

Location

Includes Purchase Orders dated 07/01/2017 - 08/01/2017				Board Meeting Date August 22, 20107		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount		
Location Accounting/Payroll (103)						
P18-00432	P G AND E	17-18 DISTRICT WIDE ELECTRIC	01-5520-0000	2,200,000.00		
P18-00433	Utility Management Services City of MSVL Sanitary Sewer	17-18 SEWER SERVICES	01-5530-0000	51,500.00		
P18-00434	NORTH YUBA WATER DIST. RT.2	17-18 WATER SERVICE/NORTH YUBA WATER DIST. RT2	01-5530-0000	1,450.00		
P18-00435	LINDA COUNTY WATER DISTRICT	17-18 WATER SERVICE/LINDA COUNTY WATER	01-5530-0000	20,000.00		
P18-00436	CALIFORNIA WATER SERVICE CO	17-18 WATER SERVICE/CALIFORNIA WATER	01-5530-0000	100,000.00		
P18-00437	OLIVEHURST PUBLIC UTILITY DIST	17-18 WATER SERVICE/OLIVEHURST PUBLIC UTILITY	01-5530-0000	75,000.00		
P18-00438	AT&T	17-18 DISTRICT PHONE SERVICE	01-5940-0000	161,760.00		
P18-00441	AMERIGAS - GRIDLEY	17-18 HEATING FUEL	01-5510-0000	94,000.00		
P18-00442	VERIZON WIRELESS	17-18 DISTRICT PHONE SERVICE-CELL PHONE	01-5940-0000	24,000.00		
P18-00531	BETTY'S RESTAURANT	AUGUST 1ST & 2ND MEETINGS	01-4300-0000	1,377.74		
Total Location				2,729,087.74		
Location Arboga Elementary (01)						
P18-00500	Quality Planners	SCHOOL PLANNER	01-4300-0003	1,244.76		
P18-00573	AMAZON.COM	Earsets	01-4300-0004	531.96		
P18-00580	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT Cafeteria Beautification		01-4300-1100	500.00		
P18-00582	HOME DEPOT	Materials for Parent Area	01-4300-1100	1,000.00		
P18-00591	MeTEOR Education	Arboga Library shelf backing	01-4410-0003	948.10		
Total Location				4,224.82		
Location Browns Valley Elementary (03)						
P18-00592	Jones School Supply Co., Inc.	Jones	01-4300-1100	357.87		
P18-00593	OFFICE DEPOT B S D	Classroom	01-4300-1100	1,500.00		
Total Location				1,857.87		
Location Business Services (106)						
P18-00386	KEENAN & ASSOCIATES	Storage Tank Renewal 17-18	01-5450-0000	2,073.29		
P18-00399	OLIVEHURST PUBLIC UTILITY DIST	ADA Sewer 2017-2018	01-5530-0000	51,000.00		
P18-00430	DIVERSE NETWORK ASSOCIATES	CatapultK12-Emergency Managment System-EMS	01-5801-0004	16,822.08		
P18-00431	PFM Group	2012 Certificates of Participation Report	01-5801-0000	3,500.00		
P18-00488	THE OMNI GROUP (TPA)	403B & 457B 2018-2019	01-5801-0000	8,325.00		
P18-00564	SCHOOLDUDE.COM	Renewal Online Work Order Tracking 2017-2018	01-5801-0004	12,114.75		
Total Location				93,835.12		
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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05)				
P18-00502	SOLUTION TREE	Teacher Reference Materials	01-4200-1100	1,000.00
Location Charter Academy For Fine Arts (42)				
P17-03944	LOGAN ENTERTAINMENT	Sound	09-5801-0000	800.00
P18-00407	OFFICE DEPOT B S D	Supplies	09-4300-1100	7,500.00
P18-00408	EMC PUBLISHING	English Adoption	09-4100-0004	47,682.59
P18-00420	B & H PHOTO	Supplies - Photo	09-4300-1100	735.63
P18-00426	B & H PHOTO	Supplies - Photo	09-4410-1100	1,847.70
P18-00439	AMAZON.COM	Supplies - Mathews	09-4300-1100	66.47
P18-00440	AMAZON.COM	Supplies - Ellsmore	09-4300-1100	55.05
P18-00443	PTM Document Systems	Supplies	09-4300-0000	442.96
P18-00453	DICK BLICK COMPANY	Supplies - Weisgerber	09-4300-1100	1,652.26
P18-00454	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Mathews	09-4300-1100	202.71
P18-00455	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Ellsmore	09-4300-1100	250.71
P18-00456	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Science Dept.	09-4300-0000	626.15
P18-00471	AMAZON.COM	Supplies - McDowell	09-4300-0000	39.75
P18-00522	Carnegie Learning	Supplies - Math	09-4100-0004	9,982.12
P18-00523	Mac To School	Supplies - Weisgerber	09-4410-0004	6,494.87
P18-00524	AMAZON.COM	Supplies - Dance Dept.	09-4300-9010	609.32
P18-00525	TROXELL COMMUNICATIONS INC	Doc Camera - Tejada	09-4300-0000	255.47
P18-00528	AMAZON.COM	Supplies - Drama Dept.	09-4300-0000	562.71
P18-00529	Pearson Education	Supplies - Land	09-4300-0000	406.53
P18-00542	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	306.25
P18-00545	DICK BLICK COMPANY	Supplies - Weisgerber	09-4300-0000	287.08
P18-00549	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	61.25
P18-00551	CENGAGE LEARNING	Supplies - Ellsmore	09-4100-0000	3,277.01
P18-00575	DOVER PUBLICATIONS, INC	Supplies - Marks	09-4300-1100	106.38
Total Location				86,586.70
Location Child Development (51)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51)				
P18-00452	Learning Genie Inc.	Learning Genie App	12-5801-6105	7,875.00
P18-00496	COMMUNITY PLAYTHINGS	Kwoods gates for LOFTS	12-4300-6105	1,688.70
P18-00497	Learning Genie Inc.	Kwoods Training	12-5801-6105	900.00
P18-00584	AT&T	Child Development Ad	12-5890-6105	1,548.00
Total Location				12,011.70
Location Cordua Elementary (07)				
P18-00583	MJJ Sales, Inc.	Umbrellas	01-4300-1100	1,351.35
Location Covillaud Elementary (09)				
P18-00518	Waterford Research Institute	COV - Waterford Computer Lab	01-5801-0003	2,994.60
Location Custodial Supervisor (206)				
P18-00444	SHADD JANITORIAL SUPPLY	Districtwide Custodial Repairs 2017-2018	01-5641-0000	15,000.00
P18-00445	SHADD JANITORIAL SUPPLY	Districtwide Custodial Supplies 2017-2018	01-4320-0000	9,000.00
P18-00446	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	CUSTODIAL 2017-2018	01-4320-0000	800.00
Total Location				24,800.00
Location Facilities (66)				
P17-03954	Kirk S. Brainerd - Architect	8179 Cordua Legacy PA5	01-9510-0010	500.00
P18-00370	North American Technical Svcs	8157 Edgewater Restroom	01-6240-0010	1,100.00
P18-00417	OFFICE DEPOT B S D	Facilities	01-4300-0000	2,000.00
P18-00461	COPY CITY/BLUEPRINTS & MORE	Misc. Copies and Blueprints	01-4300-0000	50.00
Total Location				3,650.00
Location Foothill Intermediate (35)				
P18-00371	Dobitz Construction, Inc.	Cafeteria Table Install	01-6500-0000	6,796.00
P18-00465	OFFICE DEPOT B S D	CLASSROOMS	01-4300-0004	1,000.00
P18-00482	FISHER SCIENTIFIC	Jaecks	01-4300-3010	554.15
Total Location				8,350.15
Location Grounds (65)				
P17-03948	BOTANICA LANDSCAPES	GROUNDS/LHS/FACILITIES/BRCO	01-5801-0000	760.12
P17-03960	TWIN CITIES EQUIPMENT RENTAL	GROUNDS/LHS FOOTBALL PROJECT	14-9510-0000	546.73
P17-03968	Sunland Analytical Lab, Inc.	GROUND/LHS FOOTBALL FIELD	14-6180-0000	108.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P18-00459	BEYMER & SON WELL & PUMP	GROUNDS/LHS	01-5801-0000	4,748.00
P18-00462	KENTS TRUCKING	GROUNDS/LHS FOOTBALL FIELD	14-6170-0000	10,678.20
P18-00554	LINDA FIRE PROTECTION DISTRICT	GROUNDSWEED ABATEMENT	01-5801-0000	1,800.00
Total Location				18,641.05
Location Indian Education (108)				
P17-03942	Michael Allen Williams	cultural workshop	01-5801-9010	250.00
P18-00501	Tahoe Pure	Bottled Water	01-4300-4510	100.00
P18-00517	Indian Trader	INDIAN TRADER Newspaper	01-4300-4510	25.00
Total Location				375.00
Location Instruction (IMC) (110)				
P17-03949	PIAZZ PARTY RENTAL	Tables and Chairs for June PD Days	01-5630-0004	415.00
P17-03967	BE GLAD, LLC	BeGlad Training 2017	01-5801-4203	18,400.00
P18-00372	RENAISSANCE LEARNING, INC	Renaissance subscription for multiple sites	01-9510-4203	9,200.00
P18-00373	EMC PUBLISHING	GR7-8 EMC for FHS	01-5801-0004	119,326.20
P18-00374	EMC PUBLISHING	GR7-8 EMC for YGS	01-4100-0004	13,428.25
P18-00375	EMC PUBLISHING	GR7-8 EMC for CDS	01-4100-0004	80,089.03
P18-00376	EMC PUBLISHING	GR9-12 EMC for LHS	01-4100-0004	2,603.20
P18-00377	EMC PUBLISHING	GR9-12 EMC for CDS	01-4100-0004	126,321.89
P18-00378	EMC PUBLISHING	GR9-12 EMC for SLHS	01-4100-0004	9,645.05
P18-00389	EMC PUBLISHING	GR7-8 EMC for MCK	01-4100-0004	13,379.86
P18-00390	EMC PUBLISHING	GR9-12 EMC for Independent Study	01-4100-0004	38,100.64
P18-00391	Carnegie Learning	9-12 Carnegie Integrated Math 2017/18 Reorder LHS	01-4100-0004	9,690.35
P18-00392	GDW-G COMPUTER CENTER	Port Replicator	01-4100-0004	.01
P18-00401	Carnegie Learning	9-12 Carnegie Integrated Math 2017/18 Reorder DO	01-4300-0000	112.29
P18-00402	K-12 TEXTBOOKS	GR7 Social Science for YGS	01-4100-0004	.01
P18-00403	Carnegie Learning	9-12 Carnegie Integrated Math 2017/18 MHS	01-4100-0004	12,229.50
P18-00415	EMC PUBLISHING	GR9-12 EMC for MHS	01-4100-0004	13,835.25
P18-00427	Pearson Education	iLit PD for paraprofessionals	01-4100-0004	118,773.88
P18-00511	Houghton Mifflin Harcourt	GoMath 3rd Grade TE's	01-5801-4035	1,900.00
			01-4100-0004	258.18

