

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY OFFICE OF EDUCATION FOSTER YOUTH COORDINATING
SERVICES PROGRAM (FYSCP)
AND
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (MJUSD), WHEATLAND UNION
HIGH SCHOOL DISTRICT (WUHSD), WHEATLAND SCHOOL DISTRICT (WSD),
PLUMAS LAKE SCHOOL DISTRICT (PLSD), CAMPTONVILLE UNION
ELEMENTARY SCHOOL DISTRICT (CUESD)**

This Memorandum of Understanding stands as evidence that the Yuba County Office of Education (YCOE) Foster Youth Coordinating Services Program (FYSCP) and MJUSD, WUHSD, WSD, PLSD, CUESD –intend to work together to implement, enhance and expand Yuba County's FYSC Program for a three-year period beginning July 1, 2018 through June 30, 2021. All agencies agree provide the following case management services described in Education Code Section 42921 to children in placement and enrolled in Yuba County Schools. Each agency agrees to participate in YCOE-FYSCP by coordination and collaboration in the following services.

ALL PARTIES AGREE TO:

- Work to minimize changes in placement;
- Establish a mechanism to facilitate transfer of educational records including health and educational passport, between educational institution when placement changes are necessary;
- Provide education-related information to one another to assist in delivering services to foster children, including, but not limited to, educational status and progress information required for inclusion in court reports by W&I Code 16010;
- Respond to request from juvenile court for information and work with the court to ensure delivery of coordination of necessary education services;
- Obtain and identify, and link children to, mentoring, tutoring, vocational training, counseling, and other services designed to enhance the educational progress of foster youth;
- Facilitate communication between the foster care provided, the teacher, and any other staff or education service providers for the child;
- Share information with the foster care provider regarding available training programs that address education issues for the children in foster care;
- Refer caregivers of foster youth who have special education needs to special education programs and services;
- Through a collaborative process, refer foster youth to local services which may include, but shall not be limited to, all of the following;
 - Mentoring
 - Counseling
 - Transitional services, and
 - Emancipation services
- Facilitate timely individualized education programs, in accordance with the Individuals with Disabilities Education Act (20 U.S.C Section 1400 *es seq.*) and of all special education services;

- Continue the established relationship with **all parties** and Executive Advisory Committee/Blue Ribbon Commission;
- Provide regular updates on the status, grades, and performance of Yuba County foster youth, including but not limited to 504 agreements, Individual Education Plan's and evaluation to the extent allowed by law; and
- Track data and report on outcomes to be established and included in local control funding formula LCFF

INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party, its officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of or are connected to the indemnifying party's action or inaction related to this MOU.

CONFIDENTIALITY AND RECORDS

The Parties and their officers, employees, agents and subcontractors shall comply with the Family Educational Rights and Privacy Act, 34 Code of Federal Relations (CFR) §99 ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), W&I Code §10850, 45 CFR §205.50 and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code §10850 or by 45 CFR §205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by YCOE from access to any such records, and from contact with its clients and complainants, shall be used by YCOE only in connection with its conduct of the program under this MOU. All Parties shall have access to such confidential information and records to the extent allowed by law and such information and records shall remain confidential and may be disclosed only as permitted by law.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

_____ Francisco Reveles, Ed. D. YCOE Superintendent	_____ Date	_____ Gay Todd, Ed. D. MJUSD Superintendent	_____ Date
_____ Vic Ramos, Ed. D. WUHS Superintendent/Principal	_____ Date	_____ Jeff Roberts, PLSD, Superintendent	_____ Date
_____ Sandy Ross CUESD Superintendent/Principal	_____ Date	_____ Craig M. Guensler, Superintend, WSD, Superintendent	_____ Date

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P18-03364	AMAZON.COM	DVDs	01-4300-0003	238.37
P18-03404	Complete Book and Media Supply	Classroom Books	01-4300-0003	718.82
P18-03426	NWN CORPORATION	HP M506dn Printer	01-4300-0003	569.65
P18-03433	AMAZON.COM	Teacher Edition Books	01-4300-0003	76.91
P18-03475	TROXELL COMMUNICATIONS INC	TV, DVD, Mount	01-4410-0003	706.30
P18-03563	Trophy Depot	Awards	01-4300-0003	175.01
Total Location				2,485.06
Location After School Program (107)				
P18-03434	S & S WORLDWIDE	EDG STARS	01-4300-6010	226.00
P18-03517	S & S WORLDWIDE	Cedar Lane STARS/Tesh	01-4300-6010	166.42
P18-03671	AMAZON.COM	Charger for Cordua	01-4300-6010	7.57
Total Location				399.99
Location Arboga Elementary (01)				
P18-03469	AMAZON.COM	Classroom Supplies - JONES RM 18	01-4300-0003	116.91
P18-03607	CDW-G COMPUTER CENTER	Student PCs	01-4410-3010	1,433.23
P18-03608	APPLE COMPUTER INC	MacBook Pro	01-4410-3010	1,573.54
P18-03609	IVS Computer Technology	Elmos	01-4410-3010	1,212.40
Total Location				4,336.08
Location Browns Valley Elementary (03)				
P18-03584	ADVANCED DOCUMENT CONCEPTS	Copier	01-4450-0000	7,185.75
Location Business Services (106)				
P18-03348	CDW-G COMPUTER CENTER	Acrobat Pro 2017 / Angela	01-5801-0000	81.81
P18-03456	SCHOOL SERVICES OF CALIFORNIA	CADIE Report 2016-2017	01-4300-0000	400.00
P18-03478	Northwest Capital Recovery Grp	Utilities Audit Findings	01-5801-0000	706.92
P18-03500	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Trusting Fee 2006 COPS	25-5801-0000	1,250.00
Total Location				2,438.73
Location Categorical (203)				

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Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Categorical (203)				
P18-03603	NWN CORPORATION	HP M653dn Printer	01-4300-0003	334.79
			01-4300-3010	334.75
			01-4410-0003	497.45
			01-4410-3010	497.44
Total Location				1,664.43
Location Cedar Lane Elementary (05)				
P18-03389	Rojelio Viramontez	Music & Dance / Carnival	01-5801-1100	2,500.00
P18-03431	GOVCONNECTION, INC.	Epson Lamps for 585W	01-4300-0003	443.31
Total Location				2,943.31
Location Charter Academy For Fine Arts (42)				
P18-03330	AMAZON.COM	Aprons - Art	09-4300-0000	11.90
P18-03334	BAND SHOPPE	Band Uniforms - Band	09-4300-1100	680.08
P18-03344	CAROLINA BIOLOGICAL SUPPLY CO	Frogs - Mathews	09-4300-0000	165.33
P18-03450	SACRAMENTO THEATRICAL LIGHTING	Touring Rack	09-4450-0000	7,352.18
P18-03453	CDW-G COMPUTER CENTER	Laptop	09-4410-0000	990.85
P18-03552	AMAZON.COM	Chromebook Screen	09-4300-0000	47.07
P18-03624	AMAZON.COM	Conversion Plug	09-4300-0000	13.51
P18-03631	DICK BLICK COMPANY	Supplies - AP Art	09-4300-9010	434.91
			09-4410-9010	706.87
P18-03717	SACRAMENTO THEATRICAL LIGHTING	Dimmer Rack Rental	09-5630-0000	40.00
P18-03739	SACRAMENTO THEATRICAL LIGHTING	Rental - Truss	09-5630-0000	2,225.00
P18-03740	BALFOUR	Supplies - Promotion/Graduation	09-4300-0000	621.36
Total Location				13,289.06
Location Child Development (51)				
P18-03381	KAPLAN SCHOOL SUPPLY	Child Dev Books	12-4300-6052	1,786.19
P18-03390	Kidding Around Yoga	Kidding Around Yoga Workshop	12-5801-6105	1,500.00
P18-03392	WEST ED	Professional Dev. Day - 3/12/18	12-5801-6105	4,600.00
P18-03559	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies Cedar Lane Pre Dao Scott	12-4300-6105	483.72
P18-03630	Complete Book and Media Supply	Kynoch Pre Books / Carmen Mola	12-4300-9010	434.55
P18-03730	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Sign In Center- Olv Pre Kang	12-4300-6105	464.39

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Page 2 of 20

104

Location

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P18-03731	AMAZON.COM	iPad cases Kwoods Supplies	12-4300-6105	1,047.56
P18-03732	Kidding Around Yoga	Kidding Around Yoga Workshop	12-5801-6105	1,500.00
P18-03733	Juliana Roura Ganitoen	Workshops	12-5801-6105	700.00
Total Location				12,516.41
Location Community Day School (54)				
P18-02809	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Shirts for School Spirit Day	01-4300-0000	1,343.21
P18-03410	AMAZON.COM	Cornhole Game set Mini Grant	01-4300-9010	205.63
P18-03425	NIMCO, INC	Tobacco Free Items	01-4300-6690	557.49
P18-03521	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Storage for PE Equipment	01-4410-1100	1,051.09
P18-03610	AMAZON.COM	Smart TV	01-4300-0004	432.99
Total Location				3,590.41
Location Cordua Elementary (07)				
P18-03549	AMAZON.COM	Science Supplies	01-4300-3010	1,070.34
P18-03560	Complete Book and Media Supply	Social Skills Books	01-4300-3010	75.23
P18-03582	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Listening Center	01-4300-3010	250.04
P18-03583	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Science Supplies	01-4300-3010	54.11
P18-03585	ADVANCED DOCUMENT CONCEPTS	Copier	01-4450-0000	7,185.75
P18-03611	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CD Players	01-4300-3010	194.83
P18-03725	Complete Book and Media Supply	Title 1 Books	01-4300-3010	401.79
P18-03729	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cordua Donation - Taylor	01-4300-9010	215.42
Total Location				9,447.51
Location Custodial Supervisor (206)				
P18-03339	Sierra Pacific Turf Supply	Custodial	01-4320-0000	350.73
P18-03527	UNION LUMBER COMPANY	Custodial	01-4320-0000	57.89
P18-03670	Decker Equipment/School Fix	Custodial - Linda School	01-4320-0000	255.67
Total Location				664.29
Location Edgewater Elementary (12)				
P18-03343	Enchanted Learning	1 Year Renewal	01-5801-0003	125.00
P18-03350	PERIPOLE BERGERAULT, INC	EDG Music	01-4300-0004	246.86
			01-4300-9010	249.44

