



CONTRACT SERVICES AGREEMENT
Educational Services – Margarita Calderon & Associates

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 7/17/18 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Margarita Calderon & Associates** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2018-2019** commencing from **August 7, 2018 – August 7, 2018**

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to ELEVEN THOUSAND DOLLARS AND NO CENTS (**\$11,000.00**) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed,

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

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

II. PERFORMANCE OF AGREEMENT

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

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials,

officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial wellbeing and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;

- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement. (NA)
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement.

The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Margarita Calderon & Associates
3131 Connecticut Ave Suite 2905
Washington DC 20008

Phone: 704-340-7722

Fax:

Email: shawnslakk@verizon.net

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT

shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services


By:  _____
Shawn Slakk
VP Operations, Margarita Calderón & Associates

Exhibit A
Scope of Work

- See attached

Dates are subject to change based on need

Margarita Calderón & Associates

ExC-ELLerating Language & Literacy for All Learners

Lennie Tate
Executive Director
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901
ltate@m.jusd.com
O: 530/749.6902

July 3, 2018

Dear Ms. Tate,

We are pleased that Marysville Joint Unified School District is interested in ExC-ELL and working with your teachers to serve your ELD students. Please find below our quote for the services requested.

Title of Professional Development Sessions:

1. ***Expediting Comprehension for English Language Learners*** – An Overview of Serving English Language Development Students. (1-Day Session)

Trainers, Dates & Fees

We will do our best to provide Dr. Margarita Calderón and Mr. Shawn Slakk as requested as your trainers. However, we will provide alternate MC&A Trainers or Master Coach associates in the case of an emergency, illness, or unavoidable conflict. All MC&A consultants are highly trained in ExC-ELL, have been certified by Dr. Calderón, have assisted in the development of the Institutes and have been chosen for their experience, dedication and commitment to working with teachers for the success of their students.

All fees are inclusive of travel and hotel.

Session

August 7, 2018: ***Expediting Comprehension for English Language Learners*** – An Overview of Serving English Language Development Students.

Trainer #1 – Dr. Margarita Calderón at \$6,000/per day

Trainer #2 – Shawn Slakk at \$5,000/day

for no more than 70 participants plus administrators
to be held at location TBD=

\$11,000.

Payment Due:

Upon delivery of ExC-ELL Overview session.

Project TOTAL:

\$11,000.

Cancellation Policy:

Prior to 30-day cancellation of any or all, the cancellation fee is 10% of the contract or any individual component/day plus travel and lodging if already purchased. For cancellations of the entire contract or of any individual component/day between 30 and 10 days it is 50% of the contract plus travel and lodging as above. Cancellations or any individual component/day 10 days or before are subject to 75% of the contract. Days may be rescheduled based upon MC&A's availability and rescheduling may also result in a rebooking fee of travel and or lodging.

Allergen Notification

Please be advised that MC&A reserves the right to cancel any session at which animals are present and we have not been notified. While we understand and sympathize with the comfort and needed assistance provided by support or service animals, however, several consultants have adverse reactions to animal dander on a regular basis. Please advise MC&A as soon as possible if an attendee will be using the services of a support or service animal so that we may make the appropriate changes as needed. Thank you for your understanding.

Room Configuration, Technology Needs and Ancillary Supplies:

- Presentation space large enough to accommodate all participants and trainer/s to freely move around the room and participate in the interactive strategies we model.
- Sufficient tables for participants to work in **small groups of 4 but not larger than groups of 6** participants.
- Separate presentation table for the trainer/s.
- Projector and screen/s (Number of participants or size of room may require more than one synced projector/screen. If more than one projector/screen combo is required, said projectors should be HDMI capable.)
- Microphones for presenters
- Post-It poster-size or comparable self-sticking posters
- Poster markers for **each table/team of 4** plus one set for the Trainer's table
- Scissors, tape (or glue stick), staplers for each table/team of 4 plus one each for the Trainer's table
- Post-It notes 2"x2" (2-3 pads/table) sufficient for participants to use for making notes and marking pages.
- 1 ream of white copy paper
- 2 reams of colored copy paper 1 each of either pink, blue, yellow, ...

Participant Handout

One day sessions will be provided with a participant handout for which the client is responsible to copy and have available.

Note: Longer sessions or continuous sessions may require the purchase of a participant manual at a cost of \$45/manual. Participant manuals may only be purchased from MC&A. Contact Shawn Slakk at shawnslakk@verizon.net for further information.

Feel free to contact me at 202/368.4621 or Shawn Slakk at 704/340.7722 if there are any questions.

Thank you,

Margarita & Shawn



Margarita Calderón
CEO/President
mecalde@gmail.com
202/368.4621



Shawn Slakk
VP Operations, Senior Consultant
shawnslakk@verizon.net
704/340.7722

Margarita Calderón & Associates

ExC-ELLerating Language & Literacy for All Learners

Lennie Tate
Executive Director
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901
ltate@m.jusd.com
O: 530/749.6902

July 3, 2018

RE: Sole Source

To Whom it may Concern,

Margarita Calderón & Associates is the sole provider of Expediting Comprehension for English Language Learners (ExC-ELL) Institutes and all incarnations or iterations as well as the publishers of the session's participant manuals.

Feel free to contact me at 202/368.4621 or Shawn Slakk at 704/340.7722 if there are any questions.

Thank you,

Margarita & Shawn



Margarita Calderón
CEO/President
mecalde@gmail.com
202/368.4621



Shawn Slakk
VP Operations, Senior Consultant
shawnslakk@verizon.net
704/340.7722



CONTRACT SERVICES AGREEMENT
(Student Discipline & Attendance – Alice Ruth Bolton)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of July, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Alice Ruth Bolton of Sacramento, California (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term commencing from August 20, 2018 and concluding August 31, 2018. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION: CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$7,500.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR when the Work is completed, which is the final day of the contract, August 31, 2018. The invoice from the CONTRACTOR must be presented prior to this date for payment to occur. The DISTRICT may pay prior to August 31, 2018 upon receipt of the invoice and its discretion. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Jolie Carreon, Director Student Discipline and Attendance (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Ruthie Bolton, self, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's

employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally,

magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Ruthie Bolton
P.O. Box 341090
Sacramento, CA 95834
Email: ruru525@aol.com
916-275-7143

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Jolie Carreon, Director of Student Discipline and Attendance
Phone: 530-749-6901
Email: jcarreon@mjusd.com

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.11 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.12 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.13 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.14 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.16 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.17 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.18 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.19 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.20 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.


6.21 **COUNTERPARTS:** This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson, Asst. Superintendent

Alice Ruth Bolton

By: 

Name: Ruthie Bolton

Title: Speaker 6/26/18

EXHIBIT A
Scope of Services

ALICE RUTH BOLTON MOTIVATIONAL PRESENTATIONS
August 20, 2018 through August 31st at the following schools:

SCHOOL	GRADES	DATE	ASSEMBLY TIME	ASSEMBLY TIME
ELLA (2)	3 rd -6 th	Weds. 8/22	9:00 a.m.	1:00
FOOTHILL (1)	3 rd -5 th	Thurs. 8/23	9:00 a.m.	
LOMA RICA (1)	6 th -8 th	Thurs., 8/23	1:00 p.m.	
SOUTH LINDHURST (1)	10 th -12 th	Friday, 8/24	8:30 a.m.	
EDGEWATER (1)	3 rd -6 th	Friday, 8/24	1:00 p.m.	
JOHNSON PARK (2)	3 rd -6 th	Monday, 8/27	9:00 a.m.	1:00
CORDUA (1)	3 rd -5 th	Tuesday, 8/28	9:00 p.m.	
CEDAR LANE (1)	3 rd -6 th	Tuesday, 8/28	1:00 p.m.	
COMMUNITY DAY (1)	9 th -10 th	Weds. 8/29	1:30 p.m.	
MCKENNEY (2)	6 th -8 th	Thurs. 8/30	9:00 a.m.	1:00
KYNOCH (2)	3 rd -5 th	Friday, 8/31	9:00 a.m.	1:00

Alice "Ruthie" Bolton shares her story of overcoming obstacles and challenges and becoming a professional women's basketball player and Olympian. Her story inspires to never give up on your dreams.



Marysville Joint Unified School District

Memorandum of Understanding (MOU) between Parent and Marysville Joint Unified School District (District)

Reimbursement/Payment of In Lieu Transportation

Date: July 6, 2018

Per the settlement agreement dated 5-30-2018, parent will be reimbursed for mileage from home to school (Marysville Charter Academy for the Arts).

The District agrees to provide mileage reimbursement for travel to school on days in which school is in session. Mileage reimbursement rate paid according to the IRS Standard rate. Currently .545 cents per mile.

Parent is the responsible party for transportation/safety and assumes all liability regarding the transportation of student to school.

Home address:

1139 Twinberry Street

Marysville, CA.

Student attendance will be verified monthly by the Student Services Office and parent will be reimbursed according to actual attendance of the child at a rate of:

8.8 miles from home to school x .545 cents = \$4.80 per day of attendance.

Reimbursement will be processed by the District Business Office on a monthly basis and a will be sent to the address listed above.

By signing below, parties acknowledge full acceptance of the terms above:

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

Parent Signature

6-21-18

Date

Business Services Approval

Date

Date of Board Approval: _____

Business Services Department

Approval: A handwritten signature in black ink, appearing to be "K. H.", written over a horizontal line.

Date: 6/25/18

School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2019.

2. Scope of Work

Special education related services (Speech Therapy), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

3. Payment & Billing

Marysville Joint Unified School District agrees to pay **School Steps Inc** at the rate of \$800 per day

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Speech Therapy** for up to 4.0 full-time equivalents (8 hours per day) for the school year 2018-2019, not to exceed 5 days in a week without approval of Marysville Joint Unified School District
- A 3% volume discount will be subtracted from each invoice as a line item for every month Marysville Joint Unified School District utilized 3 FTE or more of total services from School Steps Inc

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Toni Vernier, Executive Director of Special Education** with **Marysville Joint Unified School District** before providing additional services.

School Steps Inc will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month. Hours cannot be added without Marysville Joint Unified School District approval.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement including therapist case notes per best practices. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.

5. Status of Consultant

Business Services Department

Approval: 

Date: 7.3.18

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

Marysville Joint Unified School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

8. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent.

Initial **12. Exclusivity**

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

School Steps Inc – William Delaney

Consultant / Contractor

Sign Name / DateMichael R. Hodson

Asst. Supt. of Business Services

Michael R. Hodson

Asst. Supt. of Business Services

School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2019.

2. Scope of Work

Special education related services (Occupational Therapy), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

Special education related services (Educational Psychology), evaluations / assessments, IEP meetings attendance and consultation. Consultation will also include educational and behavior concerns including assisting in the writing of behavioral support plans.

3. Payment & Billing

Marysville Joint Unified School District agrees to pay **School Steps Inc** at the rate of \$800 per day

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Occupational Therapy** for 1.6 full-time equivalents (8 hours per day) for the school year 2018-2019, not to exceed 8 days per week without notification to Marysville Joint Unified School District
- **Educational Psychology** for 0.6 full-time equivalents (8 hours per day) for the school year 2018-2019, not to exceed 3 per week without notification to Marysville Joint Unified School District
- A 3% volume discount will be subtracted from each invoice as a line item for every month Marysville Joint Unified School District utilized 3 FTE or more of total services from School Steps Inc

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Marysville Joint Unified School District** before providing additional services.

School Steps Inc will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month. Hours cannot be added without Marysville Joint Unified School District approval.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.

5. Status of Consultant

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

Marysville Joint Unified School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

8. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent.

Initial _____

12. Exclusivity

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

School Steps Inc – William Delaney**Consultant / Contractor**Sign Name / DateMarysville Joint Unified School DistrictSignature of Representative / Date

Includes Purchase Orders dated 06/01/2018 - 06/30/2018				Board Meeting Date July 17, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Abe Lincoln (50)					
P18-04323	HUST BROTHERS INC	Helium Tank Rental	01-5630-1100	125.72	
P18-04328	Herff Jones of Northern CA	Gown Rental	01-5630-0000	1,212.40	
P18-04373	PELTON'S PARTY	Ind Study Graduation Rental June 2018	01-5630-0000	426.00	
P19-00040	ADVANCED DOCUMENT CONCEPTS	Independent Study Copier Maint. 18-19 SY	01-5621-0000	1,100.00	
P19-00304	CDW-G COMPUTER CENTER	Student PC and monitors	01-4410-1100	1,042.82	
		Total Location		3,906.94	
Location Accounting/Payroll (103)					
P19-00059	Sharp Electronics Corp.	Accounting Dept. Copier Maint 18-19 SY	01-5621-0000	600.00	
P19-00060	Sharp Electronics Corp.	Payroll Dept. Copier Service 18-19 SY	01-5621-0000	700.00	
P19-00286	ESCAPE TECHNOLOGY	ANNUAL LICENSE FEE 18-19 S.Y.	01-5621-0000	87,852.00	
P19-00289	IMAGE ONE CORPORATION	RocketSCAN School Funding Forms	01-4300-0000	688.93	
		Total Location		89,840.93	
Location After School Program (107)					
P19-00041	ADVANCED DOCUMENT CONCEPTS	STARS Office Copier Maint. 18/19 SY	01-5621-6010	400.00	
P19-00300	OFFICE DEPOT B S D	MCK and YGS STARS Open PO	01-4300-6010	1,000.00	
P19-00301	WAL-MART COMMUNITY BRC	YGS and MCK supplies ASES	01-4300-6010	5,000.00	
P19-00302	CDW-G COMPUTER CENTER	Acrobat Pro 2017	01-5801-6010	81.81	
P19-00310	AMAZON.COM	Staff Development Supplies	01-4300-6010	125.61	
P19-00311	S & S WORLDWIDE	Staff Development	01-4300-6010	97.41	
P19-00317	WAL-MART COMMUNITY BRC	Supplies for STARS	01-4300-6010	1,600.00	
		Total Location		8,304.83	
Location Arboga Elementary (01)					
P19-00038	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 18-19 SY	01-5621-0003	3,500.00	
			01-5630-0003	1,093.95	
P19-00039	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 18-19 SY	01-5621-0003	5,000.00	
			01-5630-0003	1,930.50	
P19-00250	WALKER'S OFFICE SUPPLIES	Speech office furniture	01-4300-0004	1,373.69	
P19-00318	SCHOOL SPECIALTY	VP Chair	01-4300-0004	431.92	
		Total Location		13,330.06	
Location Browns Valley Elementary (03)					

