOWING WORK:

Grind out approx. 3" deep existing asphalt in front of Bus Garage and Grounds Building approx. 20,000 sq.ft.  
Reset drain inlet at South end of Grounds to proper grade.  
Grade add rock as needed and compact and pave @ 3" thick with 3/4" PG64-10 asphalt with fiber.  
Materials to be paid by MJUSD  
Prevailing Wage to be Paid.

PROPOSAL TOTAL: \$ 44,500.00

Forty Four Thousand Five Dollars

TERMS OF PAYMENTS MADE AS FOLLOWS:

Upon Completion

SIGNATURE OF CLIENT & DATE

SIGNATURE OF CONTRACTOR  
CON. LICENSE # 708380

Customer's Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Payment as outlined above.

Upon signing by both parties, this becomes an official contract.

Note: This proposal may be withdrawn if not signed within 30

2018/19 FY

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# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 708380

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

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

Data current as of 4/11/2018 2:11:56 PM

### Business Information

BROWNSVILLE SAND & GRAVEL INC  
P O BOX 1408  
MARYSVILLE, CA 95901  
Business Phone Number:(530) 675-2794

**Entity** Corporation  
**Issue Date** 06/16/1995  
**Reissue Date** 09/16/2003  
**Expire Date** **09/30/2019**

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

A - GENERAL ENGINEERING CONTRACTOR

### Bonding Information

#### **Contractor's Bond**

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

**Bond Number:** 30011020

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

**Effective Date:** 04/17/2016

Contractor's Bond History

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

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

**Effective Date:** 04/07/2011

### Workers' Compensation

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This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND  
**Policy Number:**9035660  
**Effective Date:** 12/31/2016  
**Expire Date:** 12/31/2018  
Workers' Compensation History

**Miscellaneous Information**

09/16/2003 - LICENSE REISSUED TO ANOTHER ENTITY

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**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 May 8, 2018 (Insert Board meeting date or ratification date), by and between Brownsville Sand & Gravel, 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:

Nineteen thousand                      hundred                      and No /100 Dollars (\$ 19,000.00 )

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C12 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May, 9, 2018. (Insert date after Board approval date or ratification date) with work to be completed within                      ( ) consecutive days and/or by June, 30, 2018.
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	on <u>4</u>	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
	ATTACHMENT A – Contractor Certification Form	on <u>5</u>	ATTACHMENT H – W9 Form
<input checked="" type="checkbox"/>	ATTACHMENT B – Terms and Conditions (5 pages)		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

81-0573544  
 Employer Identification Number

License No: 708380 Classification: C12 Expiration Date: 9/30/2019

(District Use Only: License verified by Julie Brown Date: 4/11/2018  
 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: Brownsville Sand & Gravel, Inc.

Contractor Address: \_\_\_\_\_  
PO Box 1408  
Marysville, CA 95901

Phone: (530) 675-2794

Email: bscpaving@att.net

Print Name: Jaime Arvizu

Title: President

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

District Acceptance: \_\_\_\_\_  
 Michael Hodson, Assistant Superintendent of Business Services

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

B



**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):

Brad Black  
Shelby Arvizu  
Jaime Arvizu

Name(s) of employee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated:

4-19-18

Brownsville Sand & Gravel, Inc. (Company)

(Authorized Signature)

Jaime Arvizu

(Print Name)

President

(Title)

**(Complete only if pertinent)**



## Marysville Joint Unified School District

### ATTACHMENT B

### TERMS AND CONDITIONS

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

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

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

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

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

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

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

Revised 02-28-2017

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit 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 02-28-2017

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

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS**  
**DATED May, 9, 2018**  
**(insert date after Board approval date or ratification date)**  
**consisting of Article 1 through Article 21**



**Marysville Joint Unified School District**

**ATTACHMENT C**

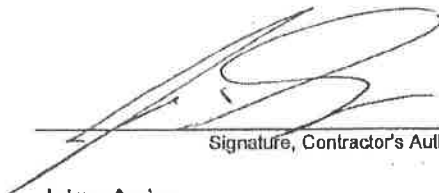
**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