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Page 3 of 20

105

Location

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P18-03351	WEST MUSIC	MUSIC	01-4300-0004	1,144.09
P18-03366	Scholastic Reading Club	Classroom Books	01-4200-0003	176.99
P18-03540	PEAP	Sixth Grade Promotion Awards	01-4300-9010	113.34
P18-03707	SAC VAL JANITORIAL SALES & SERVICES, INC.	Door Mats	01-4320-0000	1,395.50
P18-03715	OFFICE DEPOT B S D	Shredder	01-4300-1100	310.68
Total Location				3,761.90
Location Ella Elementary (13)				
P18-03377	Teacher Synergy, Inc. Purchase Order Dept.	TPT- Class Supplies	01-4300-0003	69.74
P18-03378	Teacher Synergy, Inc. Purchase Order Dept.	TPT-class supplies	01-4300-0003	119.99
P18-03379	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	117.93
P18-03380	Teacher Synergy, Inc. Purchase Order Dept.	TPT- Class Supplies	01-4300-0003	101.18
P18-03399	VERIZON WIRELESS	iPhone 8 PLUS (Rob Gregor 530-682-5037)	01-4410-1100	578.36
P18-03436	Raptor Technologies, LLC	Raptor Tech.	01-4300-1100	1,285.82
				542.15
P18-03446	WAL-MART COMMUNITY BRC	Wal-Mart P.O.	01-5801-1100	591.42
P18-03454	Audio Dynamix	Speaker Sound System	01-4300-1100	400.00
P18-03502	BAD WOLF PRESS	Play digital download	01-4300-1100	1,676.79
				48.71
P18-03509	Teacher Synergy, Inc. Purchase Order Dept.	Classroom supplies	01-4300-0003	77.63
P18-03523	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	180.60
P18-03564	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	classroom supplies	01-4300-0003	148.16
P18-03581	SAM'S CLUB DIRECT	Sno Cone Machine	01-4300-1100	404.86
P18-03651	SUTTER BUTTES COMMUNICATIONS	2-way radios	01-4300-1100	645.38
P18-03676	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	classroom supplies	01-4300-0003	124.31
P18-03677	Teacher Synergy, Inc. Purchase Order Dept.	Classroom supplies	01-4300-0003	192.44
P18-03710	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies, reading	01-4300-0003	90.89
P18-03712	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies, ELA	01-4300-0003	181.29
Total Location				7,577.65
Location Facilities (66)				

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106

001 - Marysville Joint Unified School District

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Page 4 of 20

Location

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Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Facilities (66)				
P18-03346	JK Architecture Engineering	8193-MCAA Portable Classroom Addition	09-5890-0004	1,200.00
			09-6220-0004	25,950.00
P18-03515	APPEAL DEMOCRAT	Public Notice-Developer fees	01-5890-0000	815.12
		Total Location		27,965.12
Location Foothill Intermediate (35)				
P18-03333	MUSICIAN'S FRIEND	Bass Clarinet	01-4300-0004	1,492.77
P18-03353	PERMA BOUND	FHS - Library	01-4200-3010	1,521.53
P18-03356	Jones School Supply Co., Inc.	FHS - Promotion Medals/Ribbons	01-4300-0000	90.88
P18-03360	Kankakee Spikeball Inc.	FHS - Athletics	01-4300-0000	577.25
P18-03367	PIZAZZ PARTY RENTAL	FHS - Promotion	01-5630-1100	427.50
P18-03368	PEAP-ACA Orders	FHS - Promotion President's Ed Awards Program	01-4300-1100	99.22
P18-03369	S & S WORLDWIDE	FHS - Athletics	01-4300-0004	238.37
P18-03370	SPORTIME	FHS - Athletics	01-4300-0004	260.97
P18-03374	NASCO	FHS - Athletics	01-4300-0004	58.37
P18-03375	GOPHER SPORT	FHS-Athletics	01-4300-0000	571.60
P18-03382	TOLEDO PHYSICAL ED SUPPLY	FHS - Athletics	01-4300-0004	327.30
P18-03437	PERMA BOUND	FHS - Library	01-4200-0003	1,393.09
P18-03455	SCHOOL SPECIALTY	FHS - Science	01-4300-0003	8,429.11
P18-03470	MYERS-STEVENSON & CO INC	FHS - MHS Ag Day	01-5890-1100	129.50
P18-03471	AMAZON.COM	FHS - Athletics	01-4300-0000	97.96
P18-03492	AMAZON.COM	FHS - Athletics	01-4300-0004	770.52
P18-03506	AMAZON.COM	Computer Speakers / Moriarty/Reeves	01-4300-0003	49.23
P18-03520	AMAZON.COM	FHS - Band	01-4300-0004	22.10
P18-03562	AMAZON.COM	Calculators / Cowan	01-4300-0003	275.06
P18-03623	AMAZON.COM	Batteries - F. Bertalan	01-4300-0004	25.76
P18-03672	AMAZON.COM	FHS - Pocket Charts	01-4300-0004	28.12
P18-03680	IVS Computer Technology	30 unit Chromebook Cart	01-4410-3010	1,297.92
P18-03697	Riverside Technologies Inc.	14" Chromebooks	01-4300-3010	6,256.31
		Total Location		24,440.44
Location Grounds (65)				

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Page 5 of 20

107

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Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65)				
P18-03391	TWIN CITIES TREE SERVICE	Grounds - Ramirez Street and Ella	01-5801-0000	945.00
P18-03393	VERIZON WIRELESS	Kyrocerá Ruby Ronquillo New Line	01-4300-0000	21.78
P18-03394	VERIZON WIRELESS	Kyrocerá Alan Murray New Line	01-4300-0000	21.78
P18-03448	VERIZON WIRELESS	Kyrocerá Dura XV Phone	01-4300-0000	21.78
Total Location				1,010.34
Location Indian Education (108)				
P18-03328	HOME DEPOT	Open PO	01-4300-4510	250.00
P18-03411	Marysville Farmers Marketplace	Native People History Day	01-4300-4510	618.00
P18-03427	BEN TOILET RENTALS	Event Port-a-Potties	01-5630-4510	525.00
P18-03442	Charles J. Patalon	Cultural Class Instruction	01-5801-4510	500.00
P18-03443	SUTTER ORCHARD SUPPLY	Native People History Day / Straw Bales	01-5630-4510	250.00
P18-03444	PELTON'S PARTY	Native People History Day / Tables and Chairs	01-5630-4510	500.07
P18-03476	YUBA SUTTER FAIR	Pow Wow Workshop	01-5630-4511	1,817.00
P18-03479	Dale Johnson	Native People History Day	01-5801-4510	250.00
P18-03480	CITY OF MARYSVILLE RECREATION DEPT	YSPW Student Workshop	01-5630-4510	200.00
P18-03481	Sky Road Webb	Native People History Day May 17, 2018	01-5801-4510	250.00
P18-03482	Michael Allen Ramirez	Native People History Day	01-5801-4510	250.00
P18-03486	BARBARA WARREN	Native Peoples History Day	01-5801-4510	250.00
P18-03487	Shirley Rowland	Native Peoples History Day	01-5801-4510	250.00
P18-03494	UNDEFINED	Native Peoples History Day	01-5801-4510	250.00
P18-03511	MYERS-STEVENSON & CO INC	UC Davis Pow Wow - April 14, 2018	01-5890-4510	35.00
P18-03636	APPEAL DEMOCRAT	Public Hearing	01-5890-4510	375.00
P18-03637	Val Shadowhawk	YSPW Student Workshop	01-5801-4510	800.00
P18-03638	Roah McCloud III	YSPW Student Workshop	01-5801-4511	300.00
P18-03639	Michael Singh	YSPW STUDENT WORKSHOP	01-5801-4510	540.00
P18-03640	Martin Montgomery	YSPW Student Workshop	01-5801-4511	1,200.00
P18-03641	Shonnie Bear	YSPW STUDENT WORKSHOP	01-5801-4511	450.00
P18-03642	Carlisle F Phillips	YSPW STUDENT WORKSHOP	01-5801-4511	1,100.00
P18-03643	Rea Diane Cichocki-Fowler	YSPW STUDENT WORKSHOP	01-5801-4511	300.00
P18-03644	EUGENE NEWMAN	YSPW STUDENT WORKSHOP	01-5801-4510	756.00

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Page 6 of 20

108

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P18-03645	Robert Leroy	YSPW STUDENT WORKSHOP	01-5801-4510	300.00
P18-03646	CHEROKEES OF CALIFORNIA INC	HIGH SCHOOL UNITS	01-5801-4510	375.00
P18-03647	ORLIN/ORTENCIA STEARNS	HIGH SCHOOL UNITS	01-5801-4510	750.00
P18-03648	Val Shadowhawk	NATIVE PEOPLES HISTORY DAY	01-5801-4510	400.00
P18-03656	CDW-G COMPUTER CENTER	Laptop	01-4410-4510	990.85
P18-03657	CDW-G COMPUTER CENTER	Admin CPU	01-4410-4510	1,039.20
Total Location				15,871.12
Location Instruction (IMC) (110)				
P18-03327	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	187.94
P18-03565	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 ARB	01-4100-0004	.01
P18-03566	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 BVS	01-4100-0004	.01
P18-03567	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 CLE	01-4100-0004	.01
P18-03568	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 COR	01-4100-0004	.01
P18-03569	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 COV	01-4100-0004	.01
P18-03570	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 DOB	01-4100-0004	.01
P18-03571	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 EDG	01-4100-0004	.01
P18-03572	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 ELA	01-4100-0004	.01
P18-03573	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 JPE	01-4100-0004	.01
P18-03574	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 KYN	01-4100-0004	.01
P18-03575	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 LIN	01-4100-0004	.01
P18-03576	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 LRE	01-4100-0004	.01
P18-03577	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 OLV	01-4100-0004	.01
P18-03578	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 YFS	01-4100-0004	.01
P18-03579	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 FHS	01-4100-0004	.01
P18-03580	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 MCK	01-4100-0004	.01
P18-03678	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	248.26
P18-03681	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 ELA	01-4100-0004	.01
P18-03682	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders 2018-2019 DO	01-4100-0004	.01
P18-03683	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 ARB	01-4100-0004	.01
P18-03684	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 BVS	01-4100-0004	.01

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001 - Marysville Joint Unified School District

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ONLINE

Page 7 of 20

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P18-03685	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 CLE	01-4100-0004	.01
P18-03686	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 COR	01-4100-0004	.01
P18-03687	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 COV	01-4100-0004	.01
P18-03688	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 DOB	01-4100-0004	.01
P18-03689	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 EDG	01-4100-0004	.01
P18-03690	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 JPE	01-4100-0004	.01
P18-03691	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 KYN	01-4100-0004	.01
P18-03692	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 LIN	01-4100-0004	.01
P18-03693	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 LRE	01-4100-0004	.01
P18-03694	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 OLV	01-4100-0004	.01
P18-03695	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 YFS	01-4100-0004	.01
P18-03696	Houghton Mifflin Harcourt	GR 7-8 Go Math! 2018/19 Reorder YGS	01-4100-0004	.01
P18-03698	Houghton Mifflin Harcourt	GR 7-8 Go Math! 2018/19 Reorder FHS	01-4100-0004	.01
P18-03699	Houghton Mifflin Harcourt	GR 7-8 Go Math! 2018/19 Reorder MCK	01-4100-0004	.01
P18-03700	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 FHS	01-4100-0004	.01
P18-03701	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 MCK	01-4100-0004	.01
P18-03702	Houghton Mifflin Harcourt	K-6 Go Math! 2018-2019 DO	01-4100-0004	.01
P18-03703	MCGRAW-HILL SCHOOL EDUCATION	TK World of Wonders 2018-2019 DO	01-4100-0004	.01
P18-03705	MCGRAW-HILL SCHOOL EDUCATION	WonderWorks 2018/19 DO	01-4100-0004	1,018.63
P18-03706	MCGRAW-HILL SCHOOL EDUCATION	FLEX Volume C 2018-19 DO	01-4100-0004	10,129.13
Total Location				11,584.34
Location Johnson Park Elementary (15)				
P18-03383	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-3010	6,712.73
P18-03384	CDW-G COMPUTER CENTER	Projector Mount & Cables	01-4300-3010	553.37
P18-03420	IVS Computer Technology	30 unit Chromebook Cart, SMART Pen & Tray	01-4300-3010	267.81
			01-4410-3010	1,337.91
P18-03529	Spunco Screen Printing	Shirts for staff	01-4300-0004	326.58
P18-03536	A Conscious Approach	Health Workshop for Teachers	01-5801-1100	187.50
P18-03546	TROXELL COMMUNICATIONS INC	Projectors	01-4410-3010	2,188.82
P18-03547	APPLE COMPUTER INC	MacBook Pro	01-4410-3010	1,573.54