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P18-00565	OFFICE DEPOT B S D	Office Supply Order	01-4300-0000	184.46
P18-00567	CDW-G COMPUTER CENTER	Laptop and port replicator	01-4410-0000	1,103.14
P18-00569	ROSEANN VANDERAA	CELDT Testing Consultant/Roseann Vanderaa	01-5801-0000	12,672.00
P18-00576	Illuminate Education, Inc.	Illuminate Education 2017-18	01-5801-0004	59,916.00
P18-00586	PIAZZ PARTY RENTAL	Tables and Chairs for Aug PD Days	01-5630-0004	428.60
Total Location				662,012.79
Location Linda Elementary (19)				
P18-00472	SPELLING CITY	SpellingCity Premium Membership (1 yr)	01-5801-0003	1,356.65
Location Lindhurst High (43)				
P18-00395	CENGAGE LEARNING	Ag Textbooks	01-4100-6387	9,731.98
P18-00396	KING CLOTHING	ROTC Supplies	01-4300-0004	1,458.52
P18-00397	AMAZON.COM	ROTC Supplies	01-4300-0004	292.62
P18-00398	ADA BADMINTON & TENNIS	Athletic Supplies	01-4300-0000	811.88
P18-00409	AMAZON.COM	Student Schedule Forms	01-4300-0000	129.84
P18-00414	PTM Document Systems	Report Card Forms	01-4300-0000	1,107.54
P18-00428	AMAZON.COM	Podium	01-4300-0000	221.85
P18-00450	OFFICE DEPOT B S D	Admin 1009 Open PO	01-4300-0000	6,000.00
P18-00451	ACCREDITING COMMISSION FOR SCHOOLS	WASC Stamp	01-4300-0000	40.00
P18-00468	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	288.22
P18-00469	OFFICE DEPOT B S D	Classroom Supplies Open PO	01-4300-0003	6,000.00
P18-00470	PIAZZ PARTY RENTAL	Rentals	01-5630-0000	2,100.00
P18-00477	HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE Herff Jones		01-4300-0000	3,300.00
P18-00478	Scholastic, Inc. Magazines	Scholastic Magazine	01-4300-0003	244.98
P18-00479	Sysco Sacramento, Inc.	Culinary Supplies	01-4300-0000	1,600.00
P18-00480	B & H PHOTO	Classroom Supplies/Ehrke	01-4300-0004	313.96
P18-00481	SCHOOL SPECIALTY	Office Chairs	01-4300-0000	696.05
P18-00484	WAL-MART COMMUNITY BRC	Greco	01-4300-0000	500.00
P18-00485	Chico Ceramics Center, LLC	Classroom Supplies	01-4300-0000	500.00
P18-00487	APPEAL DEMOCRAT	Honor Roll	01-5890-0000	980.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Lindhurst High (43) (continued)					
P18-00499	Agile Sports Technologies DBA Hudl	Football Software	01-5801-0000	999.00	
P18-00512	Houghton Mifflin Harcourt	Spanish Textbooks	01-4100-0004	3,918.43	
P18-00521	HOME DEPOT	Acrylic Mirrors	01-4300-0004	878.43	
P18-00543	SAM'S CLUB DIRECT	Television	01-4410-0000	723.43	
P18-00544	Lincoln Electric Cutting Systems	Plasma Cutter	01-6400-9023	27,915.30	
P18-00547	TEC-COM	LHS Camera Project	01-6210-0010	139,000.00	
P18-00550	ASTRONOMY	Classroom Supplies/Chambers	01-4300-0000	42.95	
P18-00563	AMAZON.COM	Classroom Supplies/Ehrke	01-4300-0004	173.19	
			01-4410-0004	703.58	
P18-00579	AMAZON.COM	Athletic Supplies/Softball	01-4300-0000	1,069.09	
P18-00585	SUTTER ORCHARD SUPPLY	Classroom Supplies/Moss	01-4300-0004	2,000.00	
P18-00587	CDW-G COMPUTER CENTER	Student computers	01-4410-0003	2,693.26	
P18-00588	CASH & CARRY	Culinary Supplies	01-4300-0004	8,500.00	
P18-00589	WAL-MART COMMUNITY BRC	Culinary Supplies	01-4300-0004	4,000.00	
P18-00590	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Classroom Supplies/Culinary	01-4300-0004	350.00	
Total Location				229,284.10	
Location Maintenance (63)					
P17-03945	LENNOX INDUSTRIES, INC.	MAINTENANCE/KYNOCH	01-4300-8150	200.47	
P17-03946	SHERWIN WILLIAMS	MAINTENANCE/LHS OFC CEILING	01-4300-8150	600.71	
P17-03947	AIR FILTER SUPPLY	MAINTENANCE/STOCK	01-4300-8150	495.66	
P17-03950	W.V. ALTON, INC.	MAINTENANCE/ELLA CAFE HVAC	01-5801-8150	759.83	
P17-03951	Kiz Construction	MAINTENANCE/LHS CULINARY	01-5642-8150	2,370.00	
P17-03952	Carrier Corporation	MAINTENANCE/LHS	01-5801-8150	1,205.00	
P17-03953	Anrak Corporation	MAINTENANCE/PAVING	14-5801-0000	4,550.00	
P17-03955	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE	01-9510-8150	24.67	
P17-03957	PORTABLE FACILITIES LEASING	MAINTENANCE/LHS/Office	01-9510-8150	3,780.56	
P17-03958	L & H AIRCO	MAINTENANCE/Alt Ed/YF	01-9510-8150	562.50	
P17-03959	RUSSELL & BOALS PAINTING, INC.	MAINTENANCE/LHS OFFICE CEILING	01-9510-8150	958.00	
P17-03961	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLER	01-5801-8150	1,220.00	
P17-03962	KNIFE RIVER CONSTRUCTION	MAINTENANCE/DO PAVING	14-9510-0000	33,183.03	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P18-00424	AMAZON.COM	Phone Charger	01-4300-8150	18.39
P18-00458	AMERICAN CHILLER SERVICE INC	MAINTENANCE/ LHS CHILLER	01-5642-8150	3,502.00
P18-00460	SHERWIN WILLIAMS	MAINTENANCE/2017-2018	01-4300-8150	3,000.00
P18-00464	UNITED LABORATORIES	MAINTENANCE	01-4300-8150	244.47
P18-00509	GRAINGER	MAINTENANCE/TOBY	01-4300-8150	196.91
P18-00510	Tahoe Pure	Bottled Water DOB/LRE/FHS/COR	01-4300-8150	9,000.00
P18-00513	KONE Inc.	MAINTENANCE/ELLA	01-5801-8150	500.00
P18-00560	Carpet II Inc. DBA Premier Floors	MAINTENANCE/LHS OFFICE	14-5642-0000	13,096.86
Total Location				79,469.06
Location Marysville High (45)				
P17-03943	CLOSE LUMBER	Fencing for Softball Field	01-4300-8150	2,541.26
P18-00394	CENGAGE LEARNING	Ag Textbooks	01-4100-9023	19,463.95
P18-00423	GOVCONNECTION, INC.	Samsung Toner for ML4020 printer	01-4300-6500	201.60
P18-00466	OFFICE DEPOT B S D	Classroom Supplies 5297	01-4300-0004	500.00
P18-00467	OFFICE DEPOT B S D	Classroom Supplies 5299	01-4300-0003	3,000.00
P18-00473	NEWSBANK, INC. 397 MAIN STREET	News Bank Annual Subscription	01-5801-3010	3,875.00
P18-00474	CAROLINA BIOLOGICAL SUPPLY CO	Science Supplies	01-4300-0003	1,104.96
P18-00475	Custom Ink	Link Crew T-Shirts	01-4410-0003	553.59
P18-00483	AMAZON.COM	Ink	01-4300-0004	711.68
P18-00519	OFFICE DEPOT B S D	Admin/Counseling Office Supplies	01-4300-0000	129.88
P18-00520	LEARNING FOR LIVING, INC.	Retreat Books - Teacher Resource	01-4300-0004	5,000.00
P18-00526	WAL-MART COMMUNITY BRC	Retreat Supplies/Refreshments	01-4300-0000	283.80
P18-00527	CASH & CARRY	Groceries for Retreat	01-4300-0000	1,500.00
P18-00541	One Circle Foundation	Boy's Council Program Curriculum	01-4300-3010	500.00
P18-00548	CDW-G COMPUTER CENTER	ASB Yearbook Computers	01-4410-9010	1,050.03
Total Location				9,352.80
Location McKenney Intermediate (37)				
P18-00515	B.E. PUBLISHING SALES DEPARTMENT	GOOGLE DOCS SUBSCRIPTION	01-5801-3010	49,768.55
				1,097.50