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 29 2018 4:28PM

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Page 1 of 20

Includes Purchase Orders dated 06/01/2018 - 06/30/2018

Board Meeting Date July 17, 2018

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Browns Valley Elementary (03)				
P19-00055	ADVANCED DOCUMENT CONCEPTS	Browns Valley Service Copier Maint 18-19 SY	01-5621-0003	1,700.00
Location Business Services (106)				
P18-04380	LINDA COUNTY WATER DISTRICT	ADA July 1, 2017 - June 30, 2018	01-5530-0000	27,130.18
P18-04383	NCSIG	Claim #180113 11/03/17 Bodily Injury	01-5451-0000	576.46
P19-00061	Sharp Electronics Corp.	Business Services Copier Maint 18-19 SY	01-5621-0000	285.00
P19-00277	CASBO ATTN: ACCOUNTS RECEIVABLE	CASBO District Membership 2018-2019	01-5310-0000	2,000.00
P19-00278	NCSIG	Annual Premium Coverage 2018-2019	01-5450-0000	768,389.00
P19-00288	DIVERSE NETWORK ASSOCIATES	CatapultK12-Emergency Management System-EMS	01-5801-0000	15,574.68
P19-00296	LINDA COUNTY WATER DISTRICT	ADA July 1, 2018 - June 30, 2019	01-5530-0000	29,000.00
P19-00298	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2016 GO Bonds	25-5801-0000	750.00
Total Location				843,705.32
Location Categorical (203)				
P19-00052	ADVANCED DOCUMENT CONCEPTS	Categorical Copier Maint. 18-19 SY	01-5621-0003	300.00
			01-5621-3010	300.00
P19-00276	Follett School Solutions, Inc.	2018-19 District Destiny	01-5801-0003	200.00
			01-5801-0004	12,757.43
Total Location				13,557.43
Location Cedar Lane Elementary (05)				
P19-00101	SMILE BUSINESS PRODUCTS, INC.	Cedar Lane Copier Rental/Overages 18-19 SY	01-5621-0003	3,100.00
			01-5630-0003	5,657.27
Total Location				8,757.27
Location Charter Academy For Fine Arts (42)				
P18-04341	Simon M. Dahm	Sound Services	09-5801-0000	82.50
P18-04343	SACRAMENTO COUNTY OFFICE OF ED ATTN: FINANCIAL SERVIC	Fence Rental	09-5801-0000	2,000.00
P18-04364	UNITED SITE SVCS OF CA, INC.	AP Exams	09-5630-0004	1,764.87
P18-04367	AP EXAMINATIONS	Sound Services	09-4300-0000	4,505.00
P18-04368	Simon M. Dahm	Security	09-5801-0000	195.00
P18-04369	Precision Private Security	Graduation Supplies	09-5801-0004	3,087.00
P18-04385	Herff Jones of Northern CA		09-4300-1100	358.76

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 29 2018 4:28PM

ESCAPE

ONLINE

Page 2 of 20

Includes Purchase Orders dated 06/01/2018 - 06/30/2018

Board Meeting Date July 17, 2018

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P18-04398	SAC VAL JANITORAL SALES & SERVICES, INC.	Supplies - Stage Floor	09-4320-0000	681.04
P19-00049	ADVANCED DOCUMENT CONCEPTS	MCAA Copier Service 18-19 SY	09-5621-0000	1,800.00
P19-00064	PTM Document Systems	MCAA Maint. 18-19 SY	09-5621-0000	499.00
P19-00319	OFFICE DEPOT B S D	Classroom Supplies	09-4300-1100	5,000.00
P19-00320	Follett School Solutions, Inc.	Textbooks - Science	09-4100-0000	2,137.67
P19-00321	SAMUEL FRENCH	Script - Drama	09-4300-0000	14.27
P19-00322	Dramatic Publishing	Scripts - Drama	09-4300-0000	60.90
P19-00323	ID VILLE	ID Supplies	09-4300-0000	112.34
P19-00324	MENDEZ FOUNDATION	Workbooks - Science	09-4300-1100	162.21
P19-00325	AMAZON.COM	Supplies - Science	09-4300-1100	137.42
P19-00326	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Science	09-4300-1100	406.35
P19-00327	B & H PHOTO	Memory Cards - Weisgerber	09-4300-0000	127.45
Total Location				23,131.78
Location Child Development (51)				
P18-04374	COOKIE TREE	Staff development snacks	12-4300-6105	68.00
P18-04390	Juliana Roura Ganitoen	Workshops	12-5801-6105	700.00
P19-00102	SMILE BUSINESS PRODUCTS, INC.	Child Dev. Copier Maint 18-19 SY	12-5621-6105	675.00
P19-00259	FEDERAL EXPRESS CORP	Child Dev. Fed EX	12-5910-6105	100.00
P19-00260	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	PRESCHOOL SUPPLIES	12-4300-6105	4,500.00
P19-00261	GAISER PETS	PRESCHOOL SUPPLIES	12-4300-6105	1,500.00
P19-00262	WAL-MART COMMUNITY BRC	PRESCHOOL SUPPLIES	12-4300-6105	23,000.00
P19-00263	WAL-MART COMMUNITY BRC	EMCC CHILD DEV/SUPPLIES	12-4300-5025	1,000.00
P19-00264	WAL-MART COMMUNITY BRC	MCC/Child DEV	12-4300-5025	500.00
P19-00265	WAL-MART COMMUNITY BRC	School Readiness	01-4300-9041	500.00
P19-00266	OFFICE DEPOT B S D	Preschool Open PO	12-4300-6105	8,800.00
P19-00267	OFFICE DEPOT B S D	Preschool Admin Open PO	12-4300-6105	3,000.00
P19-00268	OFFICE DEPOT B S D	CCTR Classroom Open PO	12-4300-5025	1,800.00
P19-00269	OFFICE DEPOT B S D	School Readiness Open PO	01-4300-9041	200.00
P19-00285	Resources for Educators	Parent Newsletter subscription	12-4300-6105	193.50
Total Location				46,536.50

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Community Day School (54)				
P19-00045	ADVANCED DOCUMENT CONCEPTS	Community Day Copier Maint 18-19 SY	01-5621-0003	1,274.98
			01-5621-1100	425.02
			Total Location	1,700.00
Location Cordua Elementary (07)				
P19-00054	ADVANCED DOCUMENT CONCEPTS	Cordua Service Copier Maint 18-19 SY	01-5621-0003	1,500.00
Location Covillaud Elementary (09)				
P19-00036	OFFICE DEPOT B S D	Teacher Chair	01-4300-1100	302.56
P19-00048	ADVANCED DOCUMENT CONCEPTS	COV Copier Maint. 18-19 SY	01-5621-0003	750.00
P19-00100	SMILE BUSINESS PRODUCTS, INC.	COV Copiers 18-19 SY	01-5621-0003	1,600.00
			01-5630-0003	3,545.10
			Total Location	6,197.66
Location Custodial Supervisor (206)				
P19-00282	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	CUSTODIAL 2018-2019	01-4320-0000	800.00
P19-00283	SHADD JANITORIAL SUPPLY	Districtwide Custodial Repairs 2018-2019	01-5641-0000	11,000.00
P19-00284	SHADD JANITORIAL SUPPLY	Districtwide Custodial Supplies 2018-2019	01-4320-0000	13,000.00
			Total Location	24,800.00
Location Dobbins Elementary (11)				
P18-04309	POSTMASTER	POST OFFICE RENTAL 17/18 S.Y.	01-5630-1100	116.00
P19-00090	SMILE BUSINESS PRODUCTS, INC.	Dobbins Copier 18-19 SY	01-5621-0003	200.00
			01-5630-0003	2,144.91
			Total Location	2,460.91
Location Edgewater Elementary (12)				
P19-00007	SCHOOL SPECIALTY	Student Desks	01-4300-0000	2,327.00
			01-4300-1100	2,041.97
P19-00050	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 18-19 SY	01-5621-0003	1,700.00
P19-00051	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 18-19 SY	01-5621-0003	1,075.00
P19-00071	INLAND BUSINESS SYSTEMS	EDG Copier Maint. 18-19 SY	01-5621-1100	650.00
P19-00292	TROXELL COMMUNICATIONS INC	Aver Doc Camera & Short Throw Projector	01-4300-0000	241.40
			01-4410-0000	1,212.40
P19-00295	CDW-G COMPUTER CENTER	Laptop	01-4410-0000	990.85

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Ella Elementary (13)				10,238.62
P18-04315	ADVANCED DOCUMENT CONCEPTS	Ella Copier Service/Maint. 17-18 SY	01-5621-0003	900.00
P18-04387	SUTTER COUNTY SCHOOLS	Shady Creek	01-5890-9010	3,207.00
P19-00075	ADVANCED DOCUMENT CONCEPTS	Ella Copier Service/Maint. 18-19 SY	01-5621-0003	8,200.00
P19-00105	GENERAL BINDING CORP	Ella Maintenance 18-19	01-5621-0004	526.74
Total Location				12,833.74
Location Facilities (66)				
P18-04370	DIVISION OF STATE ARCHITECT	8159-MHS AG Mechanics Modernization DSA FEES	01-6223-0010	19,250.00
P18-04391	DIVISION OF STATE ARCHITECT	8191-MHS South Auditorium Modernization DSA FEES	01-6223-0010	7,175.00
P19-00244	OFFICE DEPOT B S D	Facilities	01-4300-0000	2,000.00
P19-00245	FEDERAL EXPRESS CORP	FACILITIES/2018-2019 S.Y	01-5910-0000	375.00
P19-00246	NATIONAL ANALYTICAL LABORATORIES, INC.	NAL-Soil Inspection/8159-MHS	01-6230-0010	685.00
P19-00247	Mid Pacific Engineering, Inc.	8193-MCAA Portable Addition- Soil Sampling	09-6230-0004	6,455.00
Total Location				35,940.00
Location Foothill Intermediate (35)				
P19-00095	SMILE BUSINESS PRODUCTS, INC.	FHS Copier Rentals/Overages 18-19 SY	01-5621-0003	500.00
			01-5630-0003	3,666.79
P19-00096	SMILE BUSINESS PRODUCTS, INC.	FHS Copier Rental/Overages 18-19 SY	01-5621-0003	500.00
			01-5630-0003	2,144.91
Total Location				6,811.70
Location Grounds (65)				
P18-04329	KING CLOTHING	Grounds	01-4300-0000	1,551.09
P18-04362	TWIN CITIES TREE SERVICE	Grounds Work - Cedar Lane School	01-5801-0000	5,900.00
P18-04376	TRACTOR SUPPLY COMPANY	Grounds	01-4300-0000	173.19
P19-00111	ARNE'S PAINT STORE INC.	GROUNDS/2018-2019	01-4300-0000	2,500.00
P19-00112	BI-COUNTY IRRIGATION, INC	GROUNDS/2018-2018	01-4300-0000	4,000.00
P19-00113	Citrus Heights Mower	GROUNDS/2018-2019/REPAIR	01-5641-0000	5,000.00
P19-00114	Citrus Heights Mower	GROUNDS/2018-2019	01-4300-0000	9,500.00
P19-00115	FOOTHILL ACE HARDWARE	GROUNDS/2018-2019	01-4300-0000	100.00
P19-00116	HASTIE'S CAPITOL SAND & GRAVEL	GROUNDS/2018-2019	01-4300-0000	10,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P19-00117	HOME DEPOT	GROUNDS/2018-2019	01-4300-0000	3,500.00
P19-00118	HORIZON SAFETY DISTRIBUTING	GROUNDS/2018-2019	01-4300-0000	1,000.00
P19-00119	HUST BROTHERS INC	GROUNDS/2018-2019	01-4300-0000	700.00
P19-00120	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	GROUNDS/2018-2019	01-4300-0000	700.00
P19-00121	NORMAC, INC.	GROUNDS/2018-2019	01-4300-0000	8,000.00
P19-00122	TRACTOR SUPPLY COMPANY	MAINTENANCE/2018-2019	01-4300-0000	400.00
P19-00123	OFFICE DEPOT B S D	GROUNDS/2018-2019	01-4300-0000	200.00
Total Location				53,224.28
Location Indian Education (108)				
P18-04308	MYERS-STEVENSON & CO INC	Native People History Day May 17, 2018	01-5890-4511	49.00
P19-00042	ADVANCED DOCUMENT CONCEPTS	Indian Ed Copier Maint 18/19 SY	01-5821-4510	550.00
P19-00273	OFFICE DEPOT B S D	Open PO Classroom Supplies	01-4300-4510	350.00
P19-00274	HOME DEPOT	Open PO Classroom Supplies	01-4300-4510	250.00
P19-00275	WAL-MART COMMUNITY BRC	Open PO Classroom Supplies	01-4300-4511	1,000.00
Total Location				2,199.00
Location Instruction (IMC) (110)				
P18-04284	Pearson Education	6-8 myWorld HSS Adoption ARB	01-4100-0004	10,811.77
P18-04285	Pearson Education	6-8 myWorld HSS Adoption CLE	01-4100-0004	12,165.65
P18-04286	Pearson Education	6-8 myWorld HSS Adoption DOB	01-4100-0004	823.05
P18-04287	Pearson Education	6-8 myWorld HSS Adoption EDG	01-4100-0004	9,789.04
P18-04288	Pearson Education	6-8 myWorld HSS Adoption ELLA	01-4100-0004	13,480.60
P18-04289	Pearson Education	6-8 myWorld HSS Adoption JPE	01-4100-0004	10,027.67
P18-04290	Pearson Education	6-8 myWorld HSS Adoption LIN	01-4100-0004	13,534.19
P18-04291	Pearson Education	6-8 myWorld HSS Adoption OLV	01-4100-0004	10,465.98
P18-04292	Pearson Education	6-8 myWorld HSS Adoption YFS	01-4100-0004	3,306.84
P18-04293	Pearson Education	6-8 myWorld HSS Adoption FHS	01-4100-0004	35,542.46
P18-04294	Pearson Education	6-8 myWorld HSS Adoption MCK	01-4100-0004	86,640.28
P18-04295	Pearson Education	6-8 myWorld HSS Adoption YGS	01-4100-0004	129,449.05
P18-04296	Pearson Education	6-8 myWorld HSS Adoption CDS	01-4100-0004	3,876.61
P18-04297	Pearson Education	6-8 myWorld HSS Adoption IS	01-4100-0004	5,230.49

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P18-04298	Pearson Education	6-8 myWorld HSS Adoption DO	01-4100-0004	34,188.58
P18-04312	TROXELL COMMUNICATIONS INC	Headsets	01-4300-0000	1,829.43
P18-04334	Pearson Education	9-12 History Social Science Adoption SLHS	01-4100-0004	53,190.40
P18-04335	Pearson Education	9-12 History Social Science Adoption CDS	01-4100-0004	12,683.86
P18-04336	Pearson Education	9-12 History Social Science Adoption IS	01-4100-0004	30,350.95
P18-04339	Pearson Education	9-12 History Social Science Adoption LHS	01-4100-0004	191,715.90
P18-04340	Pearson Education	9-12 History Social Science Adoption MHS	01-4100-0004	194,585.01
P18-04348	Pearson Education	9-12 iLit LHS	01-4100-0004	10,216.39
P18-04349	Pearson Education	9-12 iLit MHS	01-4100-0004	7,608.20
P18-04350	Pearson Education	9-12 iLit SLHS	01-4100-0004	2,116.86
P18-04351	Pearson Education	9-12 iLit CDS	01-4100-0004	5,108.20
P18-04361	OFFICE DEPOT B S D	Supplies for summer school	01-4300-0000	213.56
P18-04384	OFFICE DEPOT B S D	Supplies for summer school	01-4300-0000	25.11
P19-00053	ADVANCED DOCUMENT CONCEPTS	Ed. Services Copier Maint18-19 SY	01-5621-0000	900.00
Total Location				889,876.13
Location Johnson Park Elementary (15)				
P19-00087	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 18-19 SY	01-5621-0003	130.00
			01-5630-0003	1,367.44
P19-00088	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 18-19 SY	01-5621-0003	525.00
			01-5630-0003	2,144.91
P19-00089	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 18-19 SY	01-5621-0003	800.00
			01-5630-0003	2,144.91
P19-00104	RISO PRODUCTS OF SACRAMENTO	RISO SERVICE JPE 18-19 SY	01-5621-0003	1,000.00
Total Location				8,112.26
Location Kynoch Elementary (17)				
P18-04354	MYERS-STEVENSON & CO INC	1ST GR INSURANCE FOR YUBA CO LIBRARY	01-5890-9010	208.25
P18-04355	MYERS-STEVENSON & CO INC	RM 5 & 8 INSURANCE FOR IMAX TRIP	01-5890-9010	84.00
P18-04365	WALKER'S OFFICE SUPPLIES	VP Office Furniture	01-4410-0004	867.09
P19-00037	SCHOOL SPECIALTY	Admin Chairs	01-4300-0004	863.84
P19-00043	ADVANCED DOCUMENT CONCEPTS	KYN Copier Maint. 18-19 SY	01-5621-0003	6,000.00