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  
  
Jaime Arvizu  
\_\_\_\_\_  
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.: Covillaud School Asphalt \_\_\_\_\_ between the Marysville Joint Unified School District ("District" or "Owner") and Brownsville Sand & Gravel, 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: Saima Anwar

Title: President

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

ATTACHMENT D Continued on Next Page



## Marysville Joint Unified School District

### ATTACHMENT D Continued

#### SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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: Director Buildings & Grounds Date: 4-19-18  
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.: Covillaud School Asphalt  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Brownsville Sand & Gravel, Inc. (the "Contractor" or the "Bidder").

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

Date:

4-19-18

Proper Name of Contractor:

Brownsville Sand & Gravel, Inc.

Signature:

[Handwritten Signature]

Print Name:

Jaime Arvizu

Title:

President

(Remainder of page left blank intentionally)

State of California

Attachment F  
Department of Industrial Relations

Labor Law

Cal/OSHA - Safety &amp; Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works | Public Works Contractor (PWC) Registration Search

## Public Works Contractor (PWC) Registration Search

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

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

7/1/2017 - 6/30/2018 ▼

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

example: ABC COMPANY

License Number:

708380

84

Contractor License Lookup

County:

Select County ▼

Search

Reset

*Attachment F*

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

Export as: Excel | PDF

**Search Results**

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
<a href="#">View</a>	BROWNSVILLE SAND & GRAVEL, INC.	1000025663	YUBA	MARYSVILLE	OTHR:708380	Active	06/19/2017	06/30/2018

v2.20171120

**About DIR**[Who we are](#)[DIR Divisions, Boards & Commissions](#)[Contact DIR](#)**Work with Us**[Jobs at DIR](#)[Licensing, registrations, certifications & permits](#)[Required Notifications](#)[Public Records Requests](#)**Learn More**[Acceso al idioma](#)[Frequently Asked Questions](#)[Site Map](#)[Back to Top](#)[Conditions of Use](#)[Privacy Policy](#)[Disclaimer](#)[Disability Accommodation](#)[Standard Browser Usability Features](#)[Site Help](#)*85*



# CERTIFICATE OF LIABILITY INSURANCE

BROWN-3 OP ID: KM01

DATE (MM/DD/YYYY)

04/11/2018

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 River Valley / Stimmaman Insurance Agency Lic. 0459171 PO Box 1391 Marysville, CA 95901	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Brownsville Sand & Gravel Inc P. O. Box 1408 Brownsville, CA 95919	INSURER A: Catlin Specialty Insurance Co	
	INSURER B: Hudson Insurance Company	
	INSURER C: State Comp Insurance Fund	
	INSURER D:	
	INSURER E:	
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	Y		46007-01352	11/21/2017	11/21/2018	EACH OCCURRENCE \$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000		
							PERSONAL & ADV INJURY \$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000		
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000		
B	AUTOMOBILE LIABILITY	Y		BUI 000695 06	09/07/2017	09/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$		
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$		
	<input checked="" type="checkbox"/> SCHEDULED AUTOS								
	<input checked="" type="checkbox"/> NON-OWNED AUTOS								
	UMBRELLA LIAB						EACH OCCURRENCE \$		
	EXCESS LIAB						AGGREGATE \$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	9035660 17	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Marysville Joint Unified School District is an additional insured with respect to General Liability when required in a written agreement per form number CG 20 10 04 13 and Commercial Auto per form CA BUI 02 24 01 14

## CERTIFICATE HOLDER

## CANCELLATION

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

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c to purchasing 4/12-18

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# Attachment I

POLICY NUMBER: 46007-01352

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR**  
**CONTRACTORS – SCHEDULED PERSON OR**  
**ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

C. to purchasing 4-12-18

87

Date: 3/19/2018

PROPOSAL

**BROWNSVILLE**  
BROWNSVILLE, CA  
**SAND & GRAVEL, INC.**

PAVING • GENERAL ENGINEERING CONTRACTORS  
P.O. Box 1408 Marysville, Ca. 95901

Office: (530) 675-2794 Fax (530) 743-7658

NAME / ADDRESS

MIJSD

1919 B St. Marysville, Ca.

749-6184

Remove & Replace Asphalt

Covillaud School

PROPOSAL IS FOR THE FOLLOWING WORK:

Sawcut asphalt remove and haul off spoils.