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73)				
P17-03956	CAMELIA SAUCEDO, PETTY CASH NUTRITION SERVICES	Nutrition Services Petty Cash 16/17 SY	13-4313-5310	6.16
			13-4712-5310	137.31
P17-03964	REFRIGERATION SOLUTIONS, INC.	PWC DO Walk-In Freezer Repair Bd App 7/18/17	13-5641-5310	4,910.11
P17-03965	W.V. ALTON, INC.	PWC Kynoch Exhaust Fan Bd App 7/18/17	13-5641-5310	3,914.00
P17-03966	W.V. ALTON, INC.	PWC LHS Pizza Exhaust Fan Bd App 7/18/17	13-5641-5310	1,278.00
P18-00369	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	Annual Kitchen Permits	13-5890-5310	8,725.92
P18-00410	GOLDEN BEAR ALARMS	Alarm Monitoring Service	13-5581-5310	984.00
P18-00411	Encore Oils	Grease Trap Pump	13-5641-5310	125.00
P18-00412	RB SPENCER	Refrigeration Preventative Maintenance	13-5641-5310	6,675.00
P18-00413	BIG TRAY	Replacement Sneeze Guard for Salad Bar	13-4300-5310	146.14
P18-00486	Badge-A-Minit	Button Maker Supplies	13-4300-5310	12.94
P18-00489	Bell Tasty Foods Inc.	Direct Food Order for Warehouse	13-9325-5310	5,904.00
P18-00490	GOODMAN FOODS	Direct Food Order for Warehouse	13-9325-5310	7,971.46
P18-00491	Fat Cat Scones	Direct Food Order for Warehouse	13-9325-5310	5,668.40
P18-00492	WAWONA FROZEN FOODS	Direct Food Order for Warehouse	13-9325-5310	1,758.28
P18-00493	OFFICE DEPOT B S D	Open PO for 2017/2018 School Year	13-4300-5310	6,000.00
P18-00494	RB SPENCER	Kitchen Refrigeration Equipment Repair	13-5641-5310	12,000.00
P18-00495	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation 8/1/17-9/29/17 (not 9/4)	13-4716-5310	429.00
			13-9325-5310	1,508.87
P18-00505	LAND O'LAKES, INC	Direct Food Order for Warehouse	13-9325-5310	5,807.00
P18-00506	Trade Supplies, Inc.	Direct Food Order for Warehouse	13-9326-5310	2,707.13
P18-00507	LA TAPATIA TORTILLERIA, INC	Open PO 17/18 SY Tortilla Products	13-4717-5310	15,000.00
P18-00508	LA TAPATIA TORTILLERIA, INC	Direct Order of Tortilla Chips for Warehouse Inv	13-9325-5310	710.00
P18-00533	ADVANCE PIERRE FOODS	Direct Food Order for Warehouse	13-9325-5310	8,409.76
P18-00534	Crown Distributing	Direct Food Order for Warehouse	13-9326-5310	2,257.78
P18-00535	INTEGRATED FOOD SERVICES	Direct Food Order for Warehouse	13-9325-5310	8,984.65
P18-00536	Rich Chicks, LLC	Direct Food Order for Warehouse	13-9325-5310	12,184.80
P18-00537	Sysco Sacramento, Inc.	Direct Food Order for Warehouse	13-9325-5310	1,117.77
			13-9326-5310	6,406.03

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Includes Purchase Orders dated 07/01/2017 - 08/01/2017

Board Meeting Date August 22, 20107

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P18-00538	Sysco Sacramento, Inc.	Smallware supplies per Distribution attached	13-4300-5310	2,536.25
			13-9326-5310	467.94
P18-00546	SCHWAN'S FOOD SERVICE	Direct Food Order for Warehouse	13-9325-5310	12,657.36
P18-00552	DANIELSEN COMPANY	Open PO for 17/18 SY Food & Supplies to Kitchens	13-4313-5310	35,000.00
			13-4717-5310	385,000.00
P18-00553	Sysco Sacramento, Inc.	Open PO for 17/18 Food & Supplies to Kitchens	13-4313-5310	11,000.00
			13-4717-5310	44,000.00
Total Location				622,401.06
Location Personnel (113)				
P18-00418	CAPITAL LIVE SCAN	FINGERPRINTING 2017-2018	01-5810-0000	9,000.00
P18-00419	OFFICE DEPOT B S D	OFFICE SUPPLIES FOR 2017-2018 SCHOOL YEAR	01-4300-0000	2,000.00
Total Location				11,000.00
Location Print Shop (67)				
P18-00581	SMS TECH SOLUTIONS	Adobe Creative Cloud	01-5801-0000	266.64
Location Pupil Services (202)				
P18-00307	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	Medical Waste 2 Year Permit	01-5890-0000	155.82
P18-00379	FOUR SEASONS TRAVEL	travel for NPS students	01-5860-6512	3,000.00
P18-00380	WAL-MART COMMUNITY BRC	dental van	01-4300-9014	500.00
P18-00381	WAL-MART COMMUNITY BRC	Open PO for mental health clinicians	01-4300-6512	2,500.00
P18-00382	WAL-MART COMMUNITY BRC	PUPIL SERVICES	01-4300-0000	500.00
P18-00383	WAL-MART COMMUNITY BRC	open po for walmart	01-4300-6512	2,500.00
P18-00429	MYERS-STEVENSON & CO INC	field trip for LHS ESY students	01-5890-6500	35.00
P18-00516	SCREENFLEX PORTABLE PARTITIONS	Linda School Health	01-4410-0000	2,084.07
P18-00562	OFFICE DEPOT B S D	Health/Dental Van	01-4300-0000	2,000.00
P18-00568	OFFICE DEPOT B S D	Psych Services	01-4300-0000	4,000.00
Total Location				17,274.89
Location Purchasing (104)				
P18-00112	PITNEY BOWES INC ATTN: GOV'T PURCHASE ORDERS	Postage Meter Rental/Software 17/18	01-5630-0000	649.50
			01-5801-0000	504.00

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Includes Purchase Orders dated 07/01/2017 - 08/01/2017

Board Meeting Date August 22, 20107

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Purchasing (104) (continued)				
P18-00393	ADVANCED INTEGRATED PEST MANAGEMENT	Burrowing Rodent Control 2017-18	01-5582-0000	5,085.00
P18-00404	GOLDEN BEAR ALARMS	Alarm Service 2017-18 S.Y.	01-5581-0000	25,860.00
P18-00555	ID VILLE	Purchasing Department	01-4300-0000	595.58
Total Location				32,694.08
Location South Lindhurst (47)				
P18-00476	Ascend Education	Ascend Math	01-5801-3010	5,350.00
P18-00577	MYERS-STEVENSON & CO INC	South LHS	01-5890-1100	500.00
P18-00578	Edmentum	Edmentum	01-5801-0003	4,180.00
Total Location				10,030.00
Location Student Discipline/Attendance (109)				
P18-00530	AMAZON.COM	Discipline Books	01-4300-0000	440.36
P18-00566	Safety Sign	Safety Signs	01-4300-0000	289.72
P18-00574	WAL-MART COMMUNITY BRC	OPEN PO FOR WALMART	01-4300-0000	500.00
Total Location				1,230.08
Location Technology (102)				
P18-00384	AMAZON.COM	Office Supplies	01-4300-0000	26.84
P18-00385	AMAZON.COM	Macbook Adapter	01-4300-0000	62.76
P18-00595	Arej Jones Educational	Lightspeed Content Filtering	01-5801-0000	40,000.00
Total Location				40,089.60
Location Transportation (69)				
P18-00387	AMAZON.COM	First Aide/CPR/AEC Participant's Manual	01-4300-0230	298.39
P18-00388	NORTHERN TOOL & EQUIPMENT CO	Jet Bandsaw	01-4410-0230	1,384.52
P18-00463	SHADD JANITORIAL SUPPLY	TRANSPORTATION	01-4300-0230	1,000.00
P18-00504	Forklift Sales of Sacramento	TRANSPORTATION/Forklift parts	01-4364-0230	1,000.00
P18-00514	Powered Outdoor Equipment Co.	TRANSPORTATION/Parts	01-4364-0230	2,500.00
P18-00532	Powered Outdoor Equipment Co.	TRANSPORTATION/Repairs	01-5641-0230	2,500.00
P18-00539	ARNE'S PAINT STORE INC.	TRANSPORTATION	01-4300-0230	1,000.00
P18-00556	Garton Tractor, Inc.	TRANSPORTATION/Parts	01-4364-0230	500.00
Total Location				10,182.91
Location Warehouse (71)				

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Includes Purchase Orders dated 07/01/2017 - 08/01/2017

Board Meeting Date August 22, 20107

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71)				
P18-00400	AMAZON.COM	Clipboards	01-4300-0000	73.09
P18-00405	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	15,649.04
P18-00498	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	180.56
P18-00503	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	2,614.72
P18-00557	THE TREE HOUSE	Whs Stock 17-18 SY	01-9320-0000	1,788.45
P18-00558	CDW-G COMPUTER CENTER	Whs Stock 17-18 SY	01-9320-0000	2,895.73
P18-00559	Everything Medical	Whs Stock 17-18 SY	01-9320-0000	1,177.54
P18-00561	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	441.92
P18-00594	K/P EDUCATIONAL SERVICE	Warehouse Stock 2017-18 S.Y.	01-9320-0000	508.48
Total Number of POs			Total Location	25,329.53
242			Total	4,782,253.54

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	11	10,818.05
09	Chtr Schs	1	800.00
13	Cafeteria	4	10,245.58
14	Def Maint	2	4,658.00
Total Fiscal Year 2017			26,521.63
01	Gen Fund	167	3,988,273.21
09	Chtr Schs	23	85,786.70
12	Child Dev	4	12,011.70
13	Cafeteria	26	612,155.48
14	Def Maint	4	57,504.82
Total Fiscal Year 2018			4,755,731.91
Total			4,782,253.54

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PO Changes

	Fund/		Description	Change Amount
	New PO Amount	Object		
P18-00264	37,516.89	14-6170	Def Maint/Land Impro	7,831.84
Total PO Changes				7,831.84

Grant Award Notification

GRANTEE NAME AND ADDRESS Marysville Joint Unified School District 1919 B Street Marysville, CA 95901-3731				CDE GRANT NUMBER			
				FY 17	PCA 14332	Vendor Number 7273	Suffix 00
Attention Gayle Todd, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY 58
Program Office Marysville Joint Unified School District				Resource Code 5630	Revenue Object Code 8290		INDEX 0604
Telephone 530-741-6000							
Name of Grant Program Education for Homeless Children and Youth							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$26,812		\$26,812		7/1/17	6/30/18	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.196A	S196A17005	Education for Homeless Children and Youth			U.S. Department of Education		
<p>I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) and completed 2017-18 Grantee Budget Request within 10 days of receipt to:</p> <p style="text-align: center;">Shoshannah Fuentes, Associate Governmental Program Analyst Coordinated School Health & Safety Office California Department of Education 1430 N Street, Suite 6408 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Shoshannah Fuentes				Job Title Associate Governmental Program Analyst			
E-mail Address sfuentes@cde.ca.gov					Telephone 916-319-0384		
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i>					Date July 26, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Gay Todd, Ed.D.				Title Superintendent			
E-mail Address gtodd@mjUSD.com					Telephone (530) 749-6101		
Signature <i>Gay Todd</i>					Date 08/08/17		

Marysville Joint Unified School District



Amendment to BRCO Constructors, Inc., Contract

Both parties agree that the term for the BRCO Constructors, Inc. contract dated May 23, 2017 shall be amended from the amended amount of \$18,000.00. to the new amount of \$38,300.00. Scope of work was changed to add the seal and stripe to the parking lot on the bus loop, as well as to seal and stripe the hardcourt.


Contractor Name BRCO Constructors, Inc.

Authorized Signature. Tod Burres

Date. 8/9/2017

District Acceptance. 