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Location Kynoch Elementary (17) (continued)				
P19-00077	RAY MORGAN COMPANY	KYN Copier Maint 18-19 SY	01-5621-0003	1,200.00
P19-00083	GENERAL BINDING CORP	KYN Maint. 18-19 SY	01-5621-1100	614.17
P19-00108	CDW-G COMPUTER CENTER	Laptop for Asst. Principal	01-4410-1100	990.85
P19-00109	WALKER'S OFFICE SUPPLIES	Principal Office Furniture	01-4300-0004	311.76
			01-4410-0004	1,340.14
P19-00110	SCHOOL SPECIALTY	Lateral File	01-4410-1100	1,272.75
P19-00291	CDW-G COMPUTER CENTER	Laptop	01-4410-0000	990.85
P19-00293	TROXELL COMMUNICATIONS INC	Aver Doc Camera & AV Cart	01-4300-0000	593.21
P19-00294	NWN CORPORATION	HP M402dne Printer	01-4300-0000	176.65
		Total Location		15,513.56
Location Linda Elementary (19)				
P18-04299	MYERS-STEVENSON & CO INC	Short Term Insurance for Shady Creek	01-5890-9010	325.50
P18-04317	MYERS-STEVENSON & CO INC	Short Term Insurance	01-5890-9010	325.50
P18-04324	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Shady Creek final payment 5/21/18 - 5/25/18	01-5890-9010	4,430.00
P19-00069	INLAND BUSINESS SYSTEMS	Linda School Copier Maint. 18-19 SY	01-5621-0003	600.00
P19-00086	SMILE BUSINESS PRODUCTS, INC.	LIN Copier Maint 18-19 SY	01-5621-0003	7,000.00
P19-00279	OFFICE DEPOT B S D	Office Depot Classroom materials	01-4300-1100	8,500.00
P19-00280	OFFICE DEPOT B S D	Office Depot Office supplies	01-4300-1100	2,000.00
P19-00281	WAL-MART COMMUNITY BRC	Open Purchase order for Walmart	01-4300-1100	2,500.00
		Total Location		25,681.00
Location Lindhurst High (43)				
P18-04273	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies - Arroyo	01-5801-0003	182.99
P18-04283	ALPHA CERAMIC SUPPLIES, INC.	Kiln Repair/Greco	01-5641-0000	260.00
P18-04325	ARNE'S PAINT STORE INC.	Paint for Mural	01-4300-0000	249.96
P18-04332	MYERS-STEVENSON & CO INC	ED Field Trip 5/24	01-5890-6500	35.00
P18-04342	ACADEMIC INNOVATIONS	Classroom Books/Careers	01-4100-0004	6,485.84
P18-04344	SPECTRUM	Lights	01-4300-0004	667.81
P18-04366	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 2/16/18	01-5890-9010	35.00
P18-04377	SPECTRUM	Scoreboard	01-4300-0000	336.98
P18-04381	MYERS-STEVENSON & CO INC	Boys Basketball to Chico State 6/8	01-5890-9010	52.50

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P19-00018	NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	National Honor Society	01-5310-0000	385.00
P19-00019	SCHOOL SPECIALTY	Tables and Chairs for JROTC	01-4300-0004	2,101.00
P19-00067	PTM Document Systems	LHS Maint. 18-19 SY	01-5621-0003	350.00
P19-00099	SMILE BUSINESS PRODUCTS, INC.	LHS Copier Rental 18-19 SY	01-5621-0003	4,800.00
			01-5630-0003	7,956.62
P19-00297	AMAZON.COM	Lanyards	01-4300-0000	25.92
P19-00299	ASTRONOMY	Magazine Subscription/Chambers	01-4300-0000	42.95
P19-00303	PTM Document Systems	Report Card Forms	01-4300-0000	1,107.54
P19-00313	OFFICE DEPOT B S D	Admin Open PO	01-4300-0000	6,000.00
P19-00314	HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE	Herff Jones	01-4300-0000	3,300.00
P19-00315	WAL-MART COMMUNITY BRC	Art Supplies/Greco	01-4300-0000	500.00
P19-00316	Chico Ceramics Center, LLC	Art Classroom Supplies/Greco	01-4300-0000	500.00
		Total Location		35,375.11
Location Loma Rica Elementary (21)				
P19-00085	SMILE BUSINESS PRODUCTS, INC.	LRE Copier Rental 18-19 SY	01-5621-0003	700.00
			01-5630-0003	2,144.91
		Total Location		2,844.91
Location Maintenance (63)				
P18-04330	Guerin Backflow Testing	Maintenance/Linda Water District	01-5801-8150	340.00
P18-04331	GOLDEN BEAR ALARMS	Maintenance/Yuba Gardens/MCAA/Loma Rica	01-5801-8150	115.00
P18-04338	THRIFTY-ROOTER-PUMPING	Maintenance - MHS Science Bldg	01-5801-8150	150.00
P18-04357	WARREN ASBESTOS ABATEMENT CONTRACTORS INC	Maintenance/Browns Valley	14-5801-0000	5,676.00
P18-04358	WARREN ASBESTOS ABATEMENT CONTRACTORS INC	Maintenance/Covillaud	14-5801-0000	19,100.00
P18-04359	HYDROTEC SOLUTIONS, INC.	Maintenance - Foothill & Loma Rica Dosing Tank	01-5801-8150	690.00
P18-04372	CONSOLIDATED ELECTRICAL	MAINTENANCE/COVILLAUD	01-4300-6225	1,645.49
P18-04375	AMERICAN LEAK DETECTION	Maintenance/MHS	01-5801-8150	295.00
P18-04386	RAH Environmental, Inc.	Maintenance / MHS	01-5801-8150	7,931.25
P18-04399	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Maintenance	01-4410-8150	616.00
P18-04400	L & H AIRCO	Maintenance/Browns Valley School	01-5801-8150	62.50
P18-04401	THRIFTY-ROOTER-PUMPING	Maintenance/Cordua	01-5801-8150	195.00

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Maintenance (63) (continued)				
P18-04402	Guerin Backflow Testing	MAINTENANCE/BACKFLOWS/Edgewater/Linda	01-5801-8150	60.00
P18-04403	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance - Browns Valley/Covillaud	01-5801-8150	4,000.00
P19-00023	Carpet II Inc. DBA Premier Floors	Maintenance/Ella RM#102	01-5642-8150	4,286.70
P19-00062	Sharp Electronics Corp.	Maint. Dept. Copier Service 18-19 SY	01-5621-8150	230.00
P19-00126	KYA Services, LLC	Maintenance/Olivehurst Portable	14-5642-0000	14,433.13
P19-00127	KYA Services, LLC	Maintenance/Browns Valley MP & Hallway	14-5642-0000	25,868.87
P19-00128	AIRGAS	MAINTENANCE/2018-2019	01-4300-8150	400.00
P19-00129	ARNE'S PAINT STORE INC.	MAINTENANCE/2018-2019	01-4300-8150	14,000.00
P19-00130	Applied Landscape Materials	MAINTENANCE/2018-2019	01-4300-8150	32,500.00
P19-00131	Backflow Distributors, Inc.	MAINTENANCE/2018-2019	01-4300-8150	7,500.00
P19-00132	BASIC LABORATORY, INC.	MAINTENANCE/2018-2019	01-5801-8150	15,000.00
P19-00133	BATTERIES PLUS	MAINTENANCE/2018-2019	01-4300-8150	1,000.00
P19-00134	BEARING BELT CHAIN COMPANY	MAINTENANCE/2018-2019	01-4300-8150	500.00
P19-00135	BI-COUNTY POOL SERVICE	MAINTENANCE/2018-2019	01-4300-8150	2,500.00
P19-00136	BUTTES PIPE & SUPPLY CO	MAINTENANCE/2018-2019	01-4300-8150	2,000.00
P19-00137	CARPET CLEARANCE CENTER	Maintenance/2018-2019	01-4300-8150	500.00
P19-00138	CLOSE LUMBER	MAINTENANCE/2018-2019	01-4300-8150	5,000.00
P19-00139	CONSOLIDATED ELECTRICAL	MAINTENANCE/2018-2019	01-4300-8150	15,000.00
P19-00140	CULLIGAN	MAINTENANCE/2018-2019	01-5801-8150	10,000.00
P19-00141	FASTENAL	MAINTENANCE/2018-2019	01-4300-8150	500.00
P19-00142	FOOTHILL ACE HARDWARE	MAINTENANCE/2018-2019	01-4300-8150	100.00
P19-00143	GEARY PACIFIC SUPPLY	MAINTENANCE /2018-2019	01-4300-8150	2,000.00
P19-00144	H & H TRENCHING	MAINTENANCE/2018-2019	01-5801-8150	200.00
P19-00145	HARBOR FREIGHT TOOLS	MAINTENANCE/2018-2019	01-4300-8150	500.00
P19-00146	HASTIE'S CAPITOL SAND & GRAVEL	MAINTENANCE/2018-2019	01-4300-8150	9,000.00
P19-00147	HOME DEPOT	MAINTENANCE/2018-2019	01-4300-8150	2,000.00
P19-00148	HORIZON SAFETY DISTRIBUTING	Maintenance/2018-2019	01-4300-8150	1,000.00
P19-00149	HUST BROTHERS INC	MAINTENANCE/2018-2019	01-4300-8150	2,000.00
P19-00150	J.W. WOOD COMPANY, INC	MAINTENANCE/2018-2019	01-4300-8150	6,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Maintenance (63) (continued)					
P19-00151	KIMBALL MIDWEST	MAINTENANCE/2018-2019	01-4300-8150	10,000.00	
P19-00152	KINNEY ELECTRIC	MAINTENANCE/2018-2019	01-4300-8150	2,500.00	
P19-00153	KNIFE RIVER CONSTRUCTION	MAINTENANCE/2018-2019	01-4300-8150	2,000.00	
P19-00154	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	MAINTENANCE/2018-2019	01-4300-8150	40,000.00	
P19-00155	MAR-KEY LOCK & SECURITY	MAINTENANCE/2018-2019	01-4300-8150	15,000.00	
P19-00156	MEEKS BUILDING CENTER	MAINTENANCE/2018-2019	01-4300-8150	3,000.00	
P19-00157	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE/2018-2019	01-4300-8150	500.00	
P19-00158	OFFICE DEPOT B S D	MAINTENANCE/2018-2019	01-4300-8150	2,500.00	
P19-00159	PACE SUPPLY CORP.	MAINTENANCE/2018-2019	01-4300-8150	34,000.00	
P19-00160	PLATT ELECTRIC SUPPLY	MAINTENANCE/2018-2019	01-4300-8150	75,000.00	
P19-00161	QUICK'S GLASS SERVICE INC	MAINTENANCE/2018-2019	01-4300-8150	8,500.00	
P19-00162	RIEBES AUTO SUPPLY	MAINTENANCE/2018-2019	01-4300-8150	200.00	
P19-00163	ROTO ROOTER	MAINTENANCE/2018-2019	01-5642-8150	3,000.00	
P19-00164	SAVE MART / FOODMAXX	MAINTENANCE/2018-2019	01-4300-8150	4,500.00	
P19-00165	SIEMENS BUILDING TECHNOLOGIES	Maintenance/2018-2019	01-5801-8150	5,000.00	
P19-00166	SIGNWORX	MAINTENANCE/2018-2019	01-4300-8150	4,700.00	
P19-00167	SLAKEY BROS	MAINTENANCE/2018-2019	01-4300-8150	33,000.00	
P19-00168	TRACTOR SUPPLY COMPANY	MAINTENANCE/2018-2019	01-4300-8150	400.00	
P19-00169	TWIN CITIES EQUIPMENT RENTAL	MAINTENANCE/2018-2019	01-5630-8150	2,800.00	
P19-00170	UNION LUMBER COMPANY	MAINTENANCE/2018-2019	01-4300-8150	20,000.00	
P19-00171	UNITED RENTALS	MAINTENANCE/2018-2019	01-5630-8150	1,500.00	
P19-00172	YUBA CITY SCRAP & STEEL	MAINTENANCE 2018-2019	01-4300-8150	2,300.00	
P19-00173	UNIVAR USA, INC.	MAINTENANCE/2018-2019/POOL	01-4300-8150	7,073.00	
P19-00174	ZEE MEDICAL COMPANY	MAINTENANCE/2018-2019	01-4300-8150	600.00	
Total Location				492,967.94	

Location Marysville High (45)

P18-04305	Container Solutions, Inc.	Stadium Storage Container	01-4410-0000	3,842.88
P18-04306	Container Solutions, Inc.	Rental Ag. Mech. Storage Container	01-5630-0010	1,445.11
P18-04310	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON CARROLL Police Service at Graduation		01-5801-0000	229.80

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P18-04311	BSN SPORTS	Football Equipment	01-4300-0000	231.99
			01-4300-9010	834.21
P18-04333	Herff Jones of Northern CA	Graduation Gown Rentals	01-5630-0000	3,296.21
P18-04345	DOMINO'S PIZZA	Link Crew Luncheon	01-4300-0004	143.22
P18-04363	AP EXAMINATIONS	AP Testing Material	01-4300-0000	6,759.00
P18-04382	MARYSVILLE HIGH SCHOOL STUDENT BODY	Link Crew Celebration	01-4300-0004	150.00
P18-04392	MYERS-STEVENSON & CO INC	Field Trip Insurance Stanford	01-5890-0004	35.00
P18-04394	UNION LUMBER COMPANY	Graduation Fencing	01-4300-0004	204.56
P18-04395	MARYSVILLE HIGH SCHOOL STUDENT BODY	WASC Visit Shirts	01-4300-0004	230.00
P18-04396	MYERS-STEVENSON & CO INC	Yuba College Pathways to Paychecks	01-5890-0004	35.00
P19-00046	ADVANCED DOCUMENT CONCEPTS	MHS-ROP & ASB Copier Maint. 18-19 SY	01-5621-0003	300.00
P19-00047	ADVANCED DOCUMENT CONCEPTS	MHS-Admin Copier Maint. 18-19 SY	01-5621-0003	400.00
P19-00065	PTM Document Systems	MHS Maint. 18-19 SY	01-5621-0003	499.00
P19-00078	RAY MORGAN COMPANY	MHS MATH/CONTRACT 18-19 SY	01-5621-0003	800.00
P19-00079	RAY MORGAN COMPANY	MHS Copier Maint 18-19 SY	01-5621-0003	500.00
P19-00098	SMILE BUSINESS PRODUCTS, INC.	MHS Copier Rental 18-19 SY	01-5621-0003	300.00
			01-5630-0003	2,164.91
Total Location				22,400.89
Location McKenney Intermediate (37)				
P18-04313	Christina Hatfield	Elizabeth Yank Scholarship	73-8660-9020	50.00
P18-04314	Abigail Harryman	Bhag Brar Scholarship	73-8660-9020	50.00
P18-04318	AMERICAN LIBRARY PREVIEW	Library Books	01-4200-0003	1,516.10
P18-04319	LIBRARIANS' BOOK EXPRESS	Library Books	01-4200-0003	1,219.45
P18-04321	AMAZON.COM	Bit Set for Custodians	01-4320-0000	6.05
P18-04326	Achievers, Inc.	Promotion Gown Rental	01-5630-0000	2,808.01
P18-04353	GALAXY MOBILE DJ'S	PROMOTION	01-5801-1100	600.00
P18-04378	ELITE UNIVERSAL SECURITY	SECURITY FOR PROMOTION	01-5801-1100	240.00
P19-00068	PTM Document Systems	MCK Maint. 18-19 SY	01-5621-0003	499.00
P19-00084	SMILE BUSINESS PRODUCTS, INC.	McKenney Copier Rental 18-19 SY	01-5621-0003	1,150.00
			01-5630-0003	3,545.10