Regrade area add rock if needed and compact.

Pave @ 2" thick with 1/2" asphalt approx. 5400 sq.ft.

Prevailing wage to be paid on this job.

PROPOSAL TOTAL: \$ 19,000.00

Nineteen Thousand Dollars

TERMS OF PAYMENTS MADE AS FOLLOWS:

Upon Completion

14-0000-0-0000-8500-6170-109-9650

88

JP

1000025663  
C12

3.29.18





# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 708380

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

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

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

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

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

Data current as of 4/11/2018 2:11:56 PM

### Business Information

BROWNSVILLE SAND & GRAVEL INC  
P O BOX 1408  
MARYSVILLE, CA 95901  
Business Phone Number:(530) 675-2794

**Entity** Corporation  
**Issue Date** 06/16/1995  
**Reissue Date** 09/16/2003  
**Expire Date** 09/30/2019

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

A - GENERAL ENGINEERING CONTRACTOR

### Bonding Information

#### Contractor's Bond

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

**Bond Number:** 30011020

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

**Effective Date:** 04/17/2016

Contractor's Bond History

#### Bond of Qualifying Individual

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

**Effective Date:** 04/07/2011

### Workers' Compensation

89

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND  
**Policy Number:**9035660  
**Effective Date:** 12/31/2016  
**Expire Date:** 12/31/2018  
Workers' Compensation History

**Miscellaneous Information**

09/16/2003 - LICENSE REISSUED TO ANOTHER ENTITY

90

h18-03123

Date : 3/19/2018

PROPOSAL

**BROWNSVILLE**  
BROWNSVILLE, CA  
**SAND & GRAVEL, INC.**

PAVING • GENERAL ENGINEERING CONTRACTORS

P.O. Box 1408 Marysville, Ca. 95901

Office: (530) 675-2794 Fax (530) 743-7658

NAME / ADDRESS

MJUSD

1919 B St. Marysville, Ca.

749-6184

JOB NAME & LOCATION

Remove & Replace Asphalt

Covillaud School

PROPOSAL IS FOR THE FOLLOWING WORK:

Sawcut asphalt remove and haul off spoils.

Regrade area add rock if needed and compact.

Pave @ 2" thick with 1/2" asphalt approx. 5400 sq.ft.

3-21-18

PROPOSAL TOTAL: \$ 19,000.00

Nineteen Thousand Dollars

TERMS OF PAYMENTS MADE AS FOLLOWS:

Upon Completion

SIGNATURE OF CLIENT & DATE

SIGNATURE OF CONTRACTOR

CON. LICENSE # 708380

**Customer's Acceptance of Proposal**

**Note:** This proposal may be withdrawn if not signed within 30

The above prices and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Payment as outlined above.

Upon signing by both parties, this becomes an official contract.

14-0000-0-00008500

91

6170-109 9650

Marty Ofenham  
5569 Bloom Drive, Marysville, CA 95901  
Home - 530-777-3306; Cell - 530-315-2279  
Email - [mrsal5@att.net](mailto:mrsal5@att.net) or [mofenham@mjustd.k12.ca.us](mailto:mofenham@mjustd.k12.ca.us)

MJUSD  
Personnel Dept

APR 18 2018

RECEIVED



April 15<sup>th</sup>, 2018

Dear Mr. Kovach, Assistant Superintendent Carreon, and all concerned,

I am writing this letter to serve as my resignation from my teaching position for Marysville Joint Unified School District at Johnson Park effective at the end of the school year.