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2018 4:21PM

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ONLINE

Page 8 of 20

Location

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15) (continued)				
P18-03558	CDW-G COMPUTER CENTER	Acrobat Pro 2017 / Teachers	01-5801-0003	245.43
P18-03615	SCHOOL SPECIALTY	Mini Blinds	01-4300-1100	804.17
P18-03616	PREMIER SCHOOL AGENDAS	Student agendas	01-4300-0003	836.55
P18-03618	Extra Packaging Corp.	Folders	01-4300-0003	413.88
P18-03619	TROXELL COMMUNICATIONS INC	Headphones	01-4300-0003	259.80
P18-03621	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-0003	8,279.03
P18-03673	GREENFIELD LEARNING, INC	MULTIMEDIA SYSTEMS FOR TRAIN. Reading Plus for Classrooms	01-5801-3010	7,350.00
Total Location				31,337.12
Location Kynoch Elementary (17)				
P18-03332	REALLY GOOD STUFF	Classroom Supplies	01-4300-9010	289.27
P18-03340	AMAZON.COM	RM 9 - HEADPHONES FOR COMPUTERS	01-4300-3010	129.80
P18-03341	SCHOOL MATE	RM 18, 4TH GR. JOURNALS	01-4300-0003	514.13
P18-03342	REALLY GOOD STUFF	RM 7 DRY ERASE BOARDS	01-4300-0003	118.54
P18-03429	Mystery Science Inc.	Subscription Renewal	01-5801-3010	999.00
P18-03472	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	3,963.39
P18-03473	TEC-COM	Kynoch AV Rooms	01-5801-3010	6,470.00
P18-03474	CDW-G COMPUTER CENTER	Projector install items	01-4300-3010	380.31
P18-03537	SCHOLASTIC	RM 15 SCHOLASTIC BOOKS	01-4300-0003	324.75
P18-03542	KING CLOTHING	RM 3 Incentive End of Year T-shirts	01-4300-9010	162.38
P18-03593	MYERS-STEVENSON & CO INC	4TH GRADE INSURANCE FOR EMPIRE MINE.	01-5890-9010	203.00
P18-03598	AMAZON.COM	RM2 KINDER IPAD CASES	01-4300-0003	1,168.13
P18-03714	SCHOOL FIX	Chair Caps	01-4320-0000	28.54
P18-03716	AMAZON.COM	MRS. HUERTA, AMAZON BOOKS	01-4300-0003	103.76
Total Location				14,855.00
Location Linda Elementary (19)				
P18-03501	DEMCO	library materials	01-4300-0003	148.93
P18-03503	AMAZON.COM	Toner	01-4300-0003	35.57
P18-03663	Roller King Roseville LLC	Entrance Fee for 3rd grade - 5/1/18	01-5890-9010	840.00
P18-03667	AMAZON.COM	Classroom supplies	01-4300-0003	531.82
P18-03735	GOVCONNECTION, INC.	External DVD Writer Drive	01-4300-0004	793.04

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2018 4:21PM

ESCAPE

ONLINE

Page 9 of 20

Location

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)				Total Location 2,349.36
P18-03244	TROXELL COMMUNICATIONS INC	Rear Throw Projector/Screen/Lens	01-4410-3550	5,226.14
P18-03347	The Stage Depot	Stage	01-4410-9013	1,163.86
P18-03362	TROXELL COMMUNICATIONS INC	PTZ Cameras / Spangler	01-4450-0004	12,011.99
P18-03405	CAROLINA BIOLOGICAL SUPPLY CO	Science Supplies/Hutchinson	01-4410-6387	5,284.79
P18-03413	Country Butcher	Classroom Supplies - Levitt	01-4410-9013	3,075.36
P18-03428	AMAZON.COM	Classroom Supplies/Kearns	01-4300-0003	72.25
P18-03445	AMAZON.COM	iPhone Cords	01-4300-0000	350.00
P18-03465	AMAZON.COM	Athletic Supplies/Hutchinson	01-4300-0003	554.50
P18-03488	PSAT/NMSQT	PSAT	01-4300-0004	77.88
P18-03489	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 3/30/18	01-4300-0010	78.70
P18-03490	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 2/24/18	01-5890-0000	416.00
P18-03496	MYERS-STEVENSON & CO INC	Field Trip Insurance-Teen Leadership Council 3/13	01-5890-0000	35.00
P18-03524	MYERS-STEVENSON & CO INC	Field Trip Insurance-Teen Leadership Council 4/10	01-5890-0000	35.00
P18-03525	AMAZON.COM	Classroom Supplies - Spangler	01-4300-0004	1,545.84
P18-03594	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 4/12	01-5890-0000	35.00
P18-03595	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 4/12	01-5890-0000	35.00
P18-03599	TEACHER'S DISCOVERY	Classroom Supplies/Lamas	01-4300-0003	1,593.94
P18-03601	APPLE COMPUTER INC	Laptop for Marquee	01-4410-3010	2,060.66
P18-03602	MEDCO SUPPLY COMPANY	Classroom Supplies/Hutchinson	01-4300-0004	1,471.62
P18-03614	WARDS NATURAL SCIENCE	Classroom Supplies/Gale	01-4300-0003	430.55
P18-03652	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 4/19	01-5890-0000	35.00
P18-03658	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-3010	24,165.81
P18-03659	TROXELL COMMUNICATIONS INC	Chromebook Cart	01-4410-3010	4,302.94
P18-03660	NWN CORPORATION	HP M227fdw Printers	01-4300-3010	532.05
P18-03668	AMAZON.COM	Classroom Supplies/Rodriguez	01-4300-6500	16.55
P18-03679	ABC SCHOOL EQUIPMENT	Whiteboard/Weidert	01-4300-0003	413.78

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2018 4:21PM

ESCAPE

ONLINE

Page 10 of 20

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P18-03708	DICK BLICK COMPANY	Art Supplies/Greco	01-4300-0003	318.38
P18-03727	AMAZON.COM	Classroom Supplies- Lamas	01-4300-0003	2,894.25
Total Location				68,302.84
Location Loma Rica Elementary (21)				
P18-03400	Sumdog, Inc.	Sumdog Subscription	01-5801-3010	1,071.00
P18-03518	Complete Book and Media Supply	AR Books	01-4200-3010	362.81
P18-03519	Complete Book and Media Supply	AR Books	01-4200-3010	162.70
P18-03561	AMAZON.COM	AR Books	01-4200-3010	19.53
P18-03586	SCHOOL MATE	Academic Organizers	01-4300-3010	294.00
P18-03617	CDW-G COMPUTER CENTER	Projector Mount	01-4300-3010	107.97
P18-03620	CHARACTER FIRST! EDUCATION	Character First Curriculum	01-4300-0003	272.18
P18-03629	TROXELL COMMUNICATIONS INC	Projector	01-4410-3010	1,094.41
P18-03662	GOVCONNECTION, INC.	ELPLP78 Projector Lamp	01-4300-0003	110.05
P18-03665	DEMCO	Library	01-4300-3010	111.39
P18-03669	AMAZON.COM	Special Ed Supplies	01-4300-6500	39.97
P18-03709	AMAZON.COM	Custodial Supplies	01-4320-0000	48.58
Total Location				3,694.59
Location Maintenance (63)				
P18-03295	GEORGE ROOFING	Maintenance - District Office Print Shop	14-5642-0000	3,800.00
P18-03335	RUSSELL SIGLER, INC.	Maint./Olivehurst Rm #10 & 11	14-4450-0000	10,091.08
P18-03336	RUSSELL SIGLER, INC.	Maintenance/Ella Rm #F103	14-4450-0000	5,045.53
P18-03337	PLATT ELECTRIC SUPPLY	MAINTENANCE/COVILLAUD	01-4300-6225	3,747.55
P18-03359	LENNOX INDUSTRIES, INC.	Maintenance - Kynoch	01-4300-8150	92.66
P18-03361	SCHOOL SPECIALTY	Bookshelves	01-4410-8150	1,340.14
P18-03372	HORIZON SAFETY DISTRIBUTING	Maintenance - Loma Rica	01-4300-8150	44.67
P18-03373	CLOSE LUMBER	Maintenance - MHS Pool	01-4300-8150	703.45
P18-03408	MIKE'S CRANE SERVICE	Maintenance - Ella Elementary	01-5801-8150	350.00
P18-03409	Carrier Corporation	Maintenance - McKenney	01-5801-8150	2,010.00
P18-03412	New Management, Inc.	Maintenance - Stock	01-4300-8150	952.60
P18-03432	CDW-G COMPUTER CENTER	Samsung Toner for CLP-775ND printer	01-4300-8150	1,144.35