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Location McKenney Intermediate (37) (continued)				
P19-00290	CDW-G COMPUTER CENTER	Admin CPU & Monitors	01-4410-0004	4,851.08
Total Location				16,534.79
Location Nutrition Services (73)				
P18-04304	Sysco Sacramento, Inc.	Direct Order for Whs Inv del 6-5-18	13-9326-5310	2,459.70
P18-04346	The Fruitguys	Produce for 2018 Nutrition Fair A to Z Salad Bar	13-4716-5310	568.00
P18-04371	CAMELIA SAUCEDO, PETTY CASH NUTRITION SERVICES	Nutrition Services Petty Cash	13-4300-5310	286.00
			13-4313-5310	29.88
P19-00106	SMILE BUSINESS PRODUCTS, INC.	Nutri. Serv. Copier Rental/Service 18-19 SY	13-5621-5310	200.00
			13-5630-5310	1,380.19
Total Location				4,923.77
Location Olivehurst Elementary (25)				
P18-04352	WOODBURN PRESS, LTD	Student planners	01-4300-0003	1,063.69
P19-00070	INLAND BUSINESS SYSTEMS	OLV Copier Maint. 18-19 SY	01-5621-0003	2,000.00
P19-00097	SMILE BUSINESS PRODUCTS, INC.	OLV Copier Rental 18-19 SY	01-5621-0003	1,500.00
			01-5630-0003	3,666.79
Total Location				8,230.48
Location Personnel (113)				
P19-00081	RAY MORGAN COMPANY	Personnel Copier Maint. 18-19 SY	01-5621-0000	475.00
Location Print Shop (67)				
P19-00056	ADVANCED DOCUMENT CONCEPTS	ID 4208 Copier Maint. 18-19 SY	01-5621-0000	20,000.00
P19-00057	ADVANCED DOCUMENT CONCEPTS	ID 4209 Copier Maint. 18-19 SY	01-5621-0000	20,000.00
P19-00073	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 18-19 SY	01-5621-0000	19,000.00
P19-00074	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 18-19 SY	01-5621-0000	18,000.00
P19-00272	Spicer's Paper, Inc.	Paper Supplies 18-19 SY	01-4300-0000	30,000.00
Total Location				107,000.00
Location Pupil Services (202)				
P18-04379	PEARSON CUSTOMER SERVICE	PUPIL SERVICES/Speech	01-4300-6500	500.00
P18-04397	DiPietro & Associates, Inc.	AED Training	01-5801-0000	1,849.60
P19-00082	SMILE BUSINESS PRODUCTS, INC.	Pupil Svcs Copier Maint 18-19 SY	01-5621-0000	1,000.00
P19-00305	OFFICE DEPOT B S D	Health/Dental Van Open PO	01-4300-0000	2,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P19-00306	Pearson Clinical Order Dept.	strudent test materials for psych	01-4300-0000	5,627.47
P19-00307	AMAZON.COM	DHH supplies	01-4300-0000	128.76
P19-00308	Alhambra	Office Water	01-4300-6500	700.00
P19-00309	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	2,000.00
P19-00312	CDW-G COMPUTER CENTER	Laptop	01-4410-0000	990.85
Total Location				14,796.68
Location Purchasing (104)				
P18-04322	Budget Blinds of Yuba City	Blinds for Room 108	01-4300-0000	115.00
P18-04347	SETON	Inventory Tags	01-4300-0000	1,915.97
P19-00008	SCHOOL SPECIALTY	Student Desks	01-4300-0000	3,932.07
P19-00076	INLAND BUSINESS SYSTEMS	New Teacher Support Copier Maint. 18/19 SY	01-5621-0004	250.00
P19-00103	RISO PRODUCTS OF SACRAMENTO	RISO SERVICE 18-19 SY	01-5621-0003	6,550.00
P19-00248	RECOLOGY YUBA SUTTER	Districtwide	01-5570-0000	245,000.00
P19-00249	RECOLOGY YUBA SUTTER	Maint/Grounds/WHS/MHS	01-5570-0000	3,000.00
P19-00251	MISSION LINEN & UNIFORM	Districtwide Dust Mop/Cleaning Cloth Service	01-5562-0000	30,000.00
P19-00252	VOLTAGE SPECIALISTS	Off-site Monitoring	01-5565-0000	6,720.00
P19-00253	VOLTAGE SPECIALISTS	Fire Alarm Annual Test & Inspect	01-5565-0000	31,770.00
P19-00254	VOLTAGE SPECIALISTS	T & M Clocks & Fire Alarms	01-5565-0000	9,000.00
P19-00255	THE FIRE GUYS LLC	Fire Extinguisher Service	01-5583-0000	10,800.00
P19-00256	ADVANCED INTEGRATED PEST MANAGEMENT	District Pest Service	01-5582-0000	27,228.00
P19-00257	GOLDEN BEAR ALARMS	Alarm Service 2018-19 S.Y.	01-5581-0000	25,860.00
P19-00258	ADVANCED INTEGRATED PEST MANAGEMENT	Burrowing Rodent Control 2018-19	01-5582-0000	5,085.00
P19-00271	HCI Systems, Inc.	Fire Sprinkler & Pump Annual Inspections	01-5565-0000	36,966.00
Total Location				444,192.04
Location South Lindhurst (47)				
P19-00091	SMILE BUSINESS PRODUCTS, INC.	South Copier Rental 18-19 SY	01-5621-0003	100.00
			01-5630-0003	1,341.29
Total Location				1,441.29
Location Student Discipline/Attendance (109)				
P19-00093	SMILE BUSINESS PRODUCTS, INC.	SARB Copier Rental 18-19 SY	01-5630-0000	1,380.19

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Student Discipline/Attendance (109) (continued)					
P19-00094	SMILE BUSINESS PRODUCTS, INC.	Disc/Attend Copier Rental 18/19 SY	01-5630-0000	2,320.79	
			Total Location	3,700.98	
Location Superintendent (101)					
P19-00080	RAY MORGAN COMPANY	Superintendent Copier Maint 18-19	01-5621-0000	500.00	
P19-00287	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	3,000.00	
			Total Location	3,500.00	
Location Technology (102)					
P19-00072	INLAND BUSINESS SYSTEMS	Technology Copier Maint. 18-19 SY	01-5621-0000	100.00	
P19-00107	NETWORK CONSULTING SERVICES INC.	Ivanti LANDESK Renewal 7-01-18 through 6-30-19	01-5801-0000	44,919.60	
			Total Location	45,019.60	
Location Transportation (69)					
P18-04300	MID VALLEY SOUND	Bus Radios - S-22 & S-74	01-5641-0230	726.22	
P18-04301	LARRY GEWEKE FORD	Repair for S-4	01-5641-0230	14,593.04	
P18-04302	DOW LEWIS MOTORS	Engine for S-70	01-4450-0230	7,854.27	
P18-04360	BETTS TRUCK PARTS	Transportation - Repairs	01-5641-0230	2,577.00	
P18-04388	Mack's Auto Body	TRANSPORTATION - REPAIRS	01-5451-0000	2,272.02	
P18-04389	BUSWEST	TRANSPORTATION/Software	01-4300-0230	35.00	
			Total Location	859.57	
P18-04393	SUTTER BUTTES COMMUNICATIONS	TRANSPORTATION/Radios	01-4410-0230	1,581.69	
P19-00063	Sharp Electronics Corp.	Transp. Dept. Copier Service 18-19 SY	01-5621-0230	700.00	
P19-00175	AMADOR STAGE LINES, INC	TRANSPORTATION/CHARTER	01-5880-0230	50,000.00	
P19-00176	A-Z BUS SALES INC	TRANSPORTATION/SUPPLIES	01-4364-0230	15,000.00	
P19-00177	A-Z BUS SALES INC	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00	
P19-00178	BATTERY SYSTEMS/CHICO/REDDING	TRANSPORTATION/SUPPLIES	01-4330-0230	5,000.00	
P19-00179	BEN TOILET RENTALS	18/19 Main Bus Garage/Transportation Department	01-5630-0230	6,000.00	
P19-00180	BEN TOILET RENTALS	18/19 Challenge Shop/Transportation Department	01-5630-0230	1,100.00	
P19-00181	BETTS TRUCK PARTS	TRANSPORTATION	01-4364-0230	15,000.00	
P19-00182	BILL'S ELECTRIC AUTO REPAIR	TRANSPORTATION	01-5641-0230	1,000.00	
P19-00183	BUSWEST	TRANSPORTATION/Parts	01-4364-0230	40,000.00	
P19-00184	BUSWEST	TRANSPORTATION/REPAIRS	01-5641-0230	20,000.00	

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Location Transportation (69) (continued)				
P19-00185	CAPITOL CLUTCH AND BRAKE INC	TRANSPORTATION/SUPPLIES	01-4364-0230	1,000.00
P19-00186	CENTRAL DRUG SYSTEM, INC.	Transportation Drug Screens	01-5801-0230	8,000.00
P19-00187	Cisco Air Systems, Inc.	TRANSPORTATION/SUPPLIES	01-4364-0230	2,500.00
P19-00188	DOW LEWIS MOTORS	TRANSPORTATION/REPAIRS	01-5641-0230	6,000.00
P19-00189	DOW LEWIS MOTORS	TRANSPORTATION/SUPPLIES	01-4364-0230	2,500.00
P19-00190	E.T. QUALITY RV, INC	DENTAL VAN	01-5801-9014	600.00
P19-00191	Factory Motor Parts	TRANSPORTATION	01-4364-0230	7,000.00
P19-00192	FERM HYDRAULICS, INC	TRANSPORTATION/REPAIRS	01-5641-0230	1,000.00
P19-00193	FLEETPRIDE	TRANSPORTATION	01-4364-0230	1,000.00
P19-00194	Valley Forklift	TRANSPORTATION/Forklift parts	01-4364-0230	1,000.00
P19-00195	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	TRANSPORTATION/DMV Physicals	01-5801-0230	3,000.00
P19-00196	Garton Tractor, Inc.	TRANSPORTATION/Parts	01-4364-0230	500.00
P19-00197	HANCOCK PETROLEUM ENGINEERING	TRANSPORTATION	01-5641-0230	1,500.00
P19-00198	HARVEY & SONGER	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P19-00199	HOLT OF CALIFORNIA	TRANSPORTATION/PARTS	01-4364-0230	2,000.00
P19-00200	HUST BROTHERS INC	TRANSPORTATION	01-4364-0230	1,500.00
P19-00201	JEFF'S TRUCK SERVICE	TRANSPORTATION	01-5641-0230	10,000.00
P19-00202	JJMS Enterprises Inc.	Transportation - Parts	01-4364-0230	500.00
P19-00203	KIMBALL MIDWEST	TRANSPORTATION/Parts	01-4364-0230	1,500.00
P19-00204	LARRY GEWEKE FORD	TRANSPORTATION/REPAIRS	01-5641-0230	30,000.00
P19-00205	LARRY GEWEKE FORD	TRANSPORTATION/Parts	01-4364-0230	5,000.00
P19-00206	MAR-KEY LOCK & SECURITY	TRANSPORTATION	01-4300-0230	500.00
P19-00207	MISSION LINEN & UNIFORM	Floor Mat Rentals 2018-2019	01-5630-0230	2,000.00
P19-00208	NATOMAS TOWING	TRANSPORTATION	01-5801-0230	2,000.00
P19-00209	North State Tire Co., Inc.	TRANSPORTATION/Tires	01-4363-0230	40,000.00
P19-00210	NORTH VALLEY BARRICADE & SAFET	TRANSPORTATION/SUPPLIES	01-4300-0230	600.00
P19-00211	NORTH VALLEY DIESEL	TRANSPORTATION/REPAIRS	01-5641-0230	20,000.00
P19-00212	NORTH VALLEY DIESEL	TRANSPORTATION/PARTS	01-4364-0230	20,000.00
P19-00213	OFFICE DEPOT B S D	Open PO Trans 18/19	01-4300-0230	3,000.00

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Location Transportation (69) (continued)				
P19-00214	Powered Outdoor Equipment Co.	TRANSPORTATION/Parts	01-4364-0230	2,000.00
P19-00215	QUICK'S GLASS SERVICE INC	TRANSPORTATION	01-5641-0230	10,000.00
P19-00216	RAY'S GENERAL HARDWARE	TRANSPORTATION	01-4300-0230	150.00
P19-00217	RICK BROWN'S PROPANE	TRANSPORTATION	01-4300-0230	300.00
P19-00218	RIEBES AUTO SUPPLY	TRANSPORTATION	01-4364-0230	25,000.00
P19-00219	RIVERVIEW INTERNATIONAL TRUCKS	TRANSPORTATION	01-4364-0230	10,000.00
P19-00220	Romaine Electric Corporation	TRANSPORTATION	01-4364-0230	2,500.00
P19-00221	SAFETY KLEEN CORP	SHOP PARTS WASH BASIN SERVICE	01-5801-0230	1,000.00
P19-00222	SHADD JANITORIAL SUPPLY	TRANSPORTATION	01-4300-0230	500.00
P19-00223	SILVERADO STAGES CHARTER	TRANSPORTATION/CHARTER	01-5880-0230	2,500.00
P19-00224	STAPLES OFFICE SUPPLY	TRANSPORTATION	01-4300-0230	100.00
P19-00225	Steam Cleaners, Inc.	TRANSPORTATION/REPAIRS	01-5641-0230	200.00
P19-00226	SUPERIOR RADIATOR & COOLING SYSTEMS	TRANSPORTATION/REPAIRS	01-5641-0230	3,000.00
P19-00227	SUTTER BUTTES COMMUNICATIONS	GPS TRACKING 18-19	01-5801-0230	16,770.00
P19-00228	SUTTER BUTTES COMMUNICATIONS	SERVICE AGREEMENT 18-19	01-5621-0230	6,120.00
P19-00229	SUTTER BUTTES COMMUNICATIONS	TRANSPORTATION/SUPPLIES	01-4300-0230	1,500.00
P19-00230	THE HOSE SHOP	TRANSPORTATION	01-4364-0230	500.00
P19-00231	THE UPHOLSTERY SHOP ROGELIO MARTINEZ	TRANSPORTATION	01-5641-0230	1,000.00
P19-00232	TK SERVICES (THERMO KING)	TRANSPORTATION/PARTS	01-4364-0230	1,000.00
P19-00233	TRACTOR SUPPLY COMPANY	TRANSPORTATION	01-4300-0230	100.00
P19-00234	TRANSFINDER	SERVICE AGREEMENT 18-19	01-5801-0230	6,450.00
P19-00235	UNION LUMBER COMPANY	TRANSPORTATION	01-4300-0230	500.00
P19-00236	VALLEY TRUCK & TRACTOR CO	TRANSPORTATION	01-5641-0230	2,000.00
P19-00237	WAL-MART COMMUNITY BRC	TRANSPORTATION	01-4300-0240	2,000.00
P19-00238	Asbury Environmental Services	TRANSPORTATION	01-5801-0230	1,000.00
P19-00239	ARNE'S PAINT STORE INC.	TRANSPORTATION	01-4300-0230	500.00
P19-00240	ALL WEST COACHLINES	TRANSPORTATION/CHARTER	01-5880-0230	5,000.00
P19-00241	H & S AUTOMOTIVE	TRANSPORTATION	01-5641-0230	500.00
P19-00242	BETTS TRUCK PARTS	TRANSPORTATION Repairs	01-5641-0230	5,000.00