Michael Hodson, Assistant Superintendent of Business Services

Business Services Department
Approval: 
Date: 8-10-17

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8179 Cordua Legacy Parking lot
Marysville Joint Unified School District

R-17-03648

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 23, 2017 (Insert Board meeting date or ratification date), by and between BRCO Constructors, Inc hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

Eighteen thousand hundred and 00/100 Dollars (\$ 18,000.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: A & B (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About Us/Library/Licensing Classifications/](http://www.cslb.ca.gov/About%20Us/Library/Licensing%20Classifications/) and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May 24 2017 (insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by July 24 2017.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

X	Noncollusion Affidavit	on	ATTACHMENT G - Withholding Exemption Certificate - CA Form 590
X	ATTACHMENT A - Contractor Certification Form	on	ATTACHMENT H - W9 Form
X	ATTACHMENT B - Terms and Conditions (5 pages)	on	ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J - Scope of Work
on	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

68-0125305
 Employer Identification Number

License No: 511602 Classification: ~~002~~ A/B TB Expiration Date: 6/30/2019

(District Use Only: License verified by Julie Brown Date: 5/10/2017)
 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: BRCO CONSTRUCTORS, INC.

Contractor Address: _____
 3650 Cincinnati Ave
 Rocklin, CA 95765

Phone: (916) 253-9373

TB PRES
 Email: tbpres@brcoconstructors.com

Print Name: TOD RUPPEL

Title: VICE PRESIDENT

Authorized Signature: [Signature]

District Acceptance: [Signature]
 Ryan DiGiulio, Assistant Superintendent of Business Services

Date: 5/23/17
 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):

TOD BURREES
BRUCE VON AFSCH
JEREMY WHITLOW
KEVIN SEAVEN

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: MAY 11, 2017BRCO Constructors (Company)

Tod Burrees (Authorized Signature)

TOD BURREES (Print Name)

VICE PRESIDENT (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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 1173.6.

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 1776.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, 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 certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1726.6, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2016, and any contract for public work awarded on or after April 1, 2016. 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, 2016, 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 Contractor 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 agree 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 apprenticeship craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any 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 this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or these specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

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

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

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

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

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



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

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

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

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

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

ARTICLE 6. 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 8. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

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

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

Revised 02-20-2017

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 9. 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 guarantees or warranty certificates upon completion of the project.

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CA3000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

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

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

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

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

- The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 26117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4216 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 killed 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) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



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

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

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

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

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

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

If the matter 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 2018, 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 24 2017
(Insert date after Board approval date or ratification date)
consisting of Article 1 through Article 24



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 black ink, appearing to read "Todd Burpees", is written over a horizontal line.

Signature, Contractor's Authorized Representative

TOD BURPEES

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 95801.

PROJECT NAME OR CONTRACT NO.: Cordua Parking between the
Marysville Joint Unified School District ("District" or "Owner") and BRCO Contractors Inc. CONSTRUCTORS, INC.
("Contractor" or "Bidder").

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

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

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

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

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

Name: _____

Title: _____

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

☒

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

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

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

☐ Other, describe:

DISTRICT

Signature: _____

Title: Lead Supervisor M&O

Date: 5-11-17

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.: Cordia Parking
between Marysville Joint Unified School District (the "District" or the "Owner") and
BRCO Constructors, Inc. (the "Contractor" or the "Bidder").

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

Date: MAY 11, 2017
Proper Name of Contractor: BRCO Constructors, Inc.
Signature: Tod Rues
Print Name: TOD RUES
Title: VICE PRESIDENT

(Remainder of page left blank intentionally)

5/10/2017

California Department of Industrial Relations - Contact DIR

State of California

Department of Industrial Relations

Attachment F

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works	Public Works Contractor (PWC) Registration	1000000205 Contractor Details						
Public Works Contractor (PWC) Registration This is a listing of current and active PWC registrations pursuant to the Public Works Contractors Act of 2009. Enter at least one search criteria to display active registered contractors. Registration Year: <input type="text" value="Current Fiscal Year: 2017"/> PWC Registration Number: <input type="text" value="example: 1234567890"/> Contractor Legal Name: <input type="text" value="group"/> License Number: <input type="text" value="example: 123456"/> County: <input type="text" value="Select County"/> <input type="button" value="Search"/>		<table border="1"> <thead> <tr> <th>Contractor Information</th> <th>Legal Entity Information</th> <th>Workers' Compensation</th> </tr> </thead> <tbody> <tr> <td> Legal Name BRCC CONSTRUCTORS, INC. Trade Name License Number(s) CSLB 511802 Mailing Address 3650 CINCINNATI AVENUE ROCKLIN, CA 95765 Physical Address 3650 CINCINNATI AVENUE ROCKLIN, CA 95765 Email Address MROTH@BRCCCONSTRUCTORS.COM </td> <td> Legal Entity Type CORPORATION </td> <td></td> </tr> </tbody> </table>	Contractor Information	Legal Entity Information	Workers' Compensation	Legal Name BRCC CONSTRUCTORS, INC. Trade Name License Number(s) CSLB 511802 Mailing Address 3650 CINCINNATI AVENUE ROCKLIN, CA 95765 Physical Address 3650 CINCINNATI AVENUE ROCKLIN, CA 95765 Email Address MROTH@BRCCCONSTRUCTORS.COM	Legal Entity Type CORPORATION	
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Search Results One registered contractor found. 1								
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View	BRCC CONSTRUCTORS, INC.	1000000205						

v2.20100101

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CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 511602

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 7124.5) 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 5/10/2017 1:12:41 PM

Business Information

BRCO CONSTRUCTORS INC
3850 CINCINNATI AVE
ROCKLIN, CA 95765
Business Phone Number: (916) 253-9373

Entity Corporation
Issue Date 06/04/1987
Expire Date 06/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

There is Complaint Disclosure Information for this license.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Bonding InformationContractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 103899098
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRIAN SCOTT ROTH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 11/10/2014
The qualifying individual MATTHEW SEAN ROTH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 11/10/2014

Workers' Compensation

144

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY
Policy Number: SWC1128973
Effective Date: 10/01/2016
Expire Date: 10/01/2017
Workers' Compensation History

Other

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



Attachment F

BRCOCONSTRUCTORS, INC.

To: Marysville JUSD

Date: 4/8/17

Re: Parking Lot Improvements at Cordua ES

BID ITEMS:

1. Asphalt overlay w/ edge grind as necessary
2. Seal coat new asphalt after 30 day cure, striping, and signage per plans sheets C0.1, C1.1, and C1.2

TOTAL: \$18,000.00**EXCLUSIONS**

- ❖ Any item not specifically noted as included above is considered excluded.
- ❖ Blasting and/or rock excavation.
- ❖ Removal of hazardous, contaminated or buried materials.
- ❖ Irrigation replacement or repair.
- ❖ Sand or rock below concrete
- ❖ Installation/repair of any underground utilities
- ❖ Asphalt, header board, and/or concrete.
- ❖ Processing of soils that are saturated or unsuitable for compaction (Site must be dry).
- ❖ Dust control, SWPPP, hydro-seeding, and/or any erosion control measures.
- ❖ BOND, construction water, staking, permits, fees inspections, and/or compaction testing.
- ❖ Repair to existing sidewalk or asphalt due to construction operations

PAYMENT/LEGAL CLARIFICATIONS AND INFORMATION

- Proposal valid for fifteen (15) days.
- The Owner shall indemnify BRCO to the fullest extent permitted by law from and against any and all claims from the operations performed.
- Not responsible for any damage to unmarked/unknown utilities

Thank you for the opportunity to provide our quotation for this project.

Sincerely,
Tod BurresTod Burres
BRCO Constructors, Inc.