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2018 4:21PM

ESCAPE

ONLINE

Page 11 of 20

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P18-03447	Carrier	Maintenance - MHS	01-5642-8150	500.00
P18-03449	CAL-WEST CONCRETE CUTTING, INC	Maintenance - Transportation	01-5801-8150	650.00
P18-03493	MESCHER DOOR COMPANY	Curtain Door - Maintenance Shop	14-5642-0000	5,378.00
P18-03495	THRIFTY-ROOTER-PUMPING	Maintenance - Community Day School	01-5801-8150	420.00
P18-03512	VOLTAGE SPECIALISTS	Maintenance - Dobbins	01-5641-8150	990.49
P18-03513	CLEANRITE / BUILDRITE INC.	Maintenance - Browns Valley	01-5801-8150	533.15
P18-03534	LARRY GEWEKE FORD	2018 High Roof Ford Van	01-6400-8150	33,560.84
			01-6500-8150	33,560.84
P18-03535	KONE Inc.	Maintenance - Ella School	01-5801-8150	504.91
P18-03587	KONE Inc.	MHS 5 Year Elevator Load Test	01-5801-8150	2,750.00
P18-03588	AMAZON.COM	Maintenance	01-4410-8150	985.70
P18-03589	KNOX COMPANY	Maintenance - Scott Lane - Cordua	01-4300-8150	370.22
P18-03718	Carrier Corporation	Maintenance	01-4410-8150	1,750.03
P18-03719	CALDWELL ENTERPRISE, INC	Maintenance	01-4300-8150	85.80
P18-03720	Carrier Corporation	Maintenance - McKenney	01-5642-8150	1,962.15
P18-03721	LENNOX INDUSTRIES, INC.	Maintenance - Kynoch	01-4300-8150	78.72
P18-03722	THE HOSE SHOP	Maintenance	01-4300-8150	50.57
P18-03723	AMAZON.COM	Replacement Printer Cord for Julie	01-4300-8150	6.48
P18-03726	Guerin Backflow Testing	Maintenance - North Yuba Water District	01-5801-8150	120.00
P18-03736	L & H AIRCO	Maintenance - McKenney	01-5801-8150	8,285.00
		Total Location		121,864.93
Location Marysville High (45)				
P18-03349	GOVCONNECTION, INC.	ELPLP78 Projector Lamp	01-4300-0003	110.05
P18-03386	THE TREE HOUSE	Ink / Counseling	01-4300-0000	185.32
P18-03388	CDW-G COMPUTER CENTER	Samsung Toner for ML4020 printers	01-4300-0000	366.71
P18-03398	CDW-G COMPUTER CENTER	Toner	01-4300-0003	183.35
P18-03415	Bi-County Ambulance Service	Bi-County Ambulance 10/06	01-5801-0004	712.50
P18-03417	PSAT/NMSQT	PSAT/NMSQT Test Fees - Fall 2017	01-4300-9010	648.00
P18-03457	AMAZON.COM	Chromebook Screen	01-4300-0000	64.52
P18-03466	Link4 Corporation	MHS AGRI WELD	01-4300-9023	141.91

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2018 4:21PM

ESCAPE

ONLINE

Page 12 of 20

14

Location

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P18-03467	THE TREE HOUSE	Yellow Toner	01-4300-0004	81.78
P18-03468	AMAZON.COM	Work Lights	01-4300-0004	162.34
P18-03483	AMAZON.COM	Speakers	01-4300-0004	497.93
P18-03484	UNITED STATES POSTAL SERVICE	Postal Stamps	01-4300-0004	308.25
P18-03528	Courthouse Cafe	Lunch for GEL Meeting 4/10/18	01-4300-0000	149.25
P18-03532	MYERS-STEVENSON & CO INC	Photo Class to Ellis Lake	01-5890-0004	36.75
P18-03538	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Fencing - Ag	01-4300-0004	237.50
P18-03557	CDW-G COMPUTER CENTER	Projector Mounts	01-4300-9010	856.80
P18-03590	MYERS-STEVENSON & CO INC	Field Trip Insurance TLC	01-4300-3010	1,511.56
P18-03591	MYERS-STEVENSON & CO INC	Field Trip Insurance TLC	01-5890-0004	35.00
P18-03592	MYERS-STEVENSON & CO INC	Field Trip Insurance TLC	01-5890-0004	35.00
P18-03604	IVS Computer Technology	Smartboards and doc cameras	01-5890-0004	35.00
P18-03605	CDW-G COMPUTER CENTER	Laptops and CPUs	01-4300-3010	2,569.74
P18-03606	TROXELL COMMUNICATIONS INC	Projectors	01-4410-3010	3,652.61
P18-03612	TROXELL COMMUNICATIONS INC	Smartboard Rails & Projector screens	01-4410-3010	8,263.08
P18-03613	CDW-G COMPUTER CENTER	Projector install items	01-4410-3010	15,321.71
P18-03649	MYERS-STEVENSON & CO INC	Fish Hatchery 10/19	01-4300-3010	2,264.16
P18-03704	TEC-COM	MHS AV Solutions	01-4300-3010	405.70
			01-5890-0004	70.00
			01-5801-3010	10,370.00
			Total Location	49,276.52
Location McKenney Intermediate (37)				
P18-03424	NWN CORPORATION	HP M508dn Printer	01-4410-1100	696.91
P18-03430	THE TREE HOUSE	HP 655A Toner	01-4300-0004	915.90
P18-03507	Jones School Supply Co., Inc.	Honor Roll Medals	01-4300-1100	145.24
P18-03510	AMAZON.COM	Bissell Sweeper / Baker	01-4300-1100	23.84
P18-03548	IVS Computer Technology	Elmos	01-4410-3010	1,212.40
P18-03711	SCHOLASTIC BOOK FAIRS	Library Books	01-4200-0003	422.92
P18-03713	PTM Document Systems	PTM Forms	01-4300-1100	669.75
P18-03728	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-4300-0004	606.74

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2018 4:21PM

ESCAPE

ONLINE

Page 13 of 20

115

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Total Location	4,693.70
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Location Nutrition Services (73)

P18-03325	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	431.70
P18-03460	JENNIE-O-TURKEY STORE	Direct Order for Warehouse	13-9326-5310	4,882.96
P18-03461	GOODMAN FOODS	Direct Order for Warehouse	13-9325-5310	8,267.15
P18-03462	Rich Chicks, LLC	Direct Order for Warehouse Inventory	13-9325-5310	8,411.26
P18-03463	SCHWAN'S FOOD SERVICE	Direct Order for Warehouse Inventory	13-9325-5310	15,834.48
P18-03464	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	12,084.27
P18-03497	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	213.00
P18-03498	WAWONA FROZEN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	5,637.24
P18-03530	William Kakavas dba 5th Street Restaurant & Bar Supply	Direct Order for Warehouse Inventory	13-9325-5310	2,543.28
P18-03543	Tasty Brands	Direct Order for Warehouse Inventory	13-9326-5310	975.37
P18-03544	Mission Nutrition	Direct Order for Warehouse Inventory	13-9325-5310	14,875.48
P18-03545	Sysco Sacramento, Inc.	Nutrition Fair Supplies	13-4300-5310	38.77
P18-03632	US Bank Supply	Direct Order for Warehouse Inventory	13-9325-5310	639.80
P18-03633	Fat Cat Scones	Supplies for Nutrition Services	13-9326-5310	3,922.63
P18-03634	TYSON FOODS	Direct Order for Warehouse Inventory	13-4300-5310	85.52
P18-03635	INTEGRATED FOOD SERVICES	Direct Order for Warehouse Inventory	13-9325-5310	5,666.50
P18-03738	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	10,135.62
Total Location			104,483.32	213.00

Location Olivehurst Elementary (25)

P18-03338	AMAZON.COM	Pencils - Classroom Supplies	01-4300-0003	121.40
P18-03345	AMAZON.COM	CLASSROOM SUPPLIES	01-4300-0003	452.46
P18-03371	CDW-G COMPUTER CENTER	Classroom Supplies - Projector Lamps	01-4300-0004	1,078.37
P18-03387	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-0003	2,237.58
P18-03407	SCHOLASTIC	Classroom Magazine Subscription	01-4300-0003	2,783.01
P18-03416	THE TREE HOUSE	Brother Toners	01-4300-1100	953.57
P18-03491	SCHOLASTIC, INC. C/O Scholastic Teacher Store	CLASSROOM LEVELED READING COLLECTION	01-4300-0003	67,401.35
P18-03504	SCHOLASTIC, INC. C/O Scholastic Teacher Store	Dictionaries	01-4300-3010	426.49

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2018 4:21PM

ESCAPE

ONLINE

Page 14 of 20

116

Location

Includes Purchase Orders dated 04/01/2018 - 05/01/2018				Board Meeting Date May 22, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Olivehurst Elementary (25) (continued)					
P18-03553	Audio Dynamix	Speaker Sound System	01-4300-0003	1,382.35	
P18-03554	TROXELL COMMUNICATIONS INC	Chromebok Carts & Projector	01-4410-0003	3,963.03	
P18-03555	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	7,926.78	
P18-03556	CDW-G COMPUTER CENTER	Projector Mount	01-4300-0003	107.97	
P18-03655	WEST MUSIC	Xylophone for Music Program	01-4410-0003	589.96	
Total Location				89,424.32	
Location Print Shop (67)					
P18-03516	Neopost USA Inc.	Memjet Printer Supplies	01-4300-0000	1,199.41	
Location Pupil Services (202)					
P18-03458	AMAZON.COM	Ipad cases for Petrina & Katie	01-4300-6500	103.90	
Location South Lindhurst (47)					
P18-03385	AMAZON.COM	Stress Balls / Perez	01-4300-1100	14.06	
P18-03401	STEMfinity, LLC	Math & Science Manipulatives / Underwood	01-4300-3010	614.47	
P18-03402	EAI EDUCATION	Math Manipulatives / Underwood	01-4300-3010	2,213.66	
P18-03403	AMAZON.COM	Triangle Measures / Underwood	01-4300-3010	211.95	
P18-03414	OFFICE DEPOT B S D	Underwood	01-4300-0003	476.87	
P18-03421	Arise Foundation Inc.	Health/Prevention Supplies / Perez	01-4300-0004	1,569.48	
P18-03422	ETA/Hand2Mind	Math Supplies / Underwood	01-4300-3010	173.09	
P18-03423	Complete Book and Media Supply	Books	01-4300-3010	445.98	
P18-03438	Complete Book and Media Supply	Books	01-4300-0004	1,361.65	
P18-03439	Ozobot	Robotics / Underwood	01-4410-0003	1,655.50	
P18-03440	CDW-G COMPUTER CENTER	Laptop	01-4410-3010	990.85	
P18-03441	APPLE COMPUTER INC	iPad 128GB	01-4300-3010	436.92	
P18-03452	Princeton Health Press	Life Skills Program	01-4300-0003	2,208.84	
P18-03650	Herff Jones of Northern CA	Gowns	01-5630-0000	1,040.00	
P18-03664	AMAZON.COM	SLHS - Sports Equipment	01-4300-1100	1,507.60	
P18-03674	STEMfinity, LLC	Smith	01-4300-0003	502.37	
P18-03675	EAI EDUCATION	Smith	01-4300-0003	45.95	