Includes Purchase Orders dated 06/01/2018 - 06/30/2018

Board Meeting Date July 17, 2018

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Transportation (69) (continued)				
P19-00243	DPF Filters, Inc	Transportation-Repairs	01-5641-0230	2,165.00
Total Location				482,853.81
Location Warehouse (71)				
P18-04356	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	2,381.57
P19-00009	Spicer's Paper, Inc.	WHS Stock 18-19 SY	01-9320-0000	88,557.16
P19-00010	SCHOOL SPECIALTY	WHS Stock 18-19 SY	01-9320-0000	14,526.38
P19-00011	S & S WORLDWIDE	WHS Stock 18-19 SY	01-9320-0000	4,682.36
P19-00012	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	8,739.95
P19-00013	SAC VAL JANITORIAL SALES & SERVICES, INC.	WHS Stock 18-19 SY	01-9320-0000	44,603.11
P19-00014	UNIPAK CORP.	WHS Stock 18-19 SY	01-9320-0000	25,436.04
P19-00015	J.C. NELSON SUPPLY COMPANY	WHS Stock 18-19 SY	01-9320-0000	2,836.58
P19-00016	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	40,335.90
P19-00017	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	617.57
P19-00020	SCHOOL SPECIALTY	WHS Stock 18-19 SY	01-9320-0000	2,324.08
P19-00021	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	34,243.86
P19-00022	PYRAMID SCHOOL PRODUCTS	WHS Stock 18-19 SY	01-9320-0000	10,842.06
P19-00024	US GAMES	WHS Stock 18-19 SY	01-9320-0000	2,445.37
P19-00025	PYRAMID SCHOOL PRODUCTS	WHS Stock 18-19 SY	01-9320-0000	36,957.59
P19-00026	SCHOOL SPECIALTY	WHS Stock 18-19 SY	01-9320-0000	3,515.09
P19-00027	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	10,834.33
P19-00028	PYRAMID SCHOOL PRODUCTS	WHS Stock 18-19 SY	01-9320-0000	12,023.02
P19-00029	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	128.34
P19-00030	SCHOOL SPECIALTY	WHS Stock 18-19 SY	01-9320-0000	687.06
P19-00031	MEDCO SUPPLY COMPANY	WHS Stock 18-19 SY	01-9320-0000	670.93
P19-00032	Everything Medical	WHS Stock 18-19 SY	01-9320-0000	4,183.91
P19-00033	HENRY SCHEIN COMPANY	WHS Stock 18-19 SY	01-9320-0000	49.02
P19-00034	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	884.00
P19-00035	PYRAMID SCHOOL PRODUCTS	WHS Stock 18-19 SY	01-9320-0000	1,515.15
P19-00270	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	13,504.85
Total Location				367,525.28

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

001 - Marysville Joint Unified School District

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Includes Purchase Orders dated 06/01/2018 - 06/30/2018

Board Meeting Date July 17, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39)				
P19-00092	SMILE BUSINESS PRODUCTS, INC.	Yuba Feather Copier Rental 18-19 SY	01-5621-0003	260.00
			01-5630-0003	3,512.35
			Total Location	3,772.35
Location Yuba Gardens Intermediate (39)				
P18-04307	PLACER CO OFFICE OF EDUCATION	PBIS Professional Development	01-5801-3010	1,700.00
P18-04327	AMAZON.COM	Banker Boxes	01-4300-1100	36.06
P19-00044	ADVANCED DOCUMENT CONCEPTS	YGS Staff Copier Maint. 18-19 SY	01-5621-0003	1,400.00
P19-00058	Sharp Electronics Corp.	Yuba Gardens Admin Copier Service 18-19 SY	01-5621-0003	1,500.00
P19-00066	PTM Document Systems	YGS Maint. 18-19 SY	01-5621-0003	499.00
			Total Location	5,135.06
		Total Number of POs	Total	4,212,549.90
		437		

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	101	1,051,302.12
09	Chtr Schs	8	12,674.17
12	Child Dev	2	768.00
13	Cafeteria	3	3,343.58
14	Def Maint	2	24,776.00
73	Fndh Priv	2	100.00
	Total Fiscal Year 2018		1,092,963.87
		292	3,014,972.73
01	Gen Fund	12	16,912.61
09	Chtr Schs	11	45,068.50
12	Child Dev	1	1,580.19
13	Cafeteria	2	40,302.00
14	Def Maint	1	750.00
25	Cap Fac		
	Total Fiscal Year 2019		3,119,586.03
	Total		4,212,549.90

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

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Includes Purchase Orders dated 06/01/2018 - 06/30/2018

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P18-00552	539,000.00	13-4717	Cafeteria/FoodPurcSch	72,000.00
P18-00607	18,000.00	13-5641	Cafeteria/Equip Repa	7,000.00-
P18-00608	14,300.00	13-5641	Cafeteria/Equip Repa	800.00
P18-00611	72,500.00	13-4717	Cafeteria/FoodPurcSch	665.01
P18-00612	469,500.00	13-4711	Cafeteria/Milk	30,500.00-
P18-00613	213,000.00	13-4717	Cafeteria/FoodPurcSch	13,000.00-
P18-00733	261.00	01-5630	Gen Fund/Rents/Leas	61.00
P18-01505	1,076.53	01-5801	Gen Fund/Contracts	119.07
P18-01822	1,174.77	09-4300	Chtr Schs/Mat&Suppli	425.00
P18-01984	7,310.09	13-4410	Cafeteria/Equip NonC	2,870.00
P18-03279	32.42	01-4300	Gen Fund/Mat&Suppli	11.67-
P18-03401	598.35	01-4300	Gen Fund/Mat&Suppli	20.41-
P18-03650	1,166.37	01-5630	Gen Fund/Rents/Leas	191.34
P18-03801	532.18	01-4300	Gen Fund/Mat&Suppli	475.23-
P18-04013	32,874.29	01-4450	Gen Fund/Equip NonC	1,106.21-
P18-04026	241.84	01-4300	Gen Fund/Mat&Suppli	196.53-
Total PO Changes				24,821.37



702 Nord Avenue • P.O. Box 3870 • Chico, CA 95921

Equipment Rental Agreement

Business Name: Marysville Joint Unified School District

Address: 1919 B Street

City: Marysville State: Ca Zip: 95901 Phone: (530) 749-6107

Location: Kynoch Elementary School, 1905 Ahern Street, Marysville, Ca. 95901

Hereinafter called "Customer", has requested Advanced Document Concepts, hereinafter called "Lessor", to install for use by customer the equipment listed at the locations indicated, on the terms and conditions hereinafter set forth:

Model Number:	Serial Number:	Machine ID:	Monthly Rate:
<u>Kyocera TA- 5551ci</u>	<u>L81500430</u>	<u>4749</u>	<u>\$100.00 plus tax</u>

I. Customer Shall:

- Pay lessor an installation charge of \$ 0 for the equipment to be installed.
- Pay lessor Quarterly for the use of the equipment a rental fee of \$ 300.00 per quarter, plus 8.25% use tax.

II. Lessor Shall:

- Cause the equipment to be installed at the above location.
- Provide instructional service in the operation of the equipment to customer's employees.

- III. a.) This agreement shall become effective on the date of the installation of the equipment and shall continue in effect for a period of 60 months. This agreement is non-cancellable during the initial term. At the end of the initial term, this agreement will continue in effect for successive 3-month periods until terminated by either party on thirty days' written notice to the other of its desire to do so prior to the end of any such 3-month period.

- IV. a.) This agreement includes all guarantees and services expressed in the Customer Proposal dated June 19, 2018

Customer: Marysville Joint Unified
School District

Signature: _____

Michael Hodson

Title: Assistant Superintendent

Business Services

Date: July 17, 2018

Lessor: Advanced Document
Concepts

Signature: _____

Title: V.P.

Date: 6/29/18

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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COMPREHENSIVE TECHNICAL SUPPORT • PRINTING SUPPLIES

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Rental Agreement or (to the extent required by applicable law) the Rental Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver to and or make available for the removal the Equipment by Advanced Document Concepts. If Customer fails to deliver, or to make available the removal of the Equipment by Advanced Document Concepts, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession, and or make available for the removal of the Equipment by Advanced Document Concepts. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

Customer: Marysville Joint Unified
School District

Signature: _____

Michael Hodson
Assistant Superintendent

Title: Business Services

Date: July 17, 2018

Lessor: Advanced Document
Concepts

Signature: *Darlene Foghman*

Title: *Secretary, Treasurer*

Date: *7-2-18*

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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SACRAMENTO REGIONAL TRANSIT CONNECT CARD CORPORATE ACCOUNT AGREEMENT

This Connect Card Corporate Account Agreement between SACRAMENTO REGIONAL TRANSIT DISTRICT, hereafter "RT," and Marysville Joint Unified School District, hereafter "Corporate Account," is made and entered into as of _____, [do not fill in date, RT staff will enter]. RT and Corporate Account do mutually agree as follows:

1. Terms and Conditions

Connect Card is a regional electronic transit fare system that enables the electronic issuance and collection of transit fares for multiple transit agencies in the greater Sacramento region. The Corporate Account Program enables employers and organizations to load various transit fare products and cash value onto participants' Connect Cards using a secure website provided by RT. To qualify for the RT Sales Corporate Account Program, the Corporate Account must agree to sell at least \$500 of regional fare product and/or cash value per month or the agreement may be terminated at RT's sole discretion. RT reserves the right to pre-screen Corporate Account (including a credit check), and may require a security deposit from Corporate Account based on the anticipated sales volume.

Corporate Account accepts and will comply with the Connect Card Terms and Conditions and Privacy Policy which are published online at the links below and are routinely updated. Corporate Accounts will be notified of all changes to the Terms and Conditions and Privacy Policy and the new terms and conditions will be deemed to have been accepted by Corporate Account unless Corporate Account submits an objection to RT and it is received by RT within 15 days of notice of change.

- Connect Card Terms and Conditions: [<https://www.connecttransitcard.com/Pages/Terms>]
- Connect Card Privacy Policy: [<https://www.connecttransitcard.com/Pages/Privacy>]

Upon approval of this agreement, RT will provide Corporate Account with a username and password to access the Connect Card Corporate Account Portal, hereafter "Portal"; where a(n) authorized representative(s) of Corporate Account can manage cardholders and load fare products to participants' cards. Corporate Account is financially liable for all fare products loaded through its Portal. To avoid unauthorized transactions, Corporate Account will restrict access to the portal and only permit authorized users to access the portal.

Upon approval of this agreement, RT will distribute one card for each program participant to Corporate Account free of charge. Additional cards for replacements and new-hires will be provided upon request at a cost of up to \$5.00 each to be billed on Corporate Account's monthly invoice. Cards can be ordered by calling 916-321-2822 or e-mailing your request to: corpsales@connecttransitcard.com. Please include your name, organization name, phone number, and the quantity of cards requested; allow 7 days for receipt of your cards. Upon receipt of cards, verify quantity and notify RT immediately of any discrepancies. Discount Connect Cards must be picked up in person by the card holder at their local transit authority's Customer Service Center.

2. Payment Terms

RT will send a detailed invoice at the end of each calendar month which has the following payment terms: Net 30 days from receipt of invoice. RT accepts payment by electronic transfer and check. RT will accept credit card payments, but a 3% fee will be added to the transaction amount to cover processing fees. Payments received more than 30 days past the due date will incur a 1% late fee. If your account becomes 60 days past due, it will be suspended until the account is brought current. There will be a \$35 fee for returned checks.

ALL TRANSIT FARES AND CARD FEES ARE NON-REFUNDABLE

3. Independent Contractor

By participating in the Connect Card Corporate Account Program, Corporate Account acts as an independent contractor and not as an employee of RT. In particular, RT is not responsible for providing

workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees or contractors of Corporate Account that is based upon the relationship of employer and employee. Corporate Account assumes all responsibility for payment of wages to its employees and for federal and state income tax withholding. Corporate Account hereby agrees to indemnify and hold RT and participating transit agencies, their officers and employees, harmless from any and all claims that may be made against RT and participating transit agencies based upon any contention by any employee of Corporate Account or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

4. Termination

Either party may terminate this Connect Card Corporate Account Agreement by giving 60 days advance written notice and specifying the effective date of termination. Any notice of termination must be sent to the other party via certified or registered mail addressed as set forth below. RT, in its sole discretion, may terminate this Agreement without prior notice to Corporate Account for nonpayment, filing a petition in bankruptcy, or violation of any term or condition as set forth in this Agreement. Upon termination of this Agreement, Corporate Account will be responsible for returning in any unused stock of Connect Cards to RT within 10 business days.

5. Authority

The person signing this Agreement on behalf of the Corporate Account hereby certifies that it has the authority to bind the Corporate Account to the terms and conditions set forth herein.

Agreed to by:	Agreed to by:
Marysville Joint Unified School District	SACRAMENTO REGIONAL TRANSIT DISTRICT
Organization Name	
Authorized Signature	
Michael Hodson	Henry Li
Printed Name	General Manager/CEO
	Approved as to Content:
Assistant Superintendent Business Services	
Title	BRENT BERNEGGER
1919 B Street	VP, Chief Financial Officer
Marysville, CA 95901	
Mailing Address	Approved as to Legal Form:
530-749-6115	RT Attorney
Phone Number	
mhodson@mjusd.k12.ca.us	1400 29 th Street
e-Mail Address	PO Box 2110
	Sacramento, CA 95812-2110
	(916) 321-2822



Marysville Joint Unified School District

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

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

THIS CONTRACT made and entered into on July 17, 2018 (Insert Board meeting date or ratification date), by and between American Eagle Enterprises 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:

Ten thousand Seven hundred Fifty and No/100 Dollars (\$ 10,750.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C11 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of July, 18, 2018. (Insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by August, 30, 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

68-0116649
 Employer Identification Number

License No: 511101 Classification: C11 Expiration Date: 6/30/2019

(District Use Only. License verified by Julie Brown Date: 6/11/2018)
 Fill at time of preparation - DISTRICT STAFF ONLY

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

Contractor Name: American Eagle Enterprises

Contractor Address: _____
1856 Seville Drive
Napa, CA 94559

Phone: (916) 434-6561

Email: jerrykincanon@gmail.com

Print Name: Jerry Kincanon

Title: President

Authorized Signature: [Signature]

District Acceptance: _____
 Michael Hodson, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):
Justin Woodridge
Casey Gannon

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: 6/15/18

American Eagle Enterprises (Company)

[Signature] (Authorized Signature)
Jerry Kincanon (Print Name)

President (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

Revised 02-28-2017

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

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

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 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, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

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

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



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

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

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any 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 the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED July, 18 2018
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21



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ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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

Signature, Contractor's Authorized Representative

Jerry Kincanon

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.)

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Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: 2018-2019 Bleacher Inspections _____ between the Marysville Joint Unified School District ("District" or "Owner") and American Eagle Enterprises ("Contractor" or "Bidder").