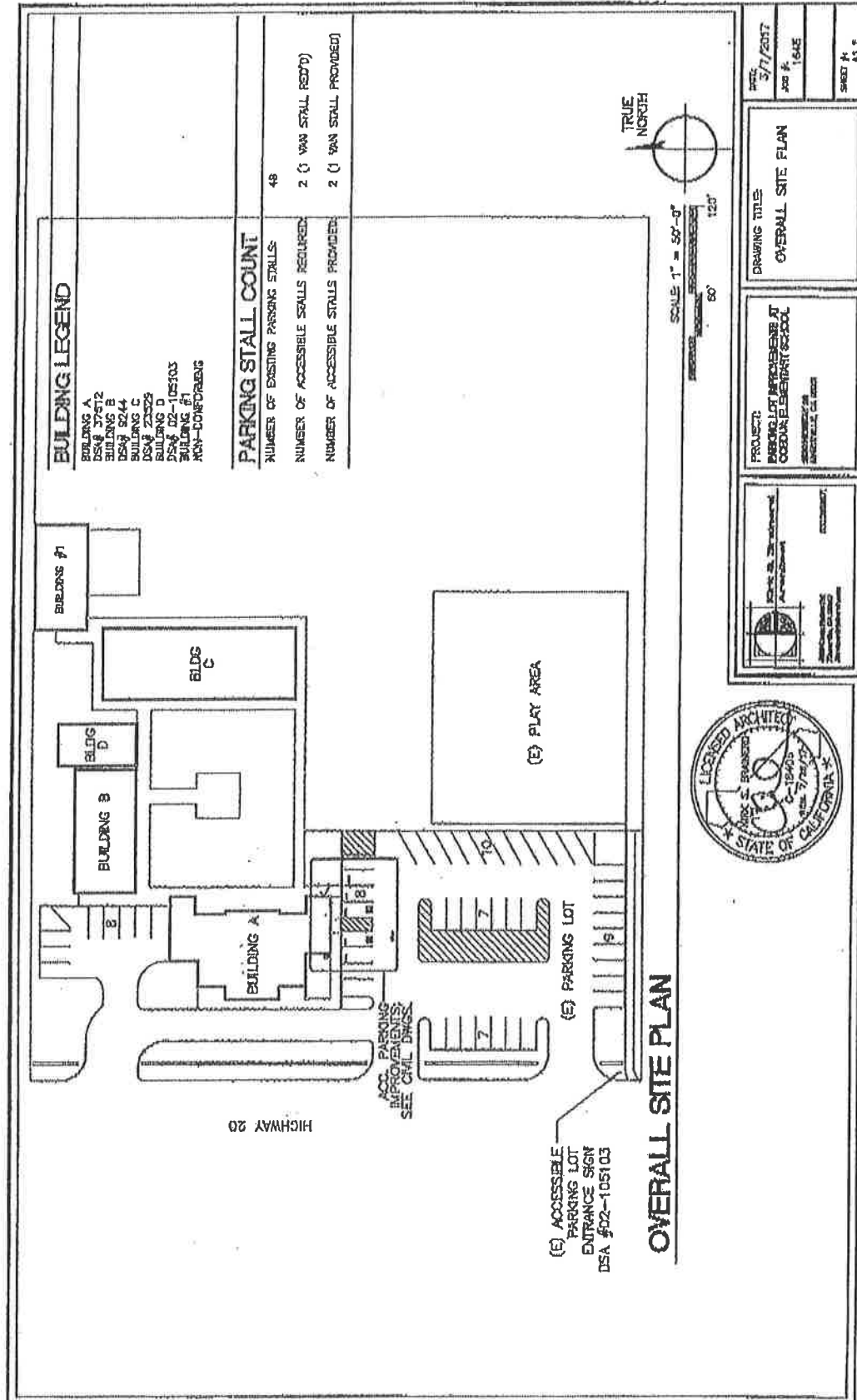
Acceptance Date: 5/23/17

x 

Name: Ryan DiGiulio

Asst. Supt. of Business Services

<h1 style="text-align: center;">PARKING LOT IMPROVEMENTS AT CORDUA ELEMENTARY SCHOOL</h1>		<h2 style="text-align: center;">SHEET INDEX</h2>	
<h3 style="text-align: center;">APPLICABLE CODES</h3> <p>2016 CALIFORNIA BUILDING STANDARDS CODE (COR, TIT. 24) CODES EFFECTIVE JAN. 1, 2017:</p> <p>PART 1 - CALIFORNIA ADMINISTRATIVE CODE PART 2 - CALIFORNIA BUILDING CODE PART 3 - CALIFORNIA ELECTRICAL CODE PART 4 - CALIFORNIA MECHANICAL CODE PART 5 - CALIFORNIA PLUMBING CODE PART 6 - CALIFORNIA ENERGY CODE PART 7 - CALIFORNIA HISTORIC PRESERVATION CODE PART 8 - CALIFORNIA FIRE CODE PART 9 - CALIFORNIA GREEN BUILDING CODE PART 10 - CALIFORNIA GREEN BUILDING STANDARDS CODE PART 11 - CALIFORNIA REFERENCED STANDARDS CODE</p>		<h3 style="text-align: center;">NOTES</h3> <p>CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDING OR DELETING A CHANGE DESIGNATION, TITLE 24, CODE APPROVED BY DSA, AS REQUIRED BY SECTION 4-332, PART 1, TITLE 24, COR.</p> <p>A "DSA CERTIFIED" PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1.</p> <p>THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, COR. SHOULD ANY EXISTING CONDITIONS SUCH AS INTERFERENCE OR NON-COMPLIANCE BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS, THE FINISHED WORK WILL NOT COMPLY WITH THE CONTRACT DOCUMENTS. THE FINISHED WORK SHALL BE SUBJECT TO THE DSA AND SCA INSPECTION. ANY DISCREPANCY, OMISSION, OR CONTRADICTION SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE WORK. (SECTION 4-317(C), PART 1, TITLE 24, COR.)</p>	
<h3 style="text-align: center;">VICINITY MAP</h3> <p style="text-align: right;">2830 HIGHWAY 20 MARYSVILLE, CA 95901</p>		<h3 style="text-align: center;">SCOPE OF WORK</h3> <p>ADA IMPROVEMENTS TO PARKING STALLS</p>	
		<div style="display: flex; justify-content: space-between;"> <div> <p>PROJECT: PARKING LOT IMPROVEMENTS AT CORDUA ELEMENTARY SCHOOL</p> <p>2830 HIGHWAY 20 MARYSVILLE, CA 95901</p> </div> <div> <p>DATE: 5/17/17</p> <p>SHEET # 1 OF 5</p> <p>SHEET 4 OF 5</p> </div> </div>	
<h3 style="text-align: center;">APPLICABLE CODES</h3>		<h3 style="text-align: center;">SHEET INDEX</h3>	
<h3 style="text-align: center;">NOTES</h3>		<h3 style="text-align: center;">SCOPE OF WORK</h3>	
<h3 style="text-align: center;">VICINITY MAP</h3>		<h3 style="text-align: center;">SHEET INDEX</h3>	

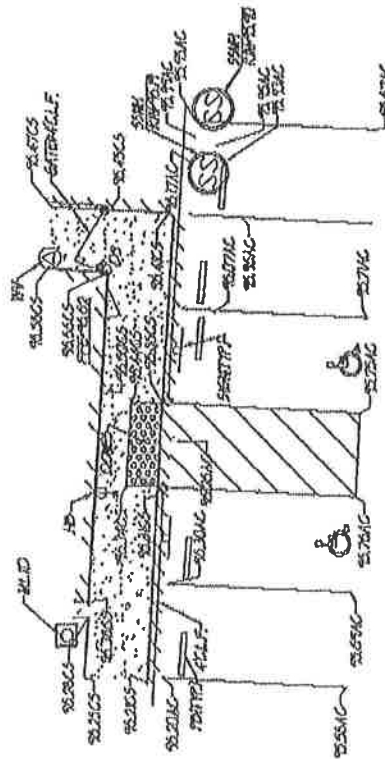


EXISTING TOPOGRAPHY

- FENCE TYPE NOTED
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- GROUND ELEVATION
- HARD SURFACE ELEVATION

EXISTING UTILITIES

- DOWNSPOUT
- SANITARY SINKER MANHOLE
- SANITARY SINKER CLEAREUT
- WATER VALVE
- HOSE DRESS



1" = 10'

1" = 10'

1" = 10'

1" = 10'

1" = 10'

TPM LIST

NUMBER	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	CPS MAG HOLE	93557	20000	9457
2	CPS MAG HOLE	93234	98270	9470

DATE OF SURVEY: 2/15/2017

THE SUBJECT PROPERTY IS LOCATED IN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP COMPILED DATED FEBRUARY 18, 2011

NOTE: EXISTING UTILITIES BASED ON THESE SURFACE STRUCTURES ONLY.



WARREN CONSULTING ENGINEERS, INC.
1117 WILSON BLVD., SUITE 110
DORLAND, CA 94521



DATE: 3/15/2017
SHEET: 2 OF 2
PROJECT: TOPOGRAPHIC MAP


PROJECT: FLOOD LOT IMPROVEMENTS AT CORONA ELEMENTARY SCHOOL
2001 MONTEVISTA
DORLAND, CA 94521

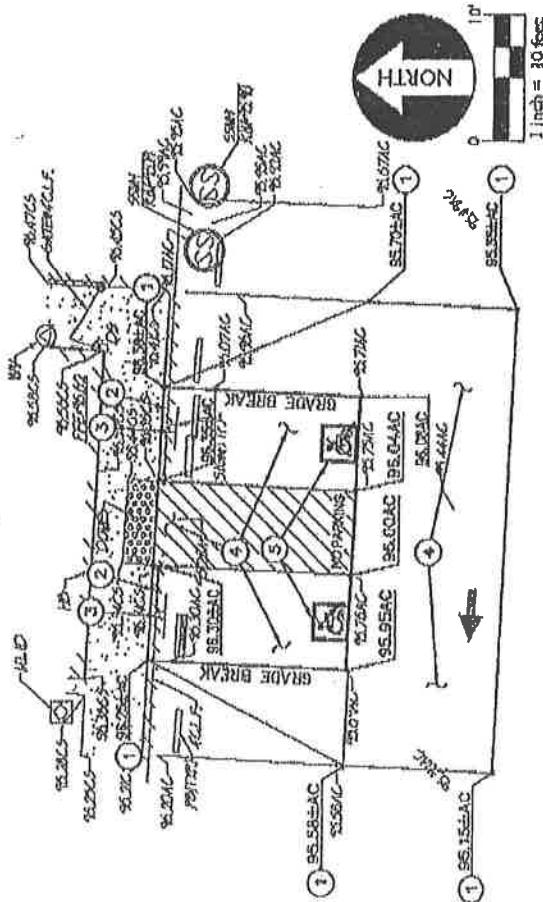
DATE: 3/15/2017
SHEET: 2 OF 2
PROJECT: TOPOGRAPHIC MAP

GENERAL PAVING NOTES:

- ALL NEW ASPHALT PAVING TO BE PROVIDED WITH SEALCOAT.
- SLOPE IN ACCESSIBLE STALLS AND LOADING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
- IN NEW ASPHALT AREAS, ALL EXISTING UTILITY BOXES WHETHER SHOWN OR NOT SHALL BE RAISED TO THE NEW ELEVATIONS.
- ANY ADDITIONAL STRIPING AND/OR LEGENDS REMOVED DURING CONSTRUCTION SHALL BE REPAINTED.