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Page 15 of 20

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location South Lindhurst (47) (continued)				
P18-03734	Scientific Equip. of Houston	Smith	01-4300-0003	1,358.91
Total Location				16,828.15
Location Student Discipline/Attendance (109)				
P18-03435	S & S WORLDWIDE	Bracelets for Walk and Roll to School	01-4300-0000	225.05
P18-03724	HOME DEPOT	Lights for Tunnel Project	01-4300-0000	202.67
Total Location				427.72
Location Superintendent (101)				
P18-03354	Lindhurst High School Yearbook	LHS Yearbook Ad	01-5890-0000	250.00
Location Technology (102)				
P18-03326	Zytech Solutions, Inc.	Zytech - Desktop Mounting Materials	01-4300-0000	138.88
P18-03329	Modular Robotics Inc.	Modular Robotics Educator Pack	01-4300-0000	1,558.80
P18-03365	CDW-G COMPUTER CENTER	Aruba Licenses	01-5801-0000	15,000.00
P18-03451	TEC-COM	Door intercom for JPE	01-5801-0000	2,945.00
P18-03485	AMAZON.COM	Pens	01-4300-0000	48.77
P18-03625	AMS.NET	Cisco Smartnet Support	01-5801-0000	77,959.05
P18-03626	AMAZON.COM	Charger for Kevin	01-4300-0000	8.65
P18-03627	TEC-COM	Wireless Access Points	01-5801-0000	1,945.00
P18-03628	NETWORK CONSULTING SERVICES INC.	VMware Renewal Through 06-30-19	01-5801-0000	11,350.95
Total Location				110,955.10
Location Transportation (69)				
P18-03293	JJMS Enterprises Inc.	Transportation - Parts	01-4364-0230	1,000.00
P18-03363	CDW-G COMPUTER CENTER	Laptop / Javier	01-4410-0230	990.85
P18-03395	VERIZON WIRELESS	iPhone 8 Chris Coulson New Line	01-4410-0230	307.74
P18-03477	NWN CORPORATION	HP MFP M477fdn	01-4300-0230	420.15
P18-03526	MARIN PAINTING	TRANSPORTATION - REPAIRS	01-5641-0230	3,269.88
P18-03531	Mack's Auto Body	TRANSPORTATION - REPAIRS	01-5451-0000	3,581.27
P18-03539	DEPARTMENT OF MOTOR VEHICLES Mail Support Services, MS A1:2018 California Vehicle Code		01-4300-0230	68.26
P18-03551	AMAZON.COM	OtterBox and Phone Charger	01-4300-0230	49.23
P18-03596	MID VALLEY SOUND	Window Tinting	01-5641-0230	48.71

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001 - Marysville Joint Unified School District

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ONLINE

Page 16 of 20

118

Location

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P18-03597	MID VALLEY SOUND	Window Tinting	01-5641-0230	48.71
P18-03653	BUSWEST	TRANS. / BUS (Grant)	01-6500-0010	136,848.66
P18-03654	BUSWEST	TRANSPORTATION / BUS	01-6500-0230	136,848.66
Total Location				283,482.12
Location Warehouse (71)				
P18-03352	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	1,499.17
P18-03357	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	648.79
P18-03358	SHADD JANITORIAL SUPPLY	Whs Stock 17-18 SY	01-9320-0000	784.27
P18-03376	Everything Medical	Whs Stock 17-18 SY	01-9320-0000	153.82
P18-03396	SCHOOL SPECIALTY ORDER ENTRY	Whs Stock 17-18 SY	01-9320-0000	453.46
P18-03397	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	7,354.72
P18-03406	GENERAL BINDING CORP	Warehouse Stock 17-18 S.Y.	01-9320-0000	2,123.87
P18-03522	SAM'S CLUB DIRECT	Compact Refrigerator	01-4300-0000	150.48
P18-03541	THE TREE HOUSE	Whs Stock 17-18 SY	01-9320-0000	485.18
Total Location				13,653.76
Location Yuba Feather K-6 (29)				
P18-03508	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING & CERTIFICATION	01-5801-1100	140.00
P18-03533	LEARNING RESOURCES	Yuba Feather School	01-4300-0003	151.51
P18-03600	REALLY GOOD STUFF	Yuba Feather School	01-4300-0003	225.12
P18-03661	APPLE COMPUTER INC	iPads 128GB	01-4300-0003	3,312.00
Total Location				3,828.63
Location Yuba Gardens Intermediate (39)				
P18-03355	DICK BLICK COMPANY	S BOLE/GATES - Art Supplies	01-4300-0003	378.18
P18-03418	IVS Computer Technology	30 unit Chromebook Carts	01-4410-0003	3,893.75
P18-03419	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-0003	20,138.18
P18-03459	J.W. PEPPER & SON, INC	STEWART/GATES	01-4300-0003	1,564.79
P18-03499	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-3010	25,508.36
P18-03505	AMAZON.COM	Binders and sheet protectors	01-4300-6690	122.65
P18-03550	ALPHA CERAMIC SUPPLIES, INC.	Ceramics Supplies	01-4300-0003	433.99
P18-03622	AMAZON.COM	Calculators / M. Jones	01-4300-0003	86.38

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Page 17 of 20

19

Includes Purchase Orders dated 04/01/2018 - 05/01/2018

Board Meeting Date May 22, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
P18-03666	AMAZON.COM	RISTER/GATES	01-4300-0003	20.33
Total Number of POs			Total Location	52,146.61
			Total	1,126,329.04

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	374	943,325.64
09	Chrtr Schs	12	40,439.06
12	Child Dev	9	12,516.41
13	Cafeteria	17	104,483.32
14	Def Maint	4	24,314.61
25	Cap Fac	1	1,250.00
Total			1,126,329.04

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Page 18 of 20

28

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P17-03877	4,087.26	01-4100	Gen Fund/Textbooks	267.39
P18-00132	14,000.00	01-5565	Gen Fund/Clock&Alar	4,700.00
P18-00143	36,600.00	01-4364	Gen Fund/Tools/Part	1,600.00
P18-00151	7,000.00	01-4364	Gen Fund/Tools/Part	1,000.00
P18-00159	2,000.00	01-4364	Gen Fund/Tools/Part	891.66
P18-00178	25,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P18-00179	13,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P18-00202	2,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00-
P18-00207	6,000.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P18-00208	15,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00-
P18-00212	2,000.00	01-4300	Gen Fund/Mat&Suppli	8,000.00-
P18-00215	9,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P18-00220	10,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00-
P18-00225	11,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P18-00229	33,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P18-00230	69,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P18-00231	8,500.00	01-4300	Gen Fund/Mat&Suppli	1,500.00-
P18-00235	3,000.00	01-5642	Gen Fund/Oth Maint&	5,000.00-
P18-00245	7,073.00	01-4300	Gen Fund/Mat&Suppli	2,927.00-
P18-00246	2,000.00	01-4300	Gen Fund/Mat&Suppli	400.00
P18-00250	1,500.00	01-5801	Gen Fund/Contracts	500.00
P18-00251	15,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P18-00346	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,908.88
P18-00359	3,000.00	01-5570	Gen Fund/Waste Disp	2,000.00
P18-00438	245,000.00	01-5940	Gen Fund/Telephone	83,240.00
P18-00444	11,000.00	01-5641	Gen Fund/Equip Repa	4,000.00-
P18-00445	13,000.00	01-4320	Gen Fund/Custod Sup	4,000.00
P18-00504	2,600.00	01-4364	Gen Fund/Tools/Part	1,000.00
P18-00532	500.00	01-5641	Gen Fund/Equip Repa	2,000.00-
P18-00585	4,029.64	01-4300	Gen Fund/Mat&Suppli	217.65

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P18-00608	13,500.00	13-5641	Cafeteria/Equip Repa	4,500.00
P18-00609	2,500.00	13-5641	Cafeteria/Equip Repa	1,500.00
P18-00638	750.00	01-4300	Gen Fund/Mat&Suppli	100.00
P18-00641	2,750.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00670	2,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00690	500.00	01-5641	Gen Fund/Equip Repa	1,000.00-
P18-00743	5,900.00	01-4300	Gen Fund/Mat&Suppli	1,400.00
P18-00821	164.36	01-4300	Gen Fund/Mat&Suppli	85.64-
P18-00822	1,103.97	01-4300	Gen Fund/Mat&Suppli	132.01-
P18-00845	4,525.00	01-4300	Gen Fund/Mat&Suppli	1,224.97
P18-01055	11,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-02150	3,126.06	09-4300	Chftr Schs/Mat&Suppli	2,165.00
P18-02210	14,500.00	01-4364	Gen Fund/Tools/Part	14,000.00
P18-02577	1,500.00	01-4364	Gen Fund/Tools/Part	1,000.00
P18-02707	8,700.00	13-5641	Cafeteria/Equip Repa	1,200.00
P18-02899	167.92	01-4300	Gen Fund/Mat&Suppli	14.05
P18-03166	108.14	01-4300	Gen Fund/Mat&Suppli	21.65-
Total PO Changes				122,663.30

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Page 20 of 20

122

FIRE SPRINKLER & PUMP SERVICE RFP #19-1006 ABSTRACT OF QUOTE		VENDOR				Cosco Fire Protection (Rocklin) **See add'l fees/chgs	
ITEM	DESCRIPTION	Voltage Specialists (Paradise)	HCI Systems, Inc. (Sacramento)	National Fire Systems, Inc. (Sacramento)	PRICE	PRICE	PRICE
1	Annual Service Inspection & Certification of Fire Sprinklers	\$ 3,570.00	\$ 3,600.00	\$ 12,995.00	\$	\$ 7,920.00	
2	Quarterly Service Inspection & Certification of Fire Sprinklers	\$ 8,030.00	\$ 7,020.00	\$ 16,560.00	\$	\$ 18,630.00	
3	Weekly Inspections/Testing of the 2 District Fire Pumps	\$ 21,840.00	\$ 9,600.00	\$ 23,920.00	\$	\$ 22,880.00	
4	Quarterly Inspections/Testing fo the 2 District Fire Pumps	\$ 2,520.00	\$ 1,200.00	\$ 3,000.00	\$	\$ 1,980.00	
5	Annual Inspections/Testing of the 2 District Fire Pumps	\$ 1,890.00	\$ 1,600.00	\$ 1,380.00	\$	\$ 1,100.00	
	Total Annual	\$ 37,850.00	\$ 32,620.00	\$ 57,855.00	\$	\$ 52,510.00	
	Additive Option #1						
6	Labor Rate per Hour on Requested and Approved Repairs of Fire Sprinkler Systems and Fire Pumps	\$ 95.00	\$ 125.00	\$ 115.00	\$	\$ 115.00	
	5-Year Sprinkler Inspections						
7	Five year sprinkler inspection & FDC back flush. Price per department flush valve.	Below is 5 year est. \$ 9,505.00	\$ 1,846.00	\$ 18,400.00	\$	\$ 495.00	

**Additional fees/charges for Cosco Fire Protection: After Hours - \$165, Double Time - \$199

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

**Fire Suppression Sprinkler and Pump Inspection,
Testing and Certification**

THIS AGREEMENT, MADE May 22, 2018 between
("CONTRACTOR") HCI Systems, Inc., having a
principal place of business at 1419 N. Market Blvd., Sacramento, CA 95834,
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 \$32,620.00 for expected annual/quarterly services plus the following when/if applicable: \$125 per hour labor rate for additional requested and approved repairs of systems or pumps. Five-year sprinkler inspection & FDC back flush at \$1,846.00 per site when due. 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.