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

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

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

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

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

Name: [Signature]

Title: President

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: 2018-2019 Bleacher Inspections
between Marysville Joint Unified School District (the "District" or the "Owner") and
American Eagle Enterprises (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: 6/15/18

Proper Name of Contractor: American Eagle Enterprises

Signature: 

Print Name: Jerry Kincanon

Title: President

(Remainder of page left blank intentionally)

Attachment f

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
KINCAID ENTERPRISES INC.	1000000615	NAPA	NAPA	C&L B-511101	Active	08/17/2018	08/30/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2018

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

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

PRODUCER Albrecht Insurance Services 915 Highland Pointe Dr. Ste. 250 Roseville CA 95678		CONTACT NAME: Brian Albrecht PHONE (A/C, No, Ext): (916) 645-2926 E-MAIL: brian@albrechtins.com ADDRESS:		FAX (A/C, No):
INSURED Kincanon Enterprises, Inc., DBA: American Eagle Enterprises 1856 Seville Dr Napa CA 94559		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: SCOTTS DALE INS CO		41297
		INSURER B: OHIO SECURITY INS CO		24082
		INSURER C: HARTFORD INS CO OF THE MIDWEST		37478
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPS3036071	03/04/2018	03/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAS56656999	08/04/2017	08/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	57WECPK9392	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Marysville School District
1919 B Street
Marysville, CA 95901

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Attachment F

Quote



Serving California's schools

Date: 8/4/18
Quote # 1190
Quote expires in 60 days

American Eagle Enterprises

1856 Seville Dr.
Napa Ca. 94558
Phone 916-434-8561
Fax 916-434-6562
Jerrykincanon@gmail.com

TO **Edgewater Jr. High**
4 units of 3 row
Hussey Bleachers

Qty	Description	Unit Price	Line Total
	1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.		
	2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.		
	3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.		
	4. Adjust and plumb all vertical frame uprights. Re-weld where needed.		
	5. Replace or repair upper alignment assemblies.		
	6. Repair front row brake trip assemblies.		
	7. Lubricate upper and lower glide assemblies.		
	8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.		
	9. Repair or replace apron board hinges.		
	10. Adjust all tier catches, straighten or replace where needed.		
	11. Repair or replace all row arm stop channels.		
	12. Service and adjust motor system.		
	13. A 1 year warranty is provided on all work performed, except where abuse was the cause.		
Service price			1,485.00

Last service 2017 (1 year)

Attachment J

Quote



Serving California's schools

Date: 6/4/18
Quote # 1188
Quote expires in 60 days

American Eagle Enterprises

1856 Seville Dr.
Napa Ca. 94559
Phone 816-434-6561
Fax 816-434-6582
Jerrykincanon@gmail.com

TO Lindhurst High
8 units of 8 row
Universal Bleachers

Qty	Description	Unit Price	Line Total
	1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.		
	2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.		
	3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.		
	4. Adjust and plumb all vertical frame uprights. Re-weld where needed.		
	5. Replace or repair upper alignment assemblies.		
	6. Repair front row brake trip assemblies.		
	7. Lubricate upper and lower glide assemblies.		
	8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.		
	9. Repair or replace apron board hinges.		
	10. Adjust all tier catches, straighten or replace where needed.		
	11. Repair or replace all row arm stop channels.		
	12. Service and adjust motor system.		
	13. A 1 year warranty is provided on all work performed, except where abuse was the cause.		
Service price			2,690.00

Attachment J

Quote



Serving California's schools

Date: 8/4/18
Quote # 1187
Quote expires in 80 days

American Eagle Enterprises

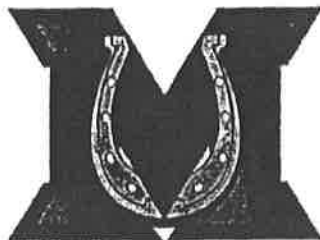
1856 Seville Dr.
Napa Ca. 94559
Phone 916-434-6561
Fax 916-434-6562
Jerrykncanon@gmail.com

TO **Marysville High**
10 units of 9 row
Universal Bleachers

Qty	Description	Unit Price	Line Total
	<p>1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.</p> <p>2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.</p> <p>3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.</p> <p>4. Adjust and plumb all vertical frame uprights. Re-weld where needed.</p> <p>5. Replace or repair upper alignment assemblies.</p> <p>6. Repair front row brake trip assemblies.</p> <p>7. Lubricate upper and lower glide assemblies.</p> <p>8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.</p> <p>9. Repair or replace apron board hinges.</p> <p>10. Adjust all tier catches, straighten or replace where needed.</p> <p>11. Repair or replace all row arm stop channels.</p> <p>12. Service and adjust motor system.</p> <p>13. A 1 year warranty is provided on all work performed, except where abuse was the cause.</p>		
		Service price	2,690.00

Attachment J

Quote



Serving California's schools

Date: 6/4/18
Quote # 1189
Quote expires in 60 days

American Eagle Enterprises

1856 Seville Dr.
Napa Ca, 94559
Phone 916-434-6561
Fax 916-434-6562
Jerrykincanon@gmail.com

TO **McKenney Jr. High**
4 units of 9 row
Hussey Bleachers

Qty	Description	Unit Price	Line Total
	<p>1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.</p> <p>2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.</p> <p>3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.</p> <p>4. Adjust and plumb all vertical frame uprights. Re-weld where needed.</p> <p>5. Replace or repair upper alignment assemblies.</p> <p>6. Repair front row brake trip assemblies.</p> <p>7. Lubricate upper and lower glide assemblies.</p> <p>8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.</p> <p>9. Repair or replace apron board hinges.</p> <p>10. Adjust all tier catches, straighten or replace where needed.</p> <p>11. Repair or replace all row arm stop channels.</p> <p>12. Service and adjust motor system.</p> <p>13. A 1 year warranty is provided on all work performed, except where abuse was the cause.</p>		
Service price			1,850.00

Attachment

Quote



Serving California's schools

Date: 6/4/18
Quote # 1182
Quote expires in 60 days

American Eagle Enterprises

1858 Seville Dr.
Napa Ca. 94558
Phone 916-434-8561
Fax 916-434-6582
Jennykincanon@gmail.com

TO **Yuba Gardens Jr.
High**
4 units of 3 row
Hussey Bleachers

Qty	Description	Unit Price	Line Total
	1. Replace missing wheels, axles and pin assemblies. Lubricate wheels with P.J.-1.		
	2. Tighten bolts, nuts and hardware in under structure. Tighten seat, face and foot boards, replace with original hardware where needed.		
	3. Re-anchor, plumb and square rear uprights. Tighten all wall attachments. Replace or repair any damaged wall attachments.		
	4. Adjust and plumb all vertical frame uprights. Re-weld where needed.		
	5. Replace or repair upper alignment assemblies.		
	6. Repair front row brake trip assemblies.		
	7. Lubricate upper and lower glide assemblies.		
	8. Repair all bent or damaged working mechanisms which inhibit or hinder operation of the bleachers.		
	9. Repair or replace apron board hinges.		
	10. Adjust all tier catches, straighten or replace where needed.		
	11. Repair or replace all row arm stop channels.		
	12. Service and adjust motor system.		
	13. A 1 year warranty is provided on all work performed, except where abuse was the cause.		
Service price			2,035.00

Last service 2017 (1 year)



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 511101

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

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

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

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

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

Data current as of 6/15/2018 2:04:35 PM

Business Information

KINCANON ENTERPRISES INC
dba AMERICAN EAGLE ENT

1856 SEVILLE DR
NAPA, CA 94559
Business Phone Number: (916) 434-6561

Entity Corporation
Issue Date 05/22/1987
Expire Date 05/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C-8 - CONCRETE
C-61 / D34 - PREFABRICATED EQUIPMENT

Bonding Information

Contractor's Bond

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

Bond Number: 100395746

Bond Amount: \$15,000

Effective Date: 06/11/2018

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 03/29/2007

Workers' Compensation

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

Policy Number: 57WECPK9392

Effective Date: 01/01/2016

Expire Date: 01/01/2019

[Workers' Compensation History](#)

Other

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



Marysville Joint Unified School District

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

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

THIS CONTRACT made and entered into on July 17, 2018 (Insert Board meeting date or ratification date), by and between Barrows Landscaping, 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:

Twenty thousand Five hundred Fifty Three and No/100 Dollars (\$ 20,553.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C27 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of July, 18, 2018. (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by August, 31, 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



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 6	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
	ATTACHMENT A – Contractor Certification Form	on 6	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	X	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (If \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. <u> </u>

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

20-2921861
 Employer Identification Number

License No: 426563 Classification: C27 Expiration Date: 9/30/2019

(District Use Only: License verified by Julie Brown Date: 6/21/2018
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Barrow's Landscaping, Inc.

Contractor Address: 764 Winship Road
Yuba City, CA 95991

Phone: (530) 674-9500

Email: sales@barrowslandscaping.ca

Print Name: Eugene Barrow

Title: Owner

Authorized Signature: Eugene Barrow

District Acceptance: Michael Hodson, Assistant Superintendent of Business Services

Date:
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Name(s) of employee(s):

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

Dated: 6/25/18 Barrow's Landscaping, Inc (Company)

Eugene Barrow (Authorized Signature)

Eugene Barrow (Print Name)

Owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

Revised 02-28-2017

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED July, 18, 2018
(Insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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


Signature, Contractor's Authorized Representative

Eugene Barrow
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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2017

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

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

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

CONTACT NAME: Beverly Nelson, CISR, CPSR
PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558
E-MAIL: bnelson@lcisinc.com
ADDRESS:

INSURED
Barrow's Landscaping, Inc.
764 Winship Road

Yuba City CA 95991

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Oak River Insurance Company	34630
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17/18 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	BAWC812361	9/1/2017	9/1/2018	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All landscape operations performed by or on behalf of the named insured

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

B Nelson, CISR, CPSR/

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Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Yuba Feather Play Area between the Marysville Joint Unified School District ("District" or "Owner") and Barrow's Landscaping, 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: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

_____ Other, describe:

DISTRICT

Signature: _____ Title: Director Buildings & Grounds Date: _____
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Yuba Feather Play Area
between Marysville Joint Unified School District (the "District" or the "Owner") and
Barrow's Landscaping, 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:

6/22/18

Proper Name of Contractor: Barrow's Landscaping, Inc.

Signature:

Eugene Barrow

Print Name:

Eugene Barrow

Title:

Owner

(Remainder of page left blank intentionally)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2017

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 5

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	9912808	09/16/2017	09/16/2018	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG	\$2,000,000
	OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	N	N	9912808	09/16/2017	09/16/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	9912809	09/16/2017	09/16/2018	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER

392-376-0
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT,
1919 B ST
MARYSVILLE, CA 95901-3731

5 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

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

7/1/2018 - 6/30/2019

example: 1234567890

example: ABC COMPANY

426563

Select County

Search

Reset

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 4 (commencing with section 17220 of the California Labor Code.)

Export as:  Excel |  PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Licenses Type/Number(s)	Current Status	Registration Date	Expiration Date
View	BARROW'S LANDSCAPING, INC	1000014965	SUTTER	YUBA CITY	CSLB-425653	Active	05/11/2018	05/30/2019

V2-2017

Maurice
Negueloua



Attachment J
**Barrow's
Landscaping, Inc.**

764 Winship Rd., Yuba City, CA 95991 530-674-9500

ALTERNATE O.K. M.N.
Please Proceed with Contract
Maurice Negueloua
6-21-18

Proposal

Marysville Joint Unified School District
Att: Maurice Negueloua
Yuba Feather Elementary School

Directions:

Wednesday, June 20, 2018

Work Phone:

Home Phone:

Cell Phone: 916-660-6321

Fax:

Email: mnegueloua@mjuds.com

Quoted By: Eugene Barrow

Bid Proposal:

This price and preliminary design is based on: 50 gpm at 60 psi from POC.

Base Bid Play Area: \$17,570.00

Design an irrigation system around the play ground area.

Install 2" sch 40 mainline from POC and extend into play area. Extend 2 wire to all valves.

Install Hunter ICV valves.

Install I-20 or I25 rotor heads or Hunter popups with rotary nozzles to water grass.

Backfill trenches with native soil.

Import compost to rototill into the ground.

Connect to existing clock on site using existing wire at existing valves.

Rototill and grade lawn area.

Hydroseed play area lawn inside fence.

Add Alternate:

Install sod instead of Hydroseed. Add to price above: \$2,983.00 M.N.

See Page 2

Barrow's Landscaping

764 Winship Rd., Yuba City, CA 95991 530-674-9500

General Notes: For cost savings MJUSD to patch asphalt on roads if needed. MJUSD and Barrow's will need to agree upon rock removal clause and price increase if our trenching equipment is not able to trench through the school field due to rock below ground. If rocks are produced by trenching Barrow's will stack rock on site. Owner to grade slope, install cobble if desired, install bark as needed. Owner to rough grade and set grade as desired.

Performance & Payment Bond price not included. If required an additional 2.5% to be added on top of the total for the job.

ACCEPTED: _____ DATE: _____

WE ARE A RAINBIRD SELECT CONTRACTOR WITH A 1 YEAR WARRANTY ON IRRIGATION SYSTEMS; 5 YEAR PARTS WARRANTY ON RAINBIRD HEADS, VALVES, & CONTROLLERS; 30 DAY PLANT WARRANTY.

General Contractor/Owner to provide locations of underground utilities not marked by USA Digg. All unmarked utilities damaged by digging will not be the responsibility of Barrow's Landscaping. Price subject to change after 30 days. This proposal is contingent upon a mutually agreed upon contract document. All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by workman's compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Payment is due within 10 days of invoice date and is past due thereafter. In consideration of the extension of credit, a liquidated damages charge on all past due accounts will be computed by a periodic rate of 1-1/2% per month for a total annual percentage rate of 18%. You will be liable for attorney fees and costs incurred in collecting any past due balance. This price is a cash price, additional 3% to be added if paid by credit card.



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 426563

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

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

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

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

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

Data current as of 6/21/2018 11:34:04 AM

Business Information

BARROWS LANDSCAPING INC

764 WINSHIP ROAD

YUBA CITY, CA 95991

Business Phone Number:(530) 674-9500

Entity Corporation

Issue Date 08/16/1982

Reissue Date 09/26/2005

Expire Date 09/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

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

Bond Number: 125131

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual STERLING MARC BARROW 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: 09/26/2005

Workers' Compensation

This license has workers compensation insurance with the OAK RIVER INSURANCE COMPANY

Policy Number:BAWC812361

Effective Date: 09/01/2017

Expire Date: 09/01/2018

Workers' Compensation History

Miscellaneous Information

09/26/2005 - LICENSE REISSUED TO ANOTHER ENTITY



Marysville Joint Unified School District

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

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

THIS CONTRACT made and entered into on July 17, 2018 (Insert Board meeting date or ratification date), by and between Brownsville Sand & Gravel 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:

Twenty thousand hundred and No /100 Dollars (\$ 20,000.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C12 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of July, 18, 2018. (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by August, 31, 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

81-0573544
 Employer Identification Number

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

(District Use Only: License verified by Julie Brown Date: 6/28/2018)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Brownsville Sand & Gravel, Inc.

Contractor Address: _____
PO Box 1408
Marysville, CA 95901

Phone: (530) 675-2794

Email: bsgpaving@att.net

Print Name: Jaime Arvizu

Title: President

Authorized Signature: _____

District Acceptance: _____
 Michael Hodson, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Brad Black
Shelby Arvizu

Name(s) of employee(s):

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

Dated: 6-28-18

Brownsville Sand & Gravel, Inc (Company)

[Signature] (Authorized Signature)

Jaime Arvizu (Print Name)

President (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED July 18, 2018
(Insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21



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ATTACHMENT C


CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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



Signature, Contractor's Authorized Representative
Jaime Arvizu

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Loma Rica Parking Lot between the Marysville Joint Unified School District ("District" or "Owner") and Brownsville Sand & Gravel, Inc ("Contractor" or "Bidder").