I would like to thank everyone involved from my initial interview and throughout this year. It has been one of the most satisfying of my educational career and I leave only due to an opportunity I could not have envisioned becoming available and chosen to serve.

MJUSD clearly respects its employees and has a great positive climate to work in on a daily basis. Working toward a great future for our students is clearly the focused goal and I have been fortunate to be a part. So, this resignation is not without sadness and I will endeavor to create that same atmosphere where I am moving on to serve.

Sincerely,



Marty Ofenham, 6<sup>th</sup> Grade Teacher  
Johnson Park Elementary

2018/2019 MEMORANDUM OF UNDERSTANDING

Tri-County Induction Program

Sutter County Superintendent of Schools Office  
and  
Participating District or COE

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**General**

This Memorandum of Understanding (MOU) is entered into between the Sutter County Superintendent of Schools Office (SCSOS), Local Educational Agency (LEA) for the Tri-County Induction Program, and a participating district or COE referred to as District in this MOU, to implement the Tri-County Induction Program.

The effective date of this MOU is July 1, 2018 -- June 30, 2019. The terms of this agreement shall remain in force unless mutually amended.

**Purpose**

The purpose of this MOU is to establish a formal level of commitment between SCSOS and the District.

**Responsibilities – General**

A. SCSOS agrees to provide support for the Program Administrator and a secretary to administer the accredited induction program per the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE) guidelines. This includes:

1. Providing workspace for the director and secretary -- including computer and fax access, telephone and office supplies, and meeting space for program activities.
2. Developing, establishing and processing payment for contracts with outside vendors for professional services as needed and/or required.
3. Developing, establishing and processing payment for contracts with Mentors and other personnel for professional services as needed and/or required.
4. Establishing and maintaining accurate records and reports.
5. Supplying to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) reports and other information as requested on all matters related to program requirements and activities.

B. The participating district agrees to the following:

1. Appoint a liaison who will regularly attend Advisory Committee meetings (in-person or virtually), oversee all activities within the district and assume the responsibilities established by the Tri-County Induction Program (including notifying TCIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc).

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Name of liaison

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Liaison's Email address

2. The district will distribute information about TCIP to **all new hires** at the point of hire so that induction can begin in the teacher's first year of teaching (Precondition 1, Standard 1).
3. The district will notify the Induction program regarding the mentor match within the first 30 days of the candidate's enrollment in the program, matching the mentor and candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment (Precondition 2, Standard 4).
4. The district will help TCIP assure that each candidate receives an average of not less than one hour per week of individualized "just in time" support/mentoring coordinated and/or provided by the mentor in a face to face meeting (Precondition 3).
5. The district will assist TCIP in ensuring that CSTP goals for each participating teacher will be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program (Precondition 4, Standard 3).
6. The district guarantees that the Individual Learning Plan will be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes (Precondition 5).
7. The district and/or site will assist TCIP in identifying participants for the Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria (Precondition 6).
8. Provide an annual update about TCIP to the district's governing board with evidence provided to TCIP by **June 30, 2019**.
9. Participate in program evaluation surveys through The Sinclair Group.

#### **Responsibilities – Fiscal**

A. SCSOS, in its capacity as LEA, agrees to the overall fiscal responsibility for the funding of the administration of the program.

B. The district agrees to the following – select one:

#### **Program Participation Options**

The district will select one of the following options. All Options require full participation in the Tri-County Induction Program (TCIP) by all participants.

##### ☐ **Option 1:**

District pays SCSOS \$2,660 per candidate to select, hire, match and provide continuous training to its Mentors using the criteria as outlined below. Billing will occur half in November and half in May with payments due in December and June. If the district is going to charge the candidate, it is their responsibility to notify the candidate upon hiring and collect all fees due. If the candidate leaves the program during the year, the district will be responsible for reimbursing the cost to the Mentor on a prorated basis. It is the responsibility of the district to notify TCIP when a Candidate or Mentor leaves the Program.