124

Business Services Department
Approval: llh
Date: 5.14.18

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 [X] is [] 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 22, 2018



Contractor

26-1656639
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 and Quarterly Inspection/Test of the District Fire Sprinklers, including any antifreeze change-outs required to maintain compliance with NFPA standards. All inspections are required to meet state and local jurisdictions and maintain compliance in accordance with current NFPA 25, 2013 California Edition including amendments. The Contractor will be responsible for the performance of the Weekly, Quarterly, and Annual Inspections/Testing of the two (2) District Fire Pumps in accordance with current applicable NFPA 25, 2013 California Edition including amendments. All service is for various district facilities located throughout the Marysville Joint Unified School District in accordance with performance specifications of RFP #19-1006.

Specifically Includes: Regularly scheduled and special services as required throughout Marysville Joint Unified School District per RFP #19-1006 district specifications.

Specifically Excludes:

Project Schedule: As per proposal specifications

Amendment O

Destiny® Resource Management™ Agreement
Marysville Joint School District
Quote # 1017957-2
Customer # 0436697
May 4, 2018

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Marysville Joint School District ("you") in Marysville, CA dated February 27, 2007 (the "Agreement") is effective May 4, 2018. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until June 22, 2018.

Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Estimated sales tax is included in this Quote. However, you remain responsible for actual tax fees included in your Invoice, as required by law.

Summary of Software and Services: Year 1 Costs		Pricing
	Price	\$1,738.00
	Estimated Shipping and Handling	\$12.18
	Tax	\$19.64
The total dollar amount included in this Amendment is		\$1,769.82
Software License		

Small School Promotion

- Destiny Library Manager™ for one (1) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool

Peripherals

* Note that the Extended Maintenance Agreements must be purchased at the time of original hardware purchase

- PN237 Promotion (Expires June 22, 2018)
 - One (1) Follett Corded Scanner 5100(s) with Hands-Free Stand (includes manufacturer's 5-year warranty)

Please Note:

- Implementation services costs are not included.
- Data conversion and data enhancement services costs are not included.
- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days after delivery.
- To the extent allowable by law, this Amendment is strictly confidential.

Annual Licensing and Maintenance Costs Starting Year 2*

Software License

- Destiny Library Manager for one (1) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- District Technical Support includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited email support
 - Training toolkits (lesson plans, quick reference guides, and videos)
 - Product updates

Total Annual Licensing and Maintenance Costs**: \$ 577.50

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates.

** Note: This new pricing will be reflected in your next annual renewal fee.

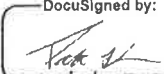
Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Marysville Joint School District

DocuSigned by:

Signature: Patrick P. Sullivan
Print Name: Patrick P. Sullivan
Title: Finance Compliance Manager
Address: 1340 Ridgeview Drive
McHenry, IL 60050

Date: 5/9/2018

Signature: _____
Print Name: Michael Hodson
Title: Assistant Superintendent Business Services
E-mail Address: mhodson@mjud.k12.ca.us
Address: 1919 B Street
Marysville, CA 95901

Date: May 22, 2018

Do you have a PO to attach?

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached). Initial each modification to Schedule A (if any).
- An authorized representative of your District needs to **sign above** using DocuSign. For additional assistance in using DocuSign please reference the following links:
 - <https://support.docusign.com/en/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing>
 - <https://support.docusign.com/en/articles/How-to-Sign-on-Paper-Recipient-View>
- Please provide your consultant with the name and mailing address of the person to whom Follett should return a copy of the fully executed agreement.

Licensed School Sites*

Schedule A

*Note: Licenses are transferable.

School or Site Name	Product Type (check all that apply)	Data Service	Digital Content Subscriptions
1) MARYSVILLE DIST IND STUDY 0422438 FLR: L0436697.000	Destiny Products: <input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Resource Manager	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program – AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration

132

DUDE SOLUTIONS, INC.

ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.2 "Account Users" means individual users specified by the Subscriber to access and use the Subscriber's Account.

1.3 "Applications" means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Business Services Department

Approval: [Signature]

Date: 5.8.18

1.5 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.

1.6 “Documentation” means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.8 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.9 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.10 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on www.dudesolutions.com.

1.11 “Services” means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration process.

1.12 “Subscriber” means the legal entity identified on the Account.

1.13 “Subscriber Data” means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.14 “Subscription Fee” means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI for the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.15 “Third Party” means a party other than Subscriber or DSI.

Section 2.0 Use of the Service; Proprietary Rights

2.1 Use of Service.

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI permit Subscriber's Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its authorized Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may transfer an Account User's right to access and use the Services to a new user only if such Account User becomes inactive and is unable to access the Services. Subscriber is also solely responsible for any and all activities that occur under its Account and ensuring that it exits or logs-off from its Account at the end of each session of use. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other

security auditing procedures on the Services; (ix) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (x) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xi) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiii) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. Personal sensitive or identifiable information should not be entered into the Services, as there are no data fields requesting such information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights

therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

Section 3.0 DSI Responsibilities

3.1 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber's Account, including any Subscriber Data, without Subscriber's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.2 Support. During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern Time) to 6:00 p.m. (Eastern Time), Monday through Friday, excluding holidays.

3.3 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of

the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure its meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

Section 5.0 Subscription Fees

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based

on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall renew for successive one year periods (each, a "Renewal Term") upon the agreement of both parties.

6.2 Termination for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: clientsuccess@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination) *divided by* twelve; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3 within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services. Upon termination of its Account, Subscriber's right to access its Account and use the Services immediately ceases.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Disclaimers and Indemnification

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH,

AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS WILL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

- (a) This section intentionally omitted.
- (b) This section intentionally omitted.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential

Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any

attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to:* Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might

have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.14 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]



IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Marysville Joint USD

Signature

Michael Hodson

Print Name

Asst. Superintendent

Title

Date Signed

Dude Solutions, Inc.

DocuSigned by:

Brian Carter

Signature

Brian Carter

Print Name

VP of Sales

Title

5/7/2018

Date Signed





- Scope of Work - MaintenanceEssentials Pro™

Extend the Life of Your Equipment and Facilities with an Online Work Order Management Suite

MaintenanceEssentials Pro is a cloud-based facilities management solution that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks efficiently.

BENEFITS

- Reduce windshield time and increase productivity with a mobile workforce
- Increase reporting efficiency and accuracy to justify funding and budget requests
- Capture the total picture of facility support services with a centralized database
- Generate 15% or more in productivity gains
- Improve communication within the department and with end-users
- Extend the life of your equipment by 25% with recurring maintenance
- Reduce risk by ensuring that needed maintenance is properly prioritized
- Improve accountability with accurate work tracking
- Improve customer satisfaction by enabling end-users to submit requests and sending automatic status updates

4 HOURS
PER WEEK
PER TECHNICIAN
gained via Mobile Workforce

30 MIN
SAVED
per work request

BENCHMARKS & KPIs
260
HOURS SAVED
ANNUALLY

EMERGENCY WORK
= 8x
MORE \$ THAN
PM work orders

TIME SAVED:
3%
PER YEAR
by the Dude Community

10 HOURS
SAVED PER MONTH
with automated
EXECUTIVE OVERVIEWS

WHAT'S INCLUDED

Corrective Maintenance

- Work order requests can be submitted from anywhere, reducing emails, phone calls and hallway requests
- Automatically route, prioritize and rank work order requests in real time by project, location and budget
- Associate budget codes, projects and equipment with work orders, as well as record labor and purchases
- Ability to attach files to work orders for quick reference

Preventive Maintenance

- Schedule recurring maintenance and PM tasks to identify problems before they become an emergency
- Reduce costs by 2 to 10 cents a square foot by increasing energy efficiency, while reducing emergency work orders by 60%
- Utilize an interactive calendar for resource scheduling (PM, corrective and even) for related work by all employee or individuals
- Track equipment information, including manufacture, model and serial number, in and out of service dates, and warranty

Mobile Applications

- Keep your team motivated and accountable with easy access to everything they need, right from their mobile devices, including PM tasks and procedures
- Save time and increase productivity by accurately tracking time-on-task – turn windshield time into wrench turning time
- Easily attach files to help you service, repair or inventory products with better accountability

Operations Dashboard

- Fully unlock your data with powerful business intelligence (BI) reporting directly from the Dude Platform
- Benchmark your progress to see how your organization is performing and how you can improve
- Track your progress benchmarks over time and compare your performance to others in your region with comprehensive heat mapping
- Simple presentations automatically generate your KPIs into an executive PowerPoint format that you can present to your leadership team

Dude Solutions Network of Alliances & Partners

- Extend and enrich MaintenanceEssentials Pro with products and services integrations

Best Practices Coaching

- Your Account Manager – an education operations expert – is here to help you succeed and uncover opportunities to maximize your school's operations

Best Practices Community

- You are not alone. Many of your peers share the same challenges, and Campus Champions (the nation's top performing institutions) are blazing the path to success
- Dynamic access to resources (videos, blogs, case studies, forums, help guides) specific to your school's success journey

Premier Onboarding & Legendary Support

- We're here for you from day 1 with top-notch implementation to the day you become a Campus Champion and beyond

Innovations & Enhancements

- Capture the power of technology for your team with the latest enhancements and innovations available to help your school keep improving each day

145



- SCOPE OF WORK -

Software for Smarter Operations

Technology Essentials - Incident

Incident is a cloud-based help desk management solution that simplifies the help desk ticketing process, helping you streamline request generation, completion status tracking and reporting. Incident allows you to create, assign and manage help desk tasks efficiently.

KEY FEATURES

Productivity

- Automatically routes and assigns incidents to appropriate staff, based on location and/or skillset
- Notifies technicians of new incidents via email
- Provides role-based dashboards for monitoring incoming tickets and work assignments
- Integrates with Insight to easily associate tickets with their related assets, for quick access to relevant asset data and streamlined issue resolution

Budget

- Reports costs by category (asset type, budget code, work type, etc.)
- Tracks staff labor costs and work completion to justify budgeting and planning decisions
- Associates support costs with Insight assets, providing Total Cost of Ownership metrics across the asset lifecycle

Communication

- Enables requesters to submit requests online via request submission portal, or via email
- Automates email updates to requesters as tickets are worked and resolved, for improved quality of communication

Monitoring and Reporting

- Generates configurable reports and detailed, interactive dashboard graphs
- Allows users to subscribe to dashboards and receive email updates at chosen intervals
- Provides highly configurable alerts, generating notifications when user-defined conditions are met, and tracking resolution of those conditions

BENEFITS

- Save IT staff 30 minutes per incident by reducing requests and streamlining workflow
- Reduce total incident requests through self-help knowledge database and troubleshooting questionnaire
- Automate communication and feedback with requesters for improved customer service
- Quantify costs for supporting and maintaining older equipment for refresh justification

146





Software for Smarter Operations

May 01, 2018

Marysville Joint Unified School District

Ryan Digiulio,

Thank you for your continued support of our market leading solutions for improving educational operations. We at SchoolDude are excited about providing you with online tools that will help you save money, increase efficiency and improve services. SchoolDude is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Marysville Joint Unified School District:

Item	Investment
MaintenanceEssentials Pro	\$8,532.09
TechnologyEssentials - Incident	\$4,188.40
Year 1	
Annual Renewal:	\$12,720.49 USD
Total CalSave Discount \$1,900.76	

Service Dates:: 07/01/2018- 06/30/2019

Item	Investment
MaintenanceEssentials Pro	\$8,958.69
TechnologyEssentials - Incident	\$4,397.82
Year 2	
Annual Renewal:	\$13,356.51 USD
Total CalSave Discount \$1,995.80	

Service dates: 07/01/2019- 06/30/2020

Item	Investment
MaintenanceEssentials Pro	\$9406.62
TechnologyEssentials - Incident	\$4,617.71
Year 3	
Annual Renewal:	\$14,024.33 USD
Total CalSave Discount \$2,095.59	

Service dates: 07/01/2020- 06/30/2021

07/01/2018- 06/30/2019

*your CalSave/Epylon discount has been applied

Total for three years service \$ 40,101.33

147



DUDE SOLUTIONS, INC.

ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.2 "Account Users" means individual users specified by the Subscriber to access and use the Subscriber's Account.

1.3 "Applications" means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Business Services Department

Approval: WHA

Date: 5.8.18

Dude Solutions, Inc.

Online Subscription Agreement

1.5 "Content" means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.

1.6 "Documentation" means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 "Highly-Sensitive Personal Information" means an Account User's (i) government-issued identification number (including social security number, driver's license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User's financial account; and/or (iii) biometric data.

1.8 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.9 "Intellectual Property Rights" means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.10 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located on www.dudesolutions.com.

1.11 "Services" means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration process.

1.12 "Subscriber" means the legal entity identified on the Account.

1.13 "Subscriber Data" means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.14 "Subscription Fee" means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI for the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.15 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service; Proprietary Rights

2.1 Use of Service.

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI permit Subscriber's Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its authorized Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may transfer an Account User's right to access and use the Services to a new user only if such Account User becomes inactive and is unable to access the Services. Subscriber is also solely responsible for any and all activities that occur under its Account and ensuring that it exits or logs-off from its Account at the end of each session of use. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other

security auditing procedures on the Services; (ix) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (x) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xi) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiii) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. Personal sensitive or identifiable information should not be entered into the Services, as there are no data fields requesting such information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth in this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights

therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

Section 3.0 DSI Responsibilities

3.1 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber's Account, including any Subscriber Data, without Subscriber's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.2 Support. During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.3 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of

the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

Section 5.0 Subscription Fees

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based

on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall renew for successive one year periods (each, a "Renewal Term") upon the agreement of both parties.

6.2 Termination for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: clientsuccess@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination) *divided by* twelve; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3 within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services. Upon termination of its Account, Subscriber's right to access its Account and use the Services immediately ceases.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Disclaimers and Indemnification

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH,

AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS WILL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

- (a) This section intentionally omitted.
- (b) This section intentionally omitted.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential

Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any

attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to:* Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might

have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.14 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]



IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Marysville Joint USD

Signature

Michael Dodson

Print Name

Asst. Superintendent

Title

Date Signed

Dude Solutions, Inc.

DocuSigned by:

Brian Carter

Signature

Brian Carter

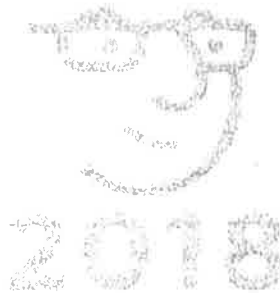
Print Name

VP of Sales

Title

5/7/2018

Date Signed





Energy Management

- Scope of work -

Product Features

Utility Data Import & Export

- > Import bill data automatically
- > Export data to multiple formats, including Excel, PDF, Word, PowerPoint, TIFF, CSV

Utility Tracking

- > Track and monitor utility bills and compare with usage data
- > Energy data includes:
 - Electricity
 - Propane
 - Steam
 - Irrigation
 - Misc. energy
 - Natural gas
 - Coal
 - Chilled water
 - Wastewater
 - Fuel oil
 - Wood
 - Water
 - Refuse
- > Utility bill information includes:
 - Bill date
 - Line item type
 - Billing period
 - Cost
 - Bill amount
 - Meter
 - Use

Dashboard

- > Quickly view high-level trends, cost and usage
- > See historic utility data
- > Track ENERGY STAR rating

ENERGY STAR Integration

- > Track ENERGY STAR Rating for comparison to similar buildings and peers

Reporting

- > Configurable views, reports, searches and graphs
- > Report on use/cost, carbon emissions, budget data, avoided cost and weather
- > Build custom reports based on utility bill information, use and cost rankings, and historical use/cost

Savings Tools

- > Create custom walkthroughs and steps to perform
- > Create and manage Special Event Checklists and/or shutdown procedures.
- > Create O&M tickets to track energy maintenance issues
- > Create Capital Projects to track and measure against actual usage

Product Pricing



ENERGY

Annual subscription

- > Full cloud-based solution
- > Utility data import and export
- > Utility tracking
- > Dashboard
- > ENERGY STAR integration
- > Reporting
- > Savings tools



Software for Smarter Operations

May 01, 2018

Cynthia Jensen
Marysville Joint Unified School District
1919 B Street
Marysville, CA
95901-3731

Dear Cynthia,

Thank you for your continued support of our market leading solutions for improving educational operations. We at SchoolDude are excited about providing you with online tools that will help you save money, increase efficiency and improve services. SchoolDude is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Marysville Joint Unified School District:

Service Dates 6/1/18-5/31/19

Item	Investment
Energy Manager	\$4,147.50
Year 1 Annual Renewal:	\$4,147.50 USD Total CalSave Discount \$619.74

Service Dates 6/1/19-5/31/20

Item	Investment
Energy Manager	\$4354.88
Year 2 Annual Renewal:	\$4,354.88 USD Total CalSave Discount \$650.73

Service Dates 6/1/20-5/31/21

Item	Investment
Energy Manager	\$4572.62
Year 3 Annual Renewal:	\$4,572.62 USD Total CalSave Discount \$683.26

total for three years service \$ 13,075.00



Marysville Joint Unified School District

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

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

THIS CONTRACT made and entered into on May 22, 2018 (Insert Board meeting date or ratification date), by and between All Superior Custom Painting 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 Eight hundred Fifty and No /100 Dollars (\$ 19,850.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C33 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May, 23, 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)

162



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

☒ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

567-53-4899
Employer Identification Number

License No: 719837 Classification: C33 Expiration Date: 3/31/2020

(District Use Only: License verified by Julie Brown Date: 5/3/2018)
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: All Superior Custom Painting

Contractor Address: _____
2027 California Street
Sutter, CA 95982

Phone: (530) 674-8232

Email: dobynsr@comcast.net

Print Name: ROBERT DOBYNS

Title: OWNER

Authorized Signature: Robert Dobyns

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):

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: 5/3/2018

All Superior Custom Painting (Company)

Robert Dobyns (Authorized Signature)

ROBERT DOBYNS (Print Name)

OWNER (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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



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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCAA) bld 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 23, 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

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 Trim Paint between the Marysville Joint Unified School District ("District" or "Owner") and All Superior Custom Painting ("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):

RD 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

RD 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: ROBERT DOBYNS

Title: OWNER

RD 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

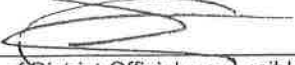
X In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the Contractor who provide services under this Contract (certification form attached).

 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: 5-8-18
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 Trim Paint
between Marysville Joint Unified School District (the "District" or the "Owner") and
All Superior Custom Painting (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: 5/3/18

Proper Name of Contractor: All Superior Custom Painting

Signature: Robert Dobyne

Print Name: ROBERT DOBYNS

Title: OWNER

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 20		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name ROBERT DOBYNS			Vendor/Payee's <input type="checkbox"/> SOS no. <input checked="" type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 2027 CALIFORNIA ST.			APT no. Private Mailbox no. Vendor/Payee's daytime telephone no. 630 674-8232		
City Sutter.			State CA ZIP Code 95982		

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

- ☒ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See Instructions for Form 590, General Information D, for the definition of a resident.
- ☐ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See Instructions for Form 590, General Information E, for the definition of permanent place of business.
- ☐ **Partnerships:**
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- ☐ **Limited Liability Companies (LLC):**
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- ☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- ☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Irrevocable Trusts:**
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- ☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) **ROBERT DOBYNS OWNER**
Vendor/Payee's signature ► **Robert Dobyns** Date **5/3/18**



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	---

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ROBERT L. DOBYNS

2 Business name/disregarded entity name, if different from above
ALL SUPERIOR CUSTOM PAINTING

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
2027 CALIFORNIA ST.

6 City, state, and ZIP code
SUTTER, CA. 95982

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
567-53-4899

or
Employer identification number
_____-_____-_____-_____-_____-_____-_____-_____-_____-

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **Robert L Dobyns** Date ▶ **5/3/18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

175



Policy Number XN106000902

Date Entered: 5/3/2018

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/3/2018

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 CA Contractors Insurance Services, Inc. 9848 Business Park Drive Suite H Sacramento, CA 95827	CONTACT NAME: Joseph Pappalardo
	PHONE (A/C, No, Ext): (916) 363-2663 FAX (A/C, No): (916) 363-2662
	E-MAIL: JPappalardo@ccisbonds.com
	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: AmTrust International Underwriters, Ltd. NAIC # AA1780074
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

THIS IS TO CERTIFY THAT THE POLICIES OF THE 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	XN106000902	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP-AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in N/H) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E. L. EACH ACCIDENT \$
							E. L. DISEASE - EA EMPLOYEE \$
							E. L. DISEASE - POLICY LIMIT \$

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

The The Marysville Joint Unified School District is named as additional insured. Waiver of subrogation included. Insurance is primary and noncontributory. 30 day written notice of cancellation, 10-day notice of nonpayment.
Job: Covillaud School District

License # 719837

CERTIFICATE HOLDER

The The Marysville Joint Unified School District
628 F Street
Marysville, CA 95901
DOBYNSR@COMCAST.NET

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED -
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: XN106000902	Endorsement Effective: 11/30/2017 12:01 a.m.
Named Insured: ROBERT LEON DOBYNS, DBA: ALL SUPERIOR CUSTOM PAINTING	Counter Signed By: 

SCHEDULE

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

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

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

D. The following are added to **SECTION V – DEFINITIONS**:

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

E. The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

2. Waiver of Subrogation

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

178

Attachment J

4J
5-3-18



"Excellence At A Reasonable Price!"

Job Proposal

DIR # 1000057176 – Robert L Dobyns

Business Owner: Rob Dobyns

State Contractors License: 719837

Phone: (530) 674-8232

Address: 2027 California St. Sutter, CA. 95982

Job Proposal Submitted To: Covillaud School District

Phone: (530) 740-6459 Contact person: Doug Date: 5/02/18

Street: 628 F St. City: Marysville Zip: 95901

I purpose to furnish all materials and perform all labor necessary to complete the following:

Prep and Paint the complete exterior Trim work, facia boards, gutters and railings of all of the buildings on the premises. Prepare and paint the exterior faces of 35 doors to the class rooms and office.