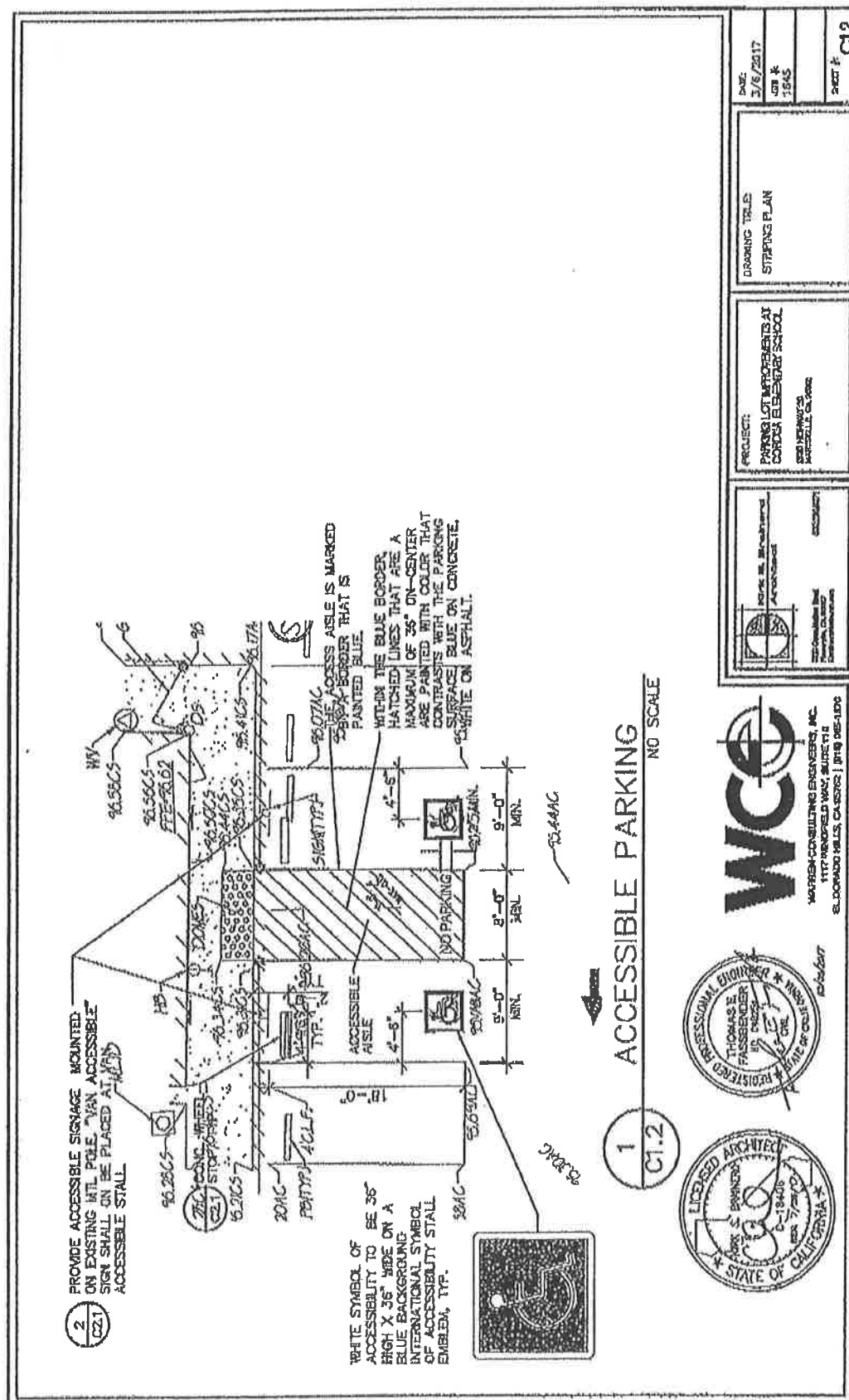
CONSTRUCTION NOTES

1. MATCH EXISTING GRADE/ELEVATION.
2. REMOVE FENCE FABRIC AS NECESSARY TO PLACE NEW ASPHALT. REPLACE FENCE FABRIC UPON COMPLETION OF PROJECT.
3. EXISTING ACCESSIBLE STALL SIGN POST TO REMAIN. REMOVE EXISTING SIGNS AND REPLACE WITH NEW SIGNS PER $\frac{2}{C2.1}$
4. 
5. PROVIDE ACCESSIBLE STRIPING PER $\frac{1}{C1.2}$



WCE
 WAREHOUSING CONSULTING ENGINEERS, INC.
 1147 WASHINGTON WAY, SUITE 100
 EL DORADO HILLS, CA 95762 | 916.565.1872

DATE 3/6/2017	PROJECT PARKING LOT IMPROVEMENTS AT CORONA ELEMENTARY SCHOOL 1001 HUNTERS BLVD DANFORTH, CA 94519	SHEET # C11
DRAWING TITLE CRACKING AND PARKING PLAN		



12'X18" ACCESSIBLE PARKING SIGNAGE MIN. 80 MIL THICK ALUMINUM PLATE WITH ENGINEER GRADE REFLECTIVE SHEETING, 3M BRAND OR APPROVED EQUAL, REF. CA MUTCD, SIGN R59(CA)

FOR VAN ACCESSIBLE STALLS
 PROVIDE ADDITIONAL 8'X12" SIGN STATING "VAN ACCESSIBLE" ON 60 MIL THICK ALUMINUM PLATE WITH ENGINEER GRADE REFLECTIVE SHEETING, 3M OR APPROVED EQUAL REF. CAL MUTCD, SIGN R7-5B

EXISTING POST.

NOTE: ALL BRACKETS AND HARDWARE USED SHALL BE GALVANIZED OR APPROVED EQUAL.

48" PRECAST CONCRETE WHEEL STOP

(2) #4 REBAR 18" LONG

EPOXY CEMENT TO ASPHALT

1 CONCRETE WHEEL STOP
 NO SCALE

12'X18" ACCESSIBLE PARKING SIGNAGE
 MIN. 80 MIL THICK ALUMINUM PLATE WITH ENGINEER GRADE REFLECTIVE SHEETING, 3M BRAND OR APPROVED EQUAL, REF. CA MUTCD, SIGN R59(CA)

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EXISTING POST.

NOTE: ALL BRACKETS AND HARDWARE USED SHALL BE GALVANIZED OR APPROVED EQUAL.

2 PARKING SIGNAGE
 C2.1 ACCESSIBLE STALLS (CALIFORNIA ONLY) NO SCALE

1 CONCRETE WHEEL STOP
 NO SCALE

12'X18" ACCESSIBLE PARKING SIGNAGE MIN. 80 MIL THICK ALUMINUM PLATE WITH ENGINEER GRADE REFLECTIVE SHEETING, 3M BRAND OR APPROVED EQUAL, REF. CA MUTCD, SIGN R59(CA)

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 C2.1 ACCESSIBLE STALLS (CALIFORNIA ONLY) NO SCALE

1 CONCRETE WHEEL STOP
 NO SCALE

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking****PART 1 - GENERAL****1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 016000, Construction Facilities and Temporary Controls.

1.03 QUALITY ASSURANCE

- A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- C. The representatives of the Owner's testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting inadequate compaction is the sole responsibility of the contractor.
- D. Contractor shall provide verification that asphalt mix temperature meets the requirements of this specification at time of application.
- E. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction is the responsibility of the contractor.
- F. Sieve analysis from testing laboratories identifying rock/sand percentages within the asphalt mix shall have a testing date within 90 days of contract signing.
- G. Sieve analysis from a testing laboratory identifying rock/sand percentages within the class 2 aggregate base rock shall have a testing date within 90 days of contract signing.

1.04 SUBMITTALS

- A. Refer to Section 013300.
- B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

ASPHALT CONCRETE PAVING

Section 321200
1645; Cordua Parking

1.06 WARRANTY

- A. Refer to General Conditions and Section 017838.

1.06 REFERENCES AND STANDARDS

- A. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 Inch (304.8 mm) Drop.
- B. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ANSI/ASTM D1557-02 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 Inch (457 mm) Drop.
- D. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).
- E. ANSI/ASTM D 422-63 Test Method for Particle Size Analysis of Soil.
- F. ANSI/ASTM D 4318-06 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.
- G. CALTRANS Standard Specifications.
- H. CAL-OSHA, Title 8, Section 1590 (e).
- I. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Transport, store and handle in strict accord with the local jurisdiction.
- B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

1.08 PROJECT CONDITIONS

- A. Environmental Requirements:
1. Base Course: Do not lay base course on muddy subgrade, during wet weather, or when atmospheric temperature is below 40 degrees F.
 2. Asphalt Surfacing: Do not apply asphaltic surfacing on wet base, during wet weather, or when atmospheric temperature is below 50 degrees F.

1.09 EXISTING SITE CONDITIONS

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

1.10 PROTECTION

- A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the owner's representative is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- D. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.
- E. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

1.11 SEASONAL LIMITS

- A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

1.12 TESTING

- A. General: Refer to Section 014000 - Quality Requirements.
- B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and backcharged to Contractor.

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

1. Cracks up to $\frac{1}{2}$ " : QPR model CAR08, 10oz asphalt crack filler; Star STA-FLEX Trowel Grade crack filler or approved equal.
 2. Cracks $\frac{1}{4}$ " – 1" : "Docal 1100 Viscolastic, distributed by Conoco, Inc., Elk Grove, CA, (916) 685-9253, or approved equal.
 2. Cracks greater than 1" : Hot Mix, Topeka.
- L. Reclaimed Asphalt Paugment (RAP). HMA Type A or Type B may be produced using RAP providing it does not exceed 15% of the aggregate blend.

2.02 MIXES

- A. General: Plant mixed conforming to State Specifications, Section 39, Type B, $\frac{1}{2}$ " maximum, medium grading. $\frac{3}{8}$ " maximum grading shall be used at hardcourt.
- B. Temperature of Hot Mix Asphalt: Not less than 275 degrees F nor more than 325 degrees F when added to aggregate.
- C. Temperature of Hot Mix Aggregate: Not less than 250 degrees F nor more than 325 degrees F when asphalt is added.
- D. Temperature of Hot Mix Asphalt Concrete: Asphalt shall be not less than 285 degrees at time of application, nor more than 350 degrees. Asphalt not meeting the required temperature shall not be used.
- E. Temperature of Warm Mix Asphalt: Mixing and placement; Per the approved manufactures heat range recommendations for mixing and placement.

PART 3 - EXECUTION**3.01 EXAMINATION OF CONDITIONS**

- A. Conditions of Work in Place: Subsurfaces which are to receive materials specified under this Section shall be carefully examined before beginning work hereunder, and any defects therein shall be reported, in writing, to the Architect. Work shall not be started until such defects have been corrected. Starting of work shall imply acceptance of conditions as they exist.

3.02 PREPARATION

- A. Sub-Grade: Clean, shape and compact to hard surface free from elevations or depressions exceeding 0.05' in 10' from true plan. Compact per Section 310000. Compaction and moisture content shall be verified immediately prior to placement of asphalt. Proof roll subbase in presence of geotechnical engineer prior to placement of aggregate base.

3.03 INSTALLATION

- A. Headers:

ASPHALT CONCRETE PAVING**Section 321200****1645; Cardua Parking**

1. General: Install as edging to asphalt paving, except where adjoining existing pavement, concrete curbs, walks or building.
2. Existing Headers: Remove existing headers where new paving will join existing. Saw cut existing asphalt to provide clean edge.
3. Lines and Levels: Install true to line and grade. Cut off tops of stakes 2-inches below top of header so they will not be visible on completion of job.

B. Asphalt Paving:

1. Base Course: Install in accord with State Specifications, Section 26. Compact to relative compaction of not less than 95%, ASTM D1557. The material shall be deposited on the subgrade in such a manner as to provide a uniform section of material within five percent tolerance of the predetermined required depth. Deposition will be by spreader box or bottom dump truck to prevent segregation of the material. The material so deposited on the subgrade shall have sufficient moisture which, in the opinion of the Architect is adequate to prevent excessive segregation. It shall then be immediately spread to its planned grade and cross section. Undue segregation of material, excessive drifting or spotting of material will not be permitted. If in the opinion of the site geotechnical engineer, the material is unsuitably segregated, it shall be removed or completely reworked to provide the desired uniformity of the material.
2. Sterilant: Apply specified material at manufacturer's recommended rate. Applicator of sterilant material shall be responsible for determining location of all planter areas. Apply specified material over entire base course area just prior to application of asphalt. Follow manufacturer's printed directions.
3. Liquid Asphalt Tack Coat: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed.
4. Asphalt Concrete Surface Course:
 - a. Comply with State Specifications, 39-6 except as modified below.
 - 1) Final gradation shall be smooth, uniform and free of ruts, humps, depressions or irregularities, with a minimum density of 95% of the test maximum density determined by California Test Methods #304 and 375. Maximum variation 1/8 inch in 10' when measured with steel straightedge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. In no case shall accessible parking spaces or loading and unloading areas exceed 2% slope in any direction.
 - 2) Asphalt material shall be delivered to the project site in a covered condition to maintain acceptable temperature. Onsite Inspector shall verify temperature of asphalt upon truck arrival to the site.