☐ Option 2\*:

\*The district agrees to provide written verification of the above selection, hiring, and matching process to TCIP upon request.

\*The district selects, hires, matches and compensates Mentors who have (Standards 2,3,4):

- Knowledge of the context and the content area of the candidate's teaching assignment
- A demonstrated commitment to professional learning and collaboration
- Possess a Clear Teaching Credential with a minimum of three years of effective teaching experience
- The ability, willingness, and flexibility to meet candidate needs for support
- The ability to provide "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills each week for a minimum of a one hour face to face meeting
- A demonstrated ability to facilitate candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- The ability to connect candidates with available resources to support their professional growth and accomplishment of the ILP
- The ability to weekly review the CSTP ILP goals and documentation of development/growth with candidates and make adjustments as needed
- Regular attendance at all required trainings, on-time, prepared, and actively involved in a positive professional manner
- Timely responses to survey requests
- The ability to use mentoring instruments appropriately
- Demonstrated best practices in adult learning, commitment
- The ability to reflect on mentoring practice, and engage with mentoring peers in professional learning networks

1. The district supports the release of Mentors (Standard 6):

- Who do not meet Program requirements
- Whose candidate initiates a request to change Mentors
- Who TCIP requests a release based on failure to meet the above criteria

2. The district assumes all financial (litigation) responsibilities stemming from any legal action brought against Tri-County Induction Program from an employee of said District.

Program Participation:

Participating District/COE shall defend and indemnify the Sutter County Superintendent of Schools Office (SCSOS), its officers, agents and employees, for any claim or cause of action against SCSOS, its officers, agents or employees, arising from SCSOS's performance of services or duties in connection with the Tri-County Induction Program pursuant to the MOU on behalf of (the Participating District/COE). This duty to defend and indemnify includes, but is not limited to, payment of necessary attorneys' fees and other costs incurred in litigation. In the event that a particular claim or cause of action arises from services performed on behalf of (Participating District/COE) or from more than one Participating District/COE, (Participating District/COE) agrees to share costs on an equitable basis.

Signature of District Authorized Official

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

District: \_\_\_\_\_ Email: \_\_\_\_\_

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Received at SCSOS \_\_\_\_\_

Date

Superintendent, Sutter County Superintendent of Schools

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**CHILD DEVELOPMENT SITE SUPERVISOR****POSITION DESCRIPTION:**

Under the direction of the Child Development Director, the Site Supervisor assumes responsibility for implementation of high quality, comprehensive and developmentally appropriate early care and education program meeting the individual needs of young children and their families. The Site Supervisor will provide direct program oversight, children's program implementation and coordination, including required reporting, staff supervision, and parent involvement activities. Additionally, the Site Supervisor will develop and implement curriculum and daily activities, an effective learning environment, conduct child assessment and recordkeeping, and supervise and interact with young children. The Site Supervisor will interact with children as a positive model and a facilitator of learning, promoting positive growth and development, a high quality children's program, and support parents toward family health and stability.

**EXAMPLES OF DUTIES:** [May include but not limited to the following.]

1. Oversee and implement a high quality early childhood education program to meet the developmental needs of individual children.
2. Engage children and provide instructional strategies to facilitate learning and optimal progress across the domains of development.
3. Coordinate, implement and maintain appropriate observation and recordkeeping to track individual children's growth and development by conducting the Desired Results Developmental Profile process.
4. Coordinate curriculum development with staff, to provide a quality children's program including group time, transitions and learning activities.
5. Plan and prepare lessons; identify and select instructional support material; provide instruction to students.
6. Provide an age appropriate and nurturing learning environment that allows for individual difference. Utilize the Early Childhood Environmental Rating Scale to guide the creation of and improvement of the learning environment.
7. Incorporate multi-cultural, anti-bias and a development based approach throughout instructional strategies and the curriculum.
8. Link children and families to community resources as needed.
9. Conduct parent conferences and create and maintain parental involvement and support.
10. Follow and support applicable regulations and licensing requirements.
11. Participate in professional development related to early childhood education and research based best practices.
12. Perform other duties as assigned that support the overall objective of the position.