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

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

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

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

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

Name: Jaime Arvizu

Title: President

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

_____ Other, describe:

DISTRICT

Signature: [Signature] Title: Director Buildings & Grounds Date: 7-2-18
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Loma Rica Parking Lot
between Marysville Joint Unified School District (the "District" or the "Owner") and
Brownsville Sand & Gravel, Inc (the "Contractor" or the "Bidder").

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

Date: 6-28-18

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

Signature: [Handwritten Signature]

Print Name: Jaime Arvizu

Title: President

(Remainder of page left blank intentionally)

Date : 6/4/2018

PROPOSAL

GF
6.18.18
~~deferred~~
~~maint.~~

BROWNSVILLE
BROWNSVILLE, CA
SAND & GRAVEL, INC.

PAVING • GENERAL ENGINEERING CONTRACTORS

P.O. Box 1408 Marysville, Ca. 95901

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

NAME / ADDRESS

MJUSD

1919 B St. Marysville, Ca.

749-6184

JOB NAME & LOCATION

Pave Parking Lot

Loma Rica School

PROPOSAL IS FOR THE FOLLOWING WORK:

Grade lower parking lot add base rock as needed for proper grade.

Water, compact and pave @ 2" thick approx. 8000 sq.ft. of area.

Prevailing wage to be paid on this job.

PROPOSAL TOTAL: \$ 20,000.00

Twenty Thousand Dollars

TERMS OF PAYMENTS MADE AS FOLLOWS:

Upon Completion

SIGNATURE OF CLIENT & DATE

SIGNATURE OF CONTRACTOR
CON. LICENSE # 708380

Customer's Acceptance of Proposal

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

You are authorized to do the work as specified.

Payment as outlined above.

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

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

**REQUEST FOR PRICING (RFP)
DAIRY
BID #19-1009**

This is a formal request for pricing on **DAIRY** (bid# 19-1009) for the Marysville Joint Unified School District (MJUSD) for the 2018-2019 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: **Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901** on or before **Tuesday, June 5, 2018 at 1:00 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjUSD.com. **All questions shall be submitted by email before 9:00am on May 29, 2018.**

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the bid form in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The regulation defines domestic commodity or product as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that was grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the nondomestic product.

This includes foods that are sold to students as a la carte food items.

Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2018 through July 31, 2019. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2018 through July 31, 2019**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. It is our understanding that prices are subject to increase and decrease as follows: **For any changes in Class 1, 2, 3, or 4 raw product costs, as established by the State of California, Department of Food and Agriculture, and/or Bureau of Milk Stabilization, the corresponding cost change plus any labor costs will be passed through to MJUSD.**
- c. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. For items not affected by the Class 1, 2, 3, or 4 price changes stated above, the original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- d. A response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be deemed non-responsive to that specific item.

3. Product Specification

The vendor shall bid the portion size and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after bid opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at the school in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. Dairy shall be delivered DAILY to any of the school kitchens/cafeteria between the hours of 5:30am and 10:00am. Orders will be subject to adjustment. Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.
 - i. Exception to the daily delivery schedule: delivery twice a week is necessary at the following locations: Browns Valley, Dobbins, Foothill, Loma Rica, and Yuba Feather
- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. All perishable dairy shall be delivered in refrigerated trucks maintaining food at internal temperature of 41 degrees Fahrenheit or lower.
- e. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- f. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Browns Valley Elementary	9555 Browns Valley Road	Browns Valley 95918
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
Dobbins Elementary	Dobbins School Road	Dobbins 95935
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Foothill Intermediate	5351 Fruitland Road	Marysville 95901
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Loma Rica Elementary	5150 Fruitland Road	Marysville 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Feather Elementary	18008 Oregon Hill Road	Challenge 95925
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:
 - Up to 40 points based on price
 - Up to 30 points based on references
 - Up to 15 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. **Samples**
Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.
2. **Sanitary and Quality Control Requirements**
 - a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
 - b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
 - c. **All products shall have a readable code date.**
 - d. **Fluid milk and juice shall have at least a ten day code date at time of delivery.**
 - e. All products shall be free of off flavors or any other possible contamination.
 - f. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
 - g. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.
3. **Billing**
 - a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
 - b. The vendor shall provide a statement at the end of the month to Marysville Joint Unified School District, Attn: Nutrition Services, 1919 B Street, Marysville, CA 95901.
 - c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

4. **Payment**
Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of 0 % days.
5. **Addenda or Bulletins**
Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on at www.mjusd.com/bid and is the responsibility of the vendor to check website for addendums.
6. **Execution of Contract**
Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).
7. **Default by Bidder**
The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.
8. **Modification of Contract**
This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.
9. **Hold Harmless Clause**
The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.
10. **Force Majeure Clause**
Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily

established that the nonperformance is not due to the fault or neglect of the party not performing.

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The MJUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Marysville Joint Unified School District

MJUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require MJUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the fresh produce items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

Signature _____

Yes ☒ No ☐

CASE 84
CASE

Max number of agencies (if applicable): _____

Up to _____ miles from MJUSD

19. Bid Extension

In accordance with Section 17596 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, June 5, 2018 at 1:00 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, June 5, 2018 at 1:00 p.m.

COMPANY NAME: CRYSTAL CREAMERY

ADDRESS: 529 KANSAS AVE MODESTO, CA 95351

PHONE #: (209) 576-3460 FAX #: (209) 576-3437

AUTHORIZED AGENT NAME: KEKOA COX, DIRECTOR OF FP+A

AUTHORIZED AGENT SIGNATURE: 

EMAIL: kecox@crystalcreamery.com DATE: 6/4/2018

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Dairy Items to 18 school sites
August 1, 2018 - July 31, 2019

Supplier: CRYSTAL CREAMERY

Signature: [Signature]

Printed Name: LEONA COX

Date: 1/4/2018

No.	Item	Approx. District Usage per Month (unit)	Pack Size	Code #	Price / Unit	Comments (include change in case pack size if applicable)
1	1% WHITE MILK	100,750	half pint	160688	.1774	
2	NON FAT CHOCOLATE MILK	185,500	half pint	160114	.1870	
3	NON FAT STRAWBERRY MILK	4,225	half pint	160120	.1870	Friday Only
4	BUTTER, QTRS	135	1lb	160310	3.0594	Changes weekly
5	BUTTERMILK	80	half gallon	160205	1.5000	
6	REAL SOUR CREAM	40	5#	160180	6.000	
7	EGGS	10	DZ	57162	3.0100	Changes weekly
8	LF COTTAGE CHEESE	1	5#	160357	5.0000	

225

NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying, and the bid file by requested deadline.

2018 Financial Annual Impact Based off Last 52 Week Sales

GWSS (BUSS#)	UPC10	Description	Annual Net Units	Current Price	New Price	Price Change	PY Annual Net Sales	Annual Net Sales
9485	7870041116	R&I 100%WW 20SL 24Z	7,685	\$ 1.89	\$ 1.95	\$0.06	\$14,525	\$14,960
4259	7870080031	R&I 53%WGW STKRL6P16	1,861	\$ 2.19	\$ 2.26	\$0.07	\$4,076	\$4,198
3447	7870080021	R&I WGW HAM 12P26Z	17,861	\$ 2.39	\$ 2.46	\$0.07	\$42,688	\$43,968
4266	7870080070	R&I WGW HD 16P 34Z	351	\$ 2.39	\$ 2.46	\$0.07	\$839	\$864
5948	5040073966	RB WHEAT DIN RL12P16	3,636	\$ 1.89	\$ 1.95	\$0.06	\$6,872	\$7,078
							\$0	\$0
							\$0	\$0
							\$0	\$0
Total	Total		31,394	\$ 2.20	\$ 2.26	\$0.07	\$68,999	\$71,069
						3.0%		\$2,070

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Fresh Produce to 14 Sites
August 1, 2018 through July 31, 2019
RFP# 19-1010

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Pro Pacific			Gold Star		
					18/19 Price / Case	Comments	TOTAL	18/19 Price / Case	Comments	TOTAL
1	Apple, Size 138ct, Fuji Fancy	40 lb.	year round	90	22.75		2,047.50	27.19		2,447.10
2	Apple, Size 138ct, Gala Fancy	40 lb.	year round	290	22.75		6,597.50	25.00		7,250.00
3	Apple, Size 138ct, Green Fancy	40 lb.	year round	110	22.75		2,502.50	27.14		2,985.40
4	Apple, Size 198ct, Fuji Fancy	40 lb.	year round	80	23.00		1,840.00	26.19		2,095.20
5	Apple, Size 198ct, Gala Fancy	40 lb.	year round	75	22.00		1,650.00	24.69		1,851.75
6	Apple, Size 188ct, Green Fancy	40 lb.	year round	75	22.00		1,650.00	25.15		1,886.25
7	Apple, Sliced, bulk red and/or green	20/2 lb.	year round	135	54.75		7,391.25	50.00		6,750.00
8	Apple, Sliced, I.W. red and/or green	200/2oz	year round	370	24.75	100/2oz	18,315.00	44.94		16,627.80
9	Banana, Petite	150 count	year round	1570	19.75		31,007.50	17.75	40lb	27,867.50
10	Broccoli Florets, precut	3 lb. pack	year round	1618	5.25		8,494.50	5.15		8,332.70
11	Cantaloupe, whole	case	seasonal	40	14.75		590.00	18.75		750.00
12	Carrots, Diced 3/8 IN	5 lb. bag	year round	100	6.50		650.00	5.18		518.00
13	Carrots, Stick Brick Pack	1/5 lb. bag	year round	75	8.00		600.00	6.68		501.00
14	Carrots, shredded	5 lb. bag	year round	180	6.50		1,170.00	5.15		927.00
15	Carrots, mini, bulk	5 lb. bag	year round	880	5.00		4,400.00	4.25		3,740.00
16	Carrots, mini, snack pak	100/2.6 oz	year round	1050	22.50		23,625.00	17.35	100/3oz	18,217.50
17	Carrots, mini, snack pak	200/1.6 oz	summer	70	22.50		1,575.00	23.75		1,662.50
18	Cauliflower, florette	3 lb. bag	year round	20	8.75		175.00	10.43	5lb	125.16
19	Celery Sticks, precut 4" TAMS	5 lb. bag	year round	700	8.75		6,125.00	8.00		5,600.00
20	Celery Sticks, diced 1/4"	5 lb. bag	year round	130	8.75		1,137.50	5.95		773.50
21	Cilantro	bunch	year round	340	2.25	3ct	255.00	0.39		132.60
22	Coleslaw	5 lb. bag	year round	125	4.00		500.00	3.89		486.25
23	Cucumbers, whole	3 ct	year round	450	3.00		1,350.00	1.59		715.50
24	Cucumbers, whole	36ct/25 lb.	year round	425	14.75		6,268.75	19.05		8,096.25
25	Cucumbers, sliced 1/4"	5 lb	year round	120	15.50		1,860.00	7.85		942.00
26	Grapes Lunch Bunch	21#	seasonal	830	26.50		21,995.00	26.32	21#, 150ct	21,845.60
27	Grapes, pouch IW	100/2.7oz	seasonal	260	27.50	50/3oz	14,300.00	42.81		11,130.60
28	Honeydew, whole	case	seasonal	40	12.75		510.00	16.07		642.80
29	Jicama, pre-cut sticks TAMS	5 lb bag	year round	725	12.75		9,243.75	9.95		7,213.75
30	Kiwifruit 110ct	V.F. Bulk	seasonal	60	19.75		1,185.00	22.56		1,353.60

Pro Pacific

Gold Star

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	18/19 Price / Case	Comments	TOTAL	18/19 Price / Case	Comments	TOTAL
31	Lemon	7 ct	year round	10	2.00		20.00	1.67		16.70
32	Lettuce, Romaine chopped	6/2 lb cs	year round	1325	16.75		22,193.75	15.70		20,802.50
33	Lettuce, Iceburg, shredded	4/5 lb. bag	year round	680	13.75		9,350.00	15.76		10,716.80
34	Limes	2 lb	year round	30	7.50 5#		90.00	2.12		63.60
35	Limes	7ct	year round	150	0.00		-	1.06		159.00
36	Mushroom, Medium	pound	year round	50	3.00		150.00	2.45		122.50
37	Nectarine, size 64-72	25 lb	seasonal	20	22.75		455.00	24.94		498.80
38	Onions, yellow	6ct	year round	25	2.50		62.50	1.80		45.00
39	Onions, yellow diced 1/4"	5 lb bag	year round	50	8.00		400.00	5.09		254.50
40	Onions, yellow diced 3/8"	5 lb bag	year round	45	8.00		360.00	5.09		229.05
41	Onions, Red	6ct	year round	10	2.50		25.00	1.98		19.80
42	Onions, red sliced 1/4"	5 lb bag	year round	5	13.75		68.75	6.60		33.00
43	Onions, red sliced 1/8"	5 lb bag	year round	15	15.00		225.00	6.60		99.00
44	Onions, green	bunch	year round	20	1.25 5.5oz		25.00	0.36		7.20
45	Oranges, size 138, Choice	40 lb. case	year round	500	19.75		9,875.00	18.00		9,000.00
46	Peach, size 64-72	case	seasonal	50	22.75		1,137.50	24.94	70-80sz	1,247.00
47	Peas, Sugar Snap Bag	2 lb	year round	30	5.00		150.00	4.98		149.40
48	Peas, Sugar Snap	10 lb	year round	10	22.50		225.00	24.88		248.80
49	Pears, Red, 120-135ct	40 lb. case	seasonal	315	25.75		8,111.25	23.21 36lb		8,123.50
50	Pears, Bartlett, 120-135 ct	40 lb. case	seasonal	120	25.75		3,090.00	23.21 36lb		3,094.67
51	Pepper, Green Bell	6 ct	year round	60	7.50 5#		450.00	1.98		118.80
52	Pepper, Green Diced 1/2"	5 lb	year round	30	16.75		502.50	8.50		255.00
53	Pepper, Red Bell	6 ct	year round	150	9.50 5#		1,425.00	4.80		720.00
54	Pepper, Yellow Bell	6 ct	year round	15	9.50 5#		142.50	2.58		38.70
55	Pineapple, fresh, 7 count	single layer	seasonal	65	15.75		1,023.75	15.00		975.00
56	Plums, Red/Black size 40-45	case	seasonal	10	23.75		237.50	29.70		297.00
57	Potato, Russet 100ct	lb	year round	30	17.50		525.00	0.39		11.70
58	Spinach, cleaned, cello pack	2.5 lb. bag	year round	500	4.50		2,250.00	3.73		1,865.00
59	Spinach, cleaned, cello pack	4/2.5 lb. bag	year round	760	15.00		11,400.00	14.95		11,362.00
60	Squash, zucchini	lb	year round	260	8.00 5#		416.00	0.89		231.40
61	Strawberries, flat	8/1#	seasonal	30	16.00		480.00	21.13		633.90
62	Tangerines, Mandarins	case	seasonal	175	22.75		3,981.25	24.40		4,270.00
63	Tomatoes, 5X6	22lb	year round	265	19.00		5,035.00	21.43 20lb		6,246.85
64	Tomatoes, Grape	10lb	year round	50	19.00		950.00	29.05 1/20lb		726.25
65	Watermelon, whole medium 3-4ct	35 lb	seasonal	175	21.00		3,675.00	31.51		5,514.25
							\$ 267,518.00	\$ 251,663.97		

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP) **FRESH PRODUCE** **RFP #19-1010**

This is a formal request for proposal on **FRESH PRODUCE** (RFP# 19-1010) for the Marysville Joint Unified School District (MJUSD) for the 2018-2019 school year. A RFP packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed RFP packet shall be delivered or mailed to the attention of: **Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901** on or before **Tuesday, June 5, 2018 at 1:15 p.m.** It is the responsibility of the vendor to ensure that the RFP is submitted on time and to the authorized agent. The proposals will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the RFP. Any packets received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the RFP and/or documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjUSD.com. **All questions shall be submitted by email before 9:00am on May 29, 2018.**

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the RFP forms in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The regulation defines domestic commodity or product as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that was grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the nondomestic product.