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

5. Placement and adjustment of Frames, Covers, Boxes and Grates: The Contractor shall set and adjust to finish grade all proposed and existing frames, covers, boxes, and grates of all manholes, drop inlets, drain boxes, valves, cleanouts, electrical boxes and other appurtenant structures prior to placement of asphaltic concrete.
6. Water Testing: All paved areas shall be water tested, to check drainage, in the presence of the project Inspector prior to placement of seal coat. The surface of asphalt paving shall not vary more than 1/8 inch above or below the grade established on the plans. If variations in grade are present, they will be corrected by overlaying paving and/or pavement removal and replacement as directed by the Architect.
7. Patching: Cut existing paving square and plumb at all edges to be joined by new paving. In trenches; grind existing asphalt on each side of trench 3" wide x 1/4 the depth of the section. Apply tack coat to vertical surfaces before installing new work. Warp carefully to flush surface, with seal over joints, and feather edge. Sawout, remove and patch existing paving where cutting is necessary for installation of piping or conduits under Divisions 2, 15 and 16.

C. Seal Coat:

1. Seal coat shall be applied no sooner than 30 days from time of asphalt placement.
2. Surface Preparation: surface shall be clean of all dirt, sand, oil or grease. All cracks shall be filled to a level condition after curing. Make multiple fill applications until a level condition is achieved. Failure to do so will be the reason for rejection. Hose down entire area with a strong jet of water to remove all debris. Remove soft, loose, or otherwise damaged areas of asphalt concrete to full depth of damage and replace with compacted hot mix asphalt concrete as specified herein. Minor holes and imperfections may be patched using hot mix asphalt or mastic using sand/SS-1-H. Use wire brush for removal of oil and grease; prime with shellac or synthetic resin as recommended by manufacturer of pavement sealer material.
3. Seal Coat Seal Application: Thoroughly mix materials and apply in the presence of the onsite Inspector. Failure to do so will be cause for rejection. Apply in accordance with manufacturer's written instructions.
 - a. The minimum application rate for each applied coat shall be 30gals per 1000 sq. ft. Two coats of sealcoat will be required.
 - d. Clean-Up and Precautions: As recommended by pavement sealer material manufacturer.

D. Asphalt Concrete Overlay Paving:

1. Comply with State Specifications, 39-6 except as modified below.
2. Grind or remove existing asphalt concrete paving at limits of overlay paving to provide a minimum 1 1/2" overlay thickness. Limits of grinding or removal shall be field verified to insure that finished paving surface will have a one percent minimum slope.
3. Thoroughly clean surface to remove vegetation, dirt, sand, gravel and water from

ASPHALT CONCRETE PAVING**Section 321200****1646; Cordua Parking**

- surface and from cracks. Vegetation shall be treated 7 days prior to removal with an herbicide.
4. Cracks greater than 1 inch shall be filled with hot mix asphalt and rolled and compacted. Cracks less than one inch shall be filled with crack filler. Potholes shall be filled with hot-mix rolled and compacted. Contractor shall have Engineer approve crack and pothole repair prior to overlay. Provide levelling courses of hot mix asphalt as required to achieve finish grades shown on the drawings.
 - a. Cracks less than one inch in width shall be level after curing. Contractor shall make multiple filling applications as necessary to achieve a level condition.
 5. Place overlay when ambient air temperature is 40 degrees F. and rising, and when pavement is dry.
 6. An asphalt tack coat shall be applied to existing surface area at a rate of 0.20 gallons per square yard. Application width shall be width of fabric plus 2 to 6 inches.
 7. Place, spread and compact asphalt overlay to provide a minimum density of 95% of maximum theoretical unit weight as determined by California Test Method #304. Maximum variation 1/8" in 10' when measured with steel straight edge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. Minimum compacted overlay thickness 1 1/2 inches.
- D. Pavement Marking: pavement markings shall be done only after the seal coat has thoroughly dried. Existing surfaces to be striped with traffic paint shall be cleaned of dust, dirt, grime, oil, rust or other contaminants which will impair the quality of work or interfere with proper bond of paint coats. Surfaces shall be thoroughly cleaned by whatever means necessary that will satisfactorily accomplish the purpose without damage to asphalt concrete. Provide measured layouts, temporary markings, templates, and other means necessary to provide required marking. Prepare and apply paint in accordance with manufacturer's instructions; paint shall be applied by spray and shall achieve complete coverage free from voids and thin spots. Where indicated on the Drawings, paint parking stall strips, lettering, arrows, accessible symbols, playfield markings, etc. on asphalt concrete paving. Paint strips shall be 4 inches wide (except otherwise indicated) and applied with two (2) coats of herein specified Traffic Line Paint; white (except as otherwise specified or indicated).
1. Paints shall be delivered to the site in unopened containers.
 - a. Paint shall not be diluted, or watered down.
 - b. Paint shall be applied in 10-12 wet mil thickness (4-6 mil dried). Each coat thickness shall be verified by the project Inspector.
 2. International Accessible Symbol: Symbol shall be white figures on a blue background. Blue shall be equal to color No. 15090 in Fed. Std. 6960. Lines and symbols shall be

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

accurately formed and true to line and form; lines shall be straight and uniform in width. Painted edges shall be clean cut and free from raggedness, and corners shall be cut sharp and square. Tolerances: Apply striping within a tolerance 1/2 inch in 50 feet. Apply markings and striping to widths indicated with a tolerance of 1/4 inch on straight sections and 1/2 inch on curved sections.

- E. Colors: As directed by Architect
- F. Precast Concrete Bumpers: Install in location where shown, using steel rebar dowels, and epoxy.

3.04 DEFECTIVE ASPHALT;

Defective asphalt is as described below.

- A. Exposed rock pockets on the finished surface that lack the # 8- #200 fines that is required per the sieve analysis.
- B. Asphalt not placed to the design grades.
- C. Asphalt that ponds water.
- D. Asphalt that was compacted below the minimum required temperature and is cracked.
- E. Asphalt that fails to meet the minimum compaction requirements.
- F. Asphalt that lacks the minimum thickness required per plan.
- G. New asphalt contaminated by a petroleum product, or spilled paint.
- H. Asphalt that has depressions, cracks, scored divits from dumpster wheels, heavy equipment use, heavy construction products,
- I. Asphalt placed on pumping, unstable sub-grades.

3.05 CLEANING

- A. Refer to Section 017400.
- B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.
- C. Clean excess material from surface of all concrete walks and utility structures.

MJUSD
Personnel Dept

JUL 31 2017

RECEIVED



RECEIVED JUL 24 2017

7/18/17

Amber Watson
Director, Nutrition Services
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901

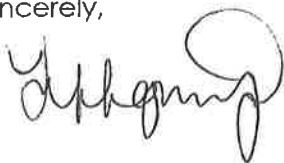
Dear Amber Watson,

Please except this letter of my formal notice of resignation from Nutrition Services, effective on 8/1/17. I have enjoyed my employment here and appreciate all I have learned. However I have decided to pursue my career in Early Childhood Education.

I hope this two week notice is sufficient for you to find a replacement for me. If I can help train my replacement or tie up any loose ends in the next two weeks, please let me know I would be more than happy to do so.

Thank you very much for the opportunity to work here!

Sincerely,



Tiffany Gray

MJUSD
Personnel Dept

AUG 01 2017

July 28, 2017

RECEIVED

To whom it may concern,

I am writing to inform you that I am resigning my position as a preschool para-educator effective immediately. I was offered a full time position with Live Oak Unified School District as their After School Program Coordinator. I truly enjoyed the time that I have spent with MJUSD and am grateful for all that I have learned working with the team at Olivehurst Elementary and Kathy Woods.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bianca Arredondo Johnson', written over a circular stamp.

Bianca Arredondo Johnson

JUL 24 2017

Cory Palu Casey

RECEIVED



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

July 24, 2017

To whom it may concern,

I would like to inform you that I will be resigning from my position as a para educator at Ella Elementary School on July 8, 2017.

Thank you for the opportunity for working in this position, which I very much enjoyed. Working at Ella Elementary was a great experience and learned a lot.

Thank You,



Cory Palu Casey



RECEIVED AUG 07 2017

MJUSD
Personnel Dept

AUG 08 2017

RECEIVED

8-7-17

Dear Amber,

I would like to inform you that I am resigning from my position as cafeteria assistant for the Marysville Joint Unified School District, effective August 14, 2017.

Thank you very much for the opportunities for professional and personal development that you have provided me during my employment. I have enjoyed working in the nutritional food service department and appreciate the support provided to me during my employment with the school district.

Sincerely,

Pamela Karcher

164

MJUSD
Personnel Dept

AUG 01 2017

RECEIVED

LeAnn Palu

S.T.A.R.S After School Program
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

July 31, 2017

To whom it may concern,

I would like to inform you that I will be resigning from my position as an after school program support specialist at Ella Elementary School on August 14, 2017.

Thank you for the opportunity, which I very much enjoyed working in S.T.A.R.S. It was a great experience and learned a lot.

Thank You,



LeAnn Palu

Mary Hicks

From: Jamie Xiong <jxiong2@mjud.k12.ca.us>
Sent: Thursday, July 27, 2017 3:10 PM
To: Mary Hicks
Subject: resignation letter

MJUSD
Personnel Dept

JUL 31 2017

RECEIVED

Jamie Xiong

July 27, 2017

Mary Hicks
Classified Personnel
MJUSD
1919 B Street
Marysville, CA 95901

Dear Mary,

I have enjoyed working with Johnson Park Elementary immensely over these years as a TK Para Educator.

However, I have accepted a position with another organization that will further my growth and development in my career.

I am, therefore, resigning from my post of Para Educator effective July 27, 2017.

It has been a genuine pleasure working for Marysville Joint Unified School District. Thank you for this great opportunity.

Sincerely,

Jamie Xiong

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STATEMENT OF WORK

Project Name:	Blade Enclosure	Seller Representative: Pat Hein 1-866-642-8073 pathei@cdw.com
Customer Name:	Marysville Joint Unified School District (CA)	
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	June 21, 2017	Solution Architect: Chris Shafer
Version:	1	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the date signed by both parties (the "SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we") and Marysville Joint Unified School District (CA) ("Customer" and "you").