**QUALIFICATIONS:** [Knowledge of/Ability to]

1. Apply principles and practices supporting child development and high quality early childhood education.
2. Using effective instructional strategies, implement development based curriculum, including activities and experiences with integrated multi-cultural and anti-biased elements.
3. Oversee support staff, volunteers and parents in areas including: curriculum development, child growth and development, observation and portfolio assessment, and individualized program implementation.
4. Work and interact effectively with children and families from diverse populations, cultures, and backgrounds.
5. Communicate and work cooperatively, effectively and collaboratively with all staff.
6. Demonstrate reliable, punctual, and stable working style in performance of assignments.
7. Display stability, tact, flexibility, respect, and support in interactions with children, parents, staff and the community.
8. How to ensure children's success and learning.
9. Principles of confidentiality, collaboration and professionalism.
10. Understanding of diverse families and their needs and ways to support them.
11. Work productively with independent initiative.
12. Support families in their own effort toward success and stability.

**EDUCATION:**

- AA (or 60 units) which includes: 24 ECE/CD units with core courses\*
- 6 Administration Units
- 2 Adult Supervision Units

**EXPERIENCE:**

- 350 days of 3+ hours per day within 4 years
- At least 100 days of supervising adults

\*Core courses include child/human growth and development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of these core areas.

**CHILD DEVELOPMENT PARA EDUCATOR****POSITION DESCRIPTION:**

Under the direction of the Child Development Director and the supervision of the Site Supervisor, the Child Development Para Educator will assist staff in the implementation of a high quality, comprehensive and developmentally appropriate child care and development program meeting the individual needs of young children and their families. The Para Educator will facilitate and guide children's learning and problem solving abilities as individuals and in small and large group in a variety of activities involving fundamental language, social, emotional and cognitive development both in the classroom and on the playground. The Para Educator will provide a variety of instructional and/or clerical support to the Site Supervisor. In addition the Para Educator will support teacher by assisting in planning and providing of instructional support to students, assist preschool staff in development and use of materials to enhance student learning and carry out effective child behavioral management practices.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** [May include but not limited to the following.]

1. Assist in the implementation of elements of a high quality early childhood education program to meet the developmental needs of individual children.
2. Interact with children, facilitate learning and support children in their overall development during individual, small group and whole group settings. May assist with classroom management and instructional support.
3. Recognize, assess, and contribute to the assessment of children's individual developmental levels; record anecdotal observations which may include computerized data management systems.
4. Oversee individual or groups of students in activities both inside and outside the classroom.
5. Assist in the preparation and organization of instructional materials; follow prescribed learning activities according to Site Supervisor.
6. Perform clerical support duties as required.
7. Organize work areas and assembles learning materials, art supplies and materials.
8. Assists with maintaining a clean and sanitized learning and eating environment, per licensing standards.
9. May prepare and serve snacks.
10. Participate in appropriate meetings and planning sessions with preschool staff to discuss student needs in relation to the program.
11. Follow and support applicable regulations and licensing requirements.
12. Perform other duties as assigned that support the overall objective of the position.

**QUALIFICATIONS:** [Knowledge of/Ability to]

1. Display interest in and open acceptance of children and their families.
2. Work effectively with children and families of diverse backgrounds.
3. Apply principles and practices of child development and early childhood education.
4. Demonstrate a reliable, punctual, and stable working style in performance of assignments.
5. How to ensure children's success and learning.
6. Principles of confidentiality, collaboration and professionalism.
7. Understanding of diverse families and their needs and ways to support them.
8. Work productively with independent initiative.
9. Support families in their effort toward success and stability.
10. Participate as an integral member of Child Development Program and Services.

**EDUCATION REQUIREMENT:**

6 Units of Early Childhood Education (ECE) or Child Development (CD)

**EXPERIENCE REQUIREMENT:**

None