Work Plan Summary:

Pressure wash the complete exterior of all of the trim work, facia boards, gutters, doors and railings. Allow 48 hours to dry. Scrape off all loose paint on surfaces. Sand all areas of scraping paint smooth. Lightly scuff all metal on railings and doors for paint adhesion. Prime all areas of rust with Pro-Block primer. Tape and paper off windows close to work areas to protect from the paint. Mask and tape off wall areas around the doors. Lay tarps over cement in work areas to protect from the paint. Cover any landscaping with drop cloths. Tape, paper and tarp off roofing to protect from the paint. Apply 2 coats of Sherwin William's Super paint to the trim work and the facia boards by airless spray. Apply 2 coats of Sherwin Williams Pro-Cryl primer to the doors, gutters and railings. Allow to dry. Apply Sherwin William's Industrial grade Sher-Cryl top coat to the gutters, doors and metal railings. Clean work area on a daily basis.

Duration Time: Please allow 1 1/2 to 2 weeks for completion.

All of the work will be completed in a substantial, workman like manner for the sum of:

(\$ 19,850.00).

Employee's on the job site will be paid a prevailing wage.

179

Attachment J

The full payment is due upon completion of all work. The entire amount of the contract is to be paid within 2 days after completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will be an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature: Robert Johns

Acceptance:

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which the home owner: Covillaud School District agrees to pay amount in said proposal and according to the terms thereof:

Signature: _____ Date: _____

Attachment f



2027 California St. Sutter, CA. 95982

May 2, 2018

Covillaud Elementary School
628 F St.
Marysville, Ca. 95901

To Whom It May Concern,

Our bid price for painting the exterior of your trim work, facia boards, 35 doors and railings on the school buildings, located at 628 F St. is \$19,850.00. This is our complete price, including all materials, rental equipment and labor, as on our attached Job Proposal Exhibit A.

We will prepare and paint all surfaces in a manner that meets professional standards. We will be applying Top quality and Commercial grade paints to all surfaces to be painted in Exhibit A and will be protecting all surrounding areas from paint.

When we schedule your project, we will be committed to your project from start to finish. Once work begins on your project we will be anticipating 1 1/2 to 2 weeks to complete.

Please be advised, I will need to give the equipment rental Co. (2) two weeks' notice in advance to place a hold on the equipment to complete the work on the school buildings.

Work areas will be sectioned off for the protection of your workers and the public.

All Superior Custom Painting requires no money down to start the work. Payment is due within 60 days upon completion of all work.

Thank you for giving us the opportunity to place a bid on your project, I hope we are your painters of choice.

Sincerely,

Robert Dobyns

All Superior Custom Painting (530) 674-8232

181



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 719837

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

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

Data current as of 5/3/2018 10:53:10 AM

Business Information

ALL SUPERIOR CUSTOM PAINTING
2027 CALIFORNIA ST
SUTTER, CA 95982
Business Phone Number: (530) 674-8232

Entity Sole Ownership
Issue Date 03/07/1996
Expire Date 03/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.
Bond Number: 245456
Bond Amount: \$15,000
Effective Date: 03/18/2017
Contractor's Bond History

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.
Effective Date: 03/05/2018
Expire Date: None
Workers' Compensation History

182

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
View	ROBERT L DOBYNS	1000057176	SUTTER	SUTTER	CSLB:719837	Active	04/19/2018	06/30/2018

v2.20171120

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183



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 22, 2018 (Insert Board meeting date or ratification date), by and between Culligan of Chico 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:

Sixteen thousand Two hundred Sixty and No /100 Dollars (\$ 16,260.00)

(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: C36 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May, 23, 2018. (Insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by August, 31, 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)

184



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

45-4429459
 Employer Identification Number

License No: 918861 Classification: C36 Expiration Date: 7/31/2018

(District Use Only: License verified by Julie Brown Date: 4/27/2018)
 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: Culligan of Chico

Contractor Address: _____
2377 Ivy Street
Chico, CA 95928

Phone: (530) 343-5100

Email: rex@culliganofchico.com

Print Name: REX MURRAY

Title: Owner

Authorized Signature: [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):

Rex Mundt - Owner
Greg Lee - Owner

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: 4-27-18

Culligan of Chico (Company)

Rex Mundt (Authorized Signature)

Rex Mundt (Print Name)

Owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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 §1726.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2018.

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

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



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 apprenticeship 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 apprenticeship agreements under which he or she is training.

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

"Apprenticeship craft or trade," as used in this section, means a craft or trade determined as an apprenticeship occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeship craft or trade is replacing at least one-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 apprenticeship craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and 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 of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (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 3108 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in 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 23, 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.

A handwritten signature in dark ink, appearing to read "Rex Mullins", is written over a horizontal line.

Signature, Contractor's Authorized Representative

The name "Rex Mullins" is handwritten in dark ink over a horizontal line.

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.: Corrosion Control Water Project between the Marysville Joint Unified School District ("District" or "Owner") and Culligan of Chico ("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: Rex Munnis

Title: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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

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

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

 Other, describe:

DISTRICT

Signature:  Title: Director Buildings & Grounds Date: 5-2-18
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.: Corrosion Control Water Project
between Marysville Joint Unified School District (the "District" or the "Owner") and
Culligan of Chico (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: 4-27-18
Proper Name of Contractor: Quality Water Specialists, INC DBA
Culligan of Chico
Signature: [Signature]
Print Name: REX MUMFORD
Title: OWNER

(Remainder of page left blank intentionally)

Attachment F

California Department of Industrial Relations

Not secure | https://efiling.dlr.ca.gov/PWCR/Search.action

License Number: Contractor License Lookup

County:

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

Export as:

Search Results
One registered contractor found. 1

Details: Legal Name

Registration Number	County	City	License Type/Descriptor	Current Status	Registration Date	Expiration Date
1002610830	QUINCY	CHICO	CSLN:910561	Active	11/21/2017	05/29/2018

View: [QUALITY WATER SPECIALISTS, INC.](#)

v2.2017.1120

About DIRT
Who we are
Our mission, vision & core values
Contact Us

Work with Us
Jobs at DIRT
Hiring, employment, contractors & vendors
Required qualifications
Public records request

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Press releases
Frequently Asked Questions
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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR <u>20</u>		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 10662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name <u>Quality WATER SPECIALISTS, INC</u>			Vendor/Payee's <input type="checkbox"/> 608 no. <u>45-4429</u> <input type="checkbox"/> Social security number <u>459</u> <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <u>2377 Ivy Street</u>			APT no. Private Mailbox no. Vendor/Payee's daytime telephone no. <u>(530) 343-5100</u>		
City <u>CHico</u> State <u>CA</u> ZIP Code <u>95728</u>					

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

☐ **Individuals — Certification of Residency:**

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

☒ **Corporations:**

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

☐ **Partnerships:**

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

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

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

☐ **Tax-Exempt Entities:**

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

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

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

☐ **California Irrevocable Trusts:**

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

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

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

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) Rex Munné, OWNER

Vendor/Payee's signature [Signature] Date 4-27-18



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

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

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
QUALITY WATER SPECIALISTS, INC

2 Business name/disregarded entity name, if different from above
QUALITY WATER SPECIALISTS, INC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate

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

5 Address (number, street, and apt. or suite no.)
2377 IVY STREET

6 City, state, and ZIP code
CHICAGO CA 95928

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

4	5	-	4	4	2	9	4	5	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **[Signature]** Date ▶ **4-27-18**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



CULLIGI-01

KELYNC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2018

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

PRODUCER License # 0C79851 Titus Pacific Insurance Services 2068 Talbert Drive Suite 100 Chico, CA 95928	CONTACT NAME: House PHONE (A/C, No, Ext): (530) 895-1555 4801 FAX (A/C, No): (530) 895-1572 E-MAIL ADDRESS: info@titusins.com														
INSURED Quality Water Specialists, Inc. DBA Culligan of Chico 2377 Ivy Street Chico, CA 95928-9656	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Foremost Insurance Co Grand Rapids, MI</td><td>11185</td></tr><tr><td>INSURER B : American Fire and Casualty Company</td><td>24066</td></tr><tr><td>INSURER C : Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Foremost Insurance Co Grand Rapids, MI	11185	INSURER B : American Fire and Casualty Company	24066	INSURER C : Insurance Company of the West	27847	INSURER D :		INSURER E :		INSURER F :	
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INSURER B : American Fire and Casualty Company	24066														
INSURER C : Insurance Company of the West	27847														
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.

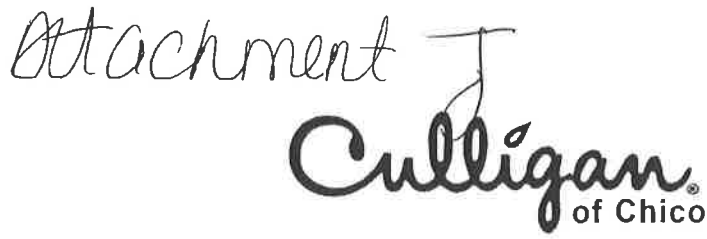
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PPS05378320	10/11/2017	10/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAA (18) 55745749	10/11/2017	10/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X WSA503907400	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Marysville Unfied 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 



ck
B
4.24.18

better water. pure and simple.®

Tom Barrett
Marysville USD
1919 B. Street
Marysville, Ca 9501
Re: Quote for corrosion control

5-1-18

The following is a quote for corrosion control systems for the following schools; Loma Rica, Foothill, Dobbins, and Cordua.

The system we are proposing will inject a liquid Zinc/Ortho Phosphate product into the water proportional to water flow. The product is designed to provide a corrosion protection in potable water systems by forming a protective, microscopic film on metal surfaces. This film acts as a barrier to minimize the release of iron, lead, copper, and other metals that can produce harmful effects in the system.

The product we will be using is MCT 5072. The ingredients are certified by NSF for potable water treatment applications. MCT 5072 is approved to 40.4 ppm in the system.

EQUIPMENT: Per School

Blue-White variable speed pump
Flow computer
Paddlewheel Meter
Paddlewheel Install Tee
Power converter
5 Gallons of MCT 5072
Phosphate test kit
Misc Plumbing materials

COST: \$ 16260.00 This price includes all equipment, sales tax, and installation for all four schools (\$ 4065.00 per school).

Prevailing wage per district standards.

Rex Munroe
Certified Treatment Operator

200



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 918861

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 4/27/2018 12:16:46 PM

Business Information

CULLIGAN OF CHICO
2377 IVY STREET
CHICO, CA 95928
Business Phone Number:(530) 809-4543

Entity Sole Ownership
Issue Date 07/09/2008
Expire Date 07/31/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C55 - WATER CONDITIONING
C36 - PLUMBING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.
Bond Number: 238070
Bond Amount: \$15,000
Effective Date: 06/25/2016
[Contractor's Bond History](#)

Workers' Compensation

201

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number: WSA503907400

Effective Date: 01/01/2018

Expire Date: 01/01/2019

Workers' Compensation History

202