PROJECT DESCRIPTION

PROJECT SCOPE

During the on-site service deployment process, the Provider service specialist will perform the following:

HARDWARE INSTALLATION:

- One (1) BladeSystem c7000 enclosure, including power supplies and fans (BladeSystem enclosure configuration includes setup of the HPE BladeSystem c-Class Onboard Administrator
- HPE Ethernet interconnects, including HPE Virtual Connect Ethernet and HPE Virtual Connect Fibre Channel modules, and InfiniBand into a single blade enclosure
- Install and Connect Nimble 10gb NIC
- Integration of Nimble SAN with c7000 enclosure
- ProLiant c7000 server blades, including server blade qualified options, into a single blade enclosure ProLiant workstation blades, including qualified options, into a single blade enclosure
- BladeSystem c7000 storage blades and SAN switch blades into a single blade enclosure

In addition, hardware deployment will include configuration of HPE Integrated Lights-Out (iLO) management processors and verify that the existing firmware is at a supported revision. If required, Provider may install available firmware updates to a supported level.

SOFTWARE INSTALLATION AND CONFIGURATION:

During the service deployment process, the Provider service specialist will download and install:

- The latest Service Pack for ProLiant (SPP) ISO images, as required
- HPE Integrated Lights-Out (iLO)
- HPE Insight Control server provisioning
- Configuration of the following advanced features: (tasks defined in pre-delivery process)
- High-availability design
- Virtual Router Redundancy Protocol (VRRP)
- Intelligent Resilient Framework (IRF)
- Authentication (TACACS+, AAA, and RADIUS) integration
- Routing protocols (other than static routes)

- Quality of service (QoS)
- Class of service (CoS)
- Load balancing
- Traffic shaping
- Spanning Tree integrations (advanced implementations)
- Security and access control lists (ACLs)
- Setup of virtual private networks (VPNs)
- Dual hop FCoE
- Virtual Connect stacked domains

Upon completion of the installation, Provider will conduct an informal training session on basic product usage and special features and will be available to answer questions and provide links to HPE documentation. We will also be available to support the migration from the existing blade chassis to the new blade chassis including application migration, data migration, and cutover to the new environment.

OUT OF SCOPE:

- Cabling

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$6,050.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

Project Milestones	Percentage	Fees
Completion of Work	100%	\$6,050.00
Totals	100%	\$6,050.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer for any time Seller's thereby idled or reassigned personnel would have spent on the project (calculated according to the rates specified under Professional Services Fees).
3. Seller may invoice Customer for any additional or different services prompted by Customer's inability to timely provide the Customer Components.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer will secure and maintain the confidentiality of all Seller personnel information.
6. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
7. Both parties have the right to terminate this SOW upon written notice to the other party.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person. The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller. This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

MISCELLANEOUS AND SIGNATURES

This SOW shall be governed by that certain Vendor Agreement 100614#CDW between CDW Government LLC and National Joint Powers Alliance effective December 1, 2014 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW is the proprietary and confidential information of Seller, provided however, nothing in this SOW or the Agreement shall prevent Customer from disclosing Seller's proprietary and confidential information to the extent required by law.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: Rachel Digitally signed
signature
Name: Heafner
Title: Heafner
Phone: 2017.08.14
E-mail: 15:08:01 -05'00'
Date:

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Marysville Joint Unified School District (CA)

By:
signature
Name:
Title:
Phone:
E-mail:
Date:

Mailing Address:

Street:
City/ST/ZIP:

Billing Contact:

Street:
City/ST/ZIP:

- ☐ A purchase order for payment under this SOW is attached.
☐ A purchase order is not required for payment under this SOW.

Seller Services Manager

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
Marysville Joint USD 1919 B Street Marysville, CA 95901	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work



**Subscriber Agreement ("Agreement")
made 05/22/2017 between Discovery Education, Inc. ("Discovery") and
CEDAR LANE ELEMENTARY SCHOOL, CA ("Subscriber")**


1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming Plus via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming Plus as set forth in the Subscription Services Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 08/21/2017 through and including 08/20/2018.
3. The pricing for this license (the "Fees") shall be as follows (select as applicable):

Discovery Education Streaming PLUS

Number of Schools	Service Description	Price per Year	Total
1	Discovery Education Streaming Plus K-8 License	\$2,600.00	\$2,600.00
Total			\$2,600.00

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

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

Business Services Department
Approval: 
Date: 8.10.17

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7. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
8. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
9. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

CEDAR LANE ELEMENTARY SCHOOL

DISCOVERY EDUCATION, INC.

By: 
(Signature Required)

Designated by:
By: Joan Kelly Smith
0226105F7A7741A

Title: Asst. Supt. of Business Services Title: SVP-Compliance & Operations

Printed Name: Michael R. Hudson Printed Name: Joan Kelly Smith

Date: 8/11/17 Date: May 22, 2017 | 1:42 PM EDT

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: MJUSD

Billing Entity Address: 1915 B Street
Marysville, CA 95901

Billing Entity Phone Number: 530-749-6112 Ref. No. 06UJ9C002FOX

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



EXHIBIT B
DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

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



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

Information Security Risk Assessment

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

1. Administrative Safeguards

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

2. Physical Safeguards

- a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.



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

Security Controls Implementation

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

Security Monitoring

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

Security Process Improvement

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

Audit

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

Breach Remediation

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



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

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

Personnel Security Policy Overview

Discovery mitigates risks by:

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



**EXHIBIT C
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

WHEREAS, Subscriber and Discovery entered into an Agreement dated 05/22/2017 for the digital curriculum service known as Discovery Education Streaming Plus ("Agreement");

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Any Pupil Records¹ that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education Streaming Plus service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education Streaming Plus service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education Streaming Plus and save in the pupil's personal accounts outside of the Discovery Education Streaming Plus service. Please note however that any pupil-generated content that contains any assets from the Discovery Education Streaming Plus service may only be used in connection with the pupil's right to use Discovery Education Streaming Plus.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit C or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

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

PROFESSIONAL SERVICES AGREEMENT ENROLLMENT PROJECTIONS & DEMOGRAPHICS



THIS AGREEMENT, dated August 9th, 2017, (the "Agreement") is made by and between **Marysville Joint Unified School District**, and **SchoolWorks, Inc.**

WHEREAS, the District is authorized to retain consulting services to assist the District in preparation of enrollment projections and demographic analysis.

AGREEMENT

1. **Agreement Period.** The agreement period begins October 1, 2017, (the "Effective Date") and will automatically expire on September 30, 2018 (the "Expiration Date").
2. **Scope of Work.** This Demographic Study provides a comprehensive enrollment analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long- and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development. It is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting. This study provides information based on the 2017/18 District enrollments and programs, City planning policies and residential development. As these factors change and timelines are adjusted, the Demographic Study should be revised to reflect the most current information.
3. **Analysis.** The enrollment projections for each school are generated using a State standard weighted cohort trend analysis. The basic projections are created by studying the individual geographic areas. Once the trends are analyzed for each area, the base projections are modified using the following procedures:

- (a) **Birth Rate Analysis:** Birth rates are used to project future kindergarten enrollment. It is assumed if the births indicate there was an increase of 4% one year, then there will be a corresponding 4% increase in the kindergarten class five (5) years later.

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(b) Housing Development and Yield Rate Study: New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data. New housing development rates and yield factors are compared to the historical impact of development and if the future projections exceed the historical values, the projections are augmented accordingly.

(c) Neighborhood School Attendance Area Analysis: Each school attendance boundary will be input into our GIS (Geographic Information Systems) Software. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra district transfers from within the district boundary, as well as inter-district transfers from neighboring school districts.

Inter-district student counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.

Intra-district students are those who transfer from one school to another. The number of students transferring into and out of each school are calculated and used to determine the difference between the projections for students living in each attendance area versus those that are projected to attend the school.

(d) District Special Education and Alternative Programs: The projections for special education students and alternative programs are created by assuming those programs typically serve a percentage of the total District population. Therefore, as the District grows or declines, the enrollment in those programs would increase or decrease accordingly.

(e) Cohort Trend Analysis: The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three (3) years is determined with the current year weighted 50%, the prior year 33.3% and the last year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years.

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- (f) **Site Capacity and Utilization Analysis:** By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration. The classroom counts may not represent the current classrooms being used, as there may be unused rooms on the school site. In some cases, there may be fewer classrooms counted than current teaching stations if some of the rooms being used were designed for other purposes but are currently being used as classrooms due to overcrowding. The purpose of the classroom count and capacity are to show what the school capacity should be if all teaching spaces are being used in accordance with the educational programs of the District.

Timeline

4. Upon approval of this signed professional services proposal, SchoolWorks will provide a request for information list to the appointed District Representative. SchoolWorks will establish and review the goals and objectives as well as review the proposed timeline for completion. The estimated time to complete this Demographic Study will be approximately two months from the time all the necessary data has been collected.

Cost & Terms

5. The Contractor, [SchoolWorks, Inc.] will contract to perform the tasks enumerated below for the prices indicated. The District, [Marysville Joint Unified School District] is authorized to enter into this agreement by Government Code 53060.

SERVICES

Geocode Student Enrollment Data October 2017	
Analyze Student Demographic Trends	
Six (6) Year District Enrollment Projections	
Enrollment Projections for each Individual School	
Facility Utilization Analysis	
New Housing Impacts and Yield Rate Study	
One (1) Board Presentation (Demographic Study)	
Unlimited Technical Support	
School Locator Maintenance	
DEMOGRAPHIC STUDY & ENROLLMENT PROJECTIONS SUBTOTAL	\$5,500.00

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Payment Schedule

6. The full amount of \$5,500 will be billed upon completion of the Study and submitted to the District for review. The amount is due within thirty days of the date of the invoice. If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the District will be billed at \$140 per hour, plus travel time and expenses.

IN WITNESS WHEREOF, the District and SchoolWorks, Inc. have made and executed this Agreement as set forth below.

SCHOOLWORKS, INC.

Signature: Brett H. Merrick
Printed Name: Brett H Merrick
Date Signed: 8/9/2017
Title: Vice President
Company: SchoolWorks, Inc
Address: 8331 Sierra College Blvd., #221
Roseville, CA 95661
Phone: (916) 300-0590
Email: brett@schoolworksgis.com

[MARYSVILLE] JOINT UNIFIED SCHOOL DISTRICT

Signature: _____
Printed Name: Michael R. Hodson
Date Signed: 8/22/2017
Title: Asst. Supt. of Business Services
Company: MJUSD
Address: 1919 B Street
Marysville, CA 95901
Phone: 530-749-6115
Email: m.hodson@mjusd.com

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