This includes foods that are sold to students as a la carte food items.

GOLD STAR FOODS
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Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2018 through July 31, 2019. The quantities are estimates and provided for information only; it is not guaranteed.

2. Prices

- a. The service period is from **August 1, 2018 through July 31, 2019**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area.**
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

The vendor shall indicate the price for the portion size and pack quantity stated on the worksheet. If the vendor chooses to price an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity.

Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after RFP opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at the school (kitchen or district warehouse) in the MJUSD herein listed in #5 and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. A minimum of one delivery each week shall be made to each location between the hours of 5:30am and 10:00am on Monday; with the exception of the District Warehouse which delivery must be made by 7:00am on Monday. Additional delivery

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day may be necessary mid-week (day of the week is to be determined upon award) for select sites during peak operational times. When a holiday falls on a Monday, delivery must be made on Tuesday by 10:00am (Friday 7:00am for District Warehouse).

- c. Delivery to the District Warehouse will be for three (3) separate school orders with small order quantities. These schools are located in the rural foothills of Yuba County. Deliveries must be made by 7:00am to meet MJUSD delivery timeframes to get loading on truck. Orders must be itemized on separate invoices/bill of lading.
- d. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- e. All fresh produce shall be delivered in refrigerated trucks maintaining whole uncut goods at 45 degrees Fahrenheit or lower and maintaining cut/processed goods at 41 degrees Fahrenheit or lower.
- f. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- g. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
District Warehouse	1919 B Street	Marysville 95901
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

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BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:
 - Up to 40 points based on price
 - Up to 30 points based on references
 - Up to 15 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. **Samples**

Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.
2. **Sanitary and Quality Control Requirements**
 - a. All fresh produce to be furnished shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
 - b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
 - c. **All products shall have a readable code date.**
 - d. All products shall be free of off flavors or any other possible contamination.
 - e. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
 - f. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.
3. **Billing**
 - a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
 - b. The vendor shall provide a statement at the end of the month to Marysville Joint Unified School District, Attn: Nutrition Services, 1919 B Street, Marysville, CA 95901.
 - c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

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Ontario, CA 91761

4. **Payment**

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of 0 % 30 days.

5. **Addenda or Bulletins**

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on at www.mjUSD.com/bid and is the responsibility of the vendor to check website for addendums.

6. **Execution of Contract**

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).

7. **Default by Bidder**

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

8. **Modification of Contract**

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. **Hold Harmless Clause**

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. **Force Majeure Clause**

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing an act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily

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established that the nonperformance is not due to the fault or neglect of the party not performing.

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The MJUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Marysville Joint Unified School District

MJUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require MJUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the fresh produce items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

Signature _____ Yes ☒ No ☐

Max number of agencies (if applicable): _____

Up to _____ miles from MJUSD

19. Bid Extension

In accordance with Section 17596 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, June 5, 2018 at 1:15 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, June 5, 2018 at 1:15 p.m.

COMPANY NAME: GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
ADDRESS: Ontario, CA 91761

PHONE #: 909.843.9600 **FAX #:** 909.843.9659

AUTHORIZED AGENT NAME: Tiffany Riad
Director of Contracts & Commodities
Gold Star Foods, Inc.

AUTHORIZED AGENT SIGNATURE: [Signature]

EMAIL: bids@goldstarfoods.com **DATE:** 5/30/18

Supplier: **GOLD STAR FOODS**

Signature: _____

Tiffany Riad

Printed Name: **Director of Contracts & Commodities**

Date: **5/30/19** Gold Star Foods, Inc.

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	18/19 Price / Case	Comments		
1	Apple, Size 138ct, Fuji Fancy	40 lb.	year round	90	\$ 27.19	APPLES FUJI 138-150CT	820005	40LB CS
2	Apple, Size 138ct, Gala Fancy	40 lb.	year round	290	\$ 25.00	APPLES GALA 138-150CT	820000	40LB CS
3	Apple, Size 138ct, Green Fancy	40 lb.	year round	110	\$ 27.14	APPLES GRANNY SMITH 138-150CT	820011	40LB CS
4	Apple, Size 138ct, Fuji Fancy	40 lb.	year round	80	\$ 26.19	APPLES FUJI 198CT	820207	198CT CS
5	Apple, Size 198ct, Gala Fancy	40 lb.	year round	75	\$ 24.69	APPLES GALA 198CT	820252	40LB CS
6	Apple, Size 188ct, Green Fancy	40 lb.	year round	75	\$ 25.15	APPLES GRANNY SMITH 198CT	820257	40LB CS
7	Apple, Sliced, bulk red and/or green EQUIVALENT	20/2 lb.	year round	135	\$ 50.00	NEW APPLES SLICED RED 20/2#	NEW	20/2# CS
8	Apple, Sliced, I.W. red and/or green	200/2oz	year round	370	\$ 45.24	APPLES SLICED RED 12/3#	820211	12/3LB CS
9	Banana, Petite	150 count	year round	1570	\$ 44.94	APPLES SLICED RED IW 200/2OZ	820195	200/2OZ CS
10	Broccoli Florets, precut	3 lb. pack	year round	1618	\$ 17.75	BANANAS PETITE GREEN TIP	820061	40LB CS
11	Cantaloupe, whole	case	seasonal	40	\$ 5.15	BROCCOLI FLORETS 3# BG	820236	3LB BAG BG
12	Carrots, Diced 3/8 IN	5 lb. bag	year round	100	\$ 18.75	CANTALOUPE 12-15CT	820038	12-15 CT CS
13	Carrots, Stick Brick Pack	1/5 lb. bag	year round	75	\$ 5.18	CARROT DICED 5#	820320	5LB BG
14	Carrots, shredded	5 lb. bag	year round	180	\$ 6.68	CARROT 3"- 4" STICKS 5#	820150	5LB BG
15	Carrots, mini, bulk	5 lb. bag	year round	880	\$ 5.15	CARROT SHREDDED 5#	820155	5LB BG
16	Carrots, mini, snack pak	100/2.6 oz	year round	1050	\$ 4.25	CARROTS BABY WHOLE SLIM 5#	820157	5LB BG
17	Carrots, mini, snack pak	200/1.6 oz	summer	70	\$ 17.35	CARROTS BABY IW 100/3OZ	820188	100/3OZ CS
18	CAULIFLOWER, florette	3 lb. bag	year round	20	\$ 23.75	CARROTS BABY IW	NEW	200/1.6OZ CS
19	Celery Sticks, precut 4" TAMS	5 lb. bag	year round	700	\$ 19.50	CARROTS BABY IW 150/2OZ	820187	150/2OZ CS
20	Celery Sticks, diced 1/4"	5 lb. bag	year round	130	\$ 10.43	CAULIFLOWER BUDS 5#	820321	5LB BG
21	Cilantro	bunch	year round	340	\$ 8.00	CELERY 3" - 4" STICKS 5LB	820162	5LB BG
22	Coleslaw	5 lb. bag	year round	125	\$ 5.95	CELERY DICED 1/4" 5#	820184	1BNCH PK
23	Cucumbers, whole	3 ct	year round	450	\$ 0.39	CILANTRO EA	820091	5LB BG
24	Cucumbers, whole	36ct/25 lb.	year round	425	\$ 3.89	CABBAGE SHRD COLESLAW MIX 5#	820148	3EA EA
25	Cucumbers, sliced 1/4"	5 lb	year round	120	\$ 1.59	CUCUMBERS SUPER SELECT 3EA	NEW	1EA EA
26	Grapes Lunch Bunch	21#	seasonal	830	\$ 0.53	CUCUMBERS SUPER SELECT 1EA	820093	36CT CS
27	Grapes, pouch IW	100/2.7oz	seasonal	260	\$ 19.05	CUCUMBERS SUPER SELECT	820092	36CT CS
28	Honeydew, whole	case	seasonal	40	\$ 7.85	CUCUMBER SLICE COIN 3/8" 5#	820166	5LB BG
29	Jicama, pre-cut sticks TAMS	5 lb bag	year round	725	\$ 26.32	GRAPES LUNCH BUNCH 150CT	820033	150CT CS
30	Kiwifruit 110ct	V.F. Bulk	seasonal	60	\$ 42.81	GRAPE ESCAPE RED 100/2.75 OZ	822214	100/2.75OZ CS
31	Lemon	7 ct	year round	10	\$ 16.07	HONEYDEW 5-6CT	820040	5-6CT CS
32	LETTUCE, Romaine chopped	6/2 lb cs	year round	1325	\$ 9.95	JICAMA STICKS 5#	820170	5LB BG
33	LETTUCE, Iceberg, shredded	4/5 lb. bag	year round	680	\$ 22.56	KIWI 108CT VF	820034	108CT CS
					\$ 1.67	LEMONS 7EA	NEW	7EA EA
					\$ 0.24	LEMONS EA	820356	1EA EA
					\$ 15.70	ROMANE CHOPPED 6/2LB	820174	6/2LB CS
					\$ 15.76	LETTUCE SHREDDED 4/5#	820171	4/5LB CS


No.	Item	Pack	Months Used	Estimated Yearly Case Usage	18/19 Price / Case	Comments			
34	Limes	2 lb	year round	30	\$ 2.12		NEW	LIMES 2LB	2LB
	EQUIVALENT				\$ 1.06	LIMES 1LB	820358	LIMES 1LB	1LB
35	Limes	7ct	year round	150	\$ 1.06		820358	LIMES	5-7CT
36	Mushroom, Medium	pound	year round	50	\$ 2.45		820108	MUSHROOMS MEDIUM LB	1LB
37	Nectarine, size 64-72	25 lb	seasonal	20	\$ 24.94		820552	NECTARINE 70-80SZ VF 100CT AVG	25LB/100CT
38	Onions, yellow	6ct	year round	25	\$ 1.80		NEW	ONIONS BROWN JUMBO 6EA	6EA
	EQUIVALENT				\$ 0.30	ONIONS BROWN JUMBO 1EA	820114	ONIONS BROWN JUMBO 1EA	1EA
39	Onions, yellow diced 1/4"	5 lb bag	year round	50	\$ 5.09		820176	ONIONS DICED 5#	5LB
40	Onions, yellow diced 3/8"	5 lb bag	year round	45	\$ 5.09		820336	ONIONS DICED FINE 5#	5LB
41	Onions, Red	6ct	year round	10	\$ 1.98		NEW	ONIONS RED 6EA	6EA
	EQUIVALENT				\$ 0.33	ONIONS RED 1EA	820111	ONIONS RED 1EA	1EA
42	Onions, red sliced 1/4"	5 lb bag	year round	5	\$ 6.60		820235	ONIONS RED SLICED 5#	5LB

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No.	Item	Pack	Months Used	Estimated Yearly Case Usage	18/19 Price / Case	Comments		
43	Onions, red sliced 1/8"	5 lb bag	year round	15	\$ 6.60	ONIONS RED SLICED 5#	820235	5LB
44	Onions, green	bunch	year round	20	\$ 0.36	ONIONS GREEN 15N/PKG BU	NEW	1 BNCH
	EQUIVALENT				\$ 0.72	ONIONS GREEN 2BN/PKG BU	820110	2 BNCH
45	Oranges, size 138, Choice	40 lb. case	year round	500	\$ 18.00	ORANGES 138CT	820047	40LB
46	Peach, size 64-72	case	seasonal	50	\$ 24.94	PEACH 70-80SZ 28# VF 100CT AVG	820051	28LB/100CT
47	Peas, Sugar Snap Bag	2 lb	year round	30	\$ 4.98	PEAS SUGAR SNAP 2#	NEW	2LB
	EQUIVALENT				\$ 2.49	PEAS SUGAR SNAP 1#	820877	1LB
48	Peas, Sugar Snap	10 lb	year round	10	\$ 24.88	PEAS SUGAR SNAP	820288	10LB
49	Pears, Red, 120-135ct	40 lb. case	seasonal	315	\$ 23.21	PEARS RED OR GREEN 120-135CT	820263	36LB
50	Pears, Bartlett, 120-135 ct	40 lb. case	seasonal	120	\$ 23.21	PEARS RED OR GREEN 120-135CT	820263	36LB
51	Pepper, Green Bell	6 ct	year round	60	\$ 1.98	PEPPERS GREEN BLL MDIUM 6EA	NEW	6EA
	EQUIVALENT				\$ 0.33	PEPPERS GREEN BLL MDIUM 1EA	820068	1EA
52	Pepper, Green Diced 1/2"	5 lb	year round	30	\$ 8.50	PEPPERS DICED BELL GRN 5#	820309	5LB
53	Pepper, Red Bell	6 ct	year round	150	\$ 4.80	PEPPERS RED BELL 6EA	NEW	6EA
	EQUIVALENT				\$ 0.80	PEPPERS RED BELL 1EA	820071	1EA
54	Pepper, Yellow Bell	6 ct	year round	15	\$ 2.58	PEPPERS YELLOW BELL 6EA	NEW	6EA
	EQUIVALENT				\$ 0.43	PEPPERS YELLOW BELL 1EA	820074	1EA
55	Pineapple, fresh, 7 count	single layer	seasonal	65	\$ 15.00	PINEAPPLES 7CT	820055	7CT
56	Plums, Red/Black size 40-45	case	seasonal	10	\$ 29.70	PLUM RD/BK/PR 45-50VF 130AVG	800522	28LB
57	Potato, Russet 100ct	lb	year round	30	\$ 0.39	POTATOES RUSSET 100SZ LB	820124	1LB
58	Spinach, cleaned, cello pack	2.5 lb. bag	year round	500	\$ 3.73	SPINACH CLEANED 2.5#	820185	2.5LB
59	Spinach, cleaned, cello pack	4/2.5 lb. bag	year round	760	\$ 14.95	SPINACH CLEANED 4/2.5#	820184	4/2.5LB
60	Squash, zucchini	lb	year round	260	\$ 0.89	SQUASH ZUCCHINI LB	820134	1LB
61	Strawberries, flat	8/1#	seasonal	30	\$ 21.13	STRAWBERRIES IN CLAMSHELL 8x1#	820270	8/1LB
62	Tangerines, Mandarins	case	seasonal	175	\$ 24.40	TANGRN CLEM MUR SAT 20SZ 100CT	821098	25LB
63	Tomatoes, 5X6	22lb	year round	265	\$ 21.43	TOMATOES 5X6	820248	20LB
64	Tomatoes, Grape	10lb	year round	50	\$ 29.05	TOMATOES GRAPE BULK	821001	1/20LB
65	Watermelon, whole medium 3-4ct	35 lb	seasonal	175	\$ 31.51	WATERMELON SEEDLESS	820774	4-5CT

If any information, such as the pack size you are pricing, is different from what is on this form, please provide the correct

NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying by requested deadline.


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