

Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



MCAA School Board Report 10-9-18

MCAA is a 7-12 grade charter school whose main purpose is to offer many courses in the performing and fine arts and to provide its students with a high quality college preparatory education.

Because our students have an eight class block schedule, they are able to take more elective classes which means more classes in the arts.

For the eleventh year in a row, MCAA was recognized by U. S. News and World Report magazine as **one of the top high schools in the country.**

MCAA was awarded the **California Distinguished School Award in 2013.** This award applies for 5 years.

MCAA has been named an **Honor Roll School for California high schools** by the Educational Results Partnership and the Campaign for Business and Educational Excellence for the last 3 years in a row.

Attendance: 98.3% for the entire school year. Seventy-five students had perfect attendance in 2017 -18. We currently have a total of 402 students attending MCAA. We have waiting lists for grades 7-10.

Overall, **77.8% of our students met or exceeded the standard in ELA** and **41.5% met or exceeded the standard in math.** Math is the subject we will be focusing on this year and beyond.

One of the things that really stands out at our school is that it's a very safe environment, one conducive to learning. Violence is extremely rare. We had only 17 days of suspension last year and no expulsions.

1917 B Street~ Marysville, CA 95901 ~ (530) 749-6157

We believe the PLC culture and our near daily 30 minute intervention period will help us maintain a **zero dropout rate, a 100% graduation rate**, and help us to improve in reclassifying our Limited English Proficient students.

Parent and student communication has improved through the use of Google Classroom and the AERIES program. Google classroom notifies parents and students through email when a new assignment from a particular class is posted. Students are able to submit assignments through this program. AERIES allows students and parents to see up-to-date (real time) overall grades and grades for each assignment in each class. We have also began translating the monthly newsletter into Spanish.

At the MCAA, parents are very involved in the school. The PTSA is a great example of this. PTSA has raised thousands of dollars. This has allowed us to purchase costumes, copyrights, give scholarships to seniors, purchase instruments for our music classes, etc. Other parents help by volunteering to build sets for upcoming performances, volunteer at dances, etc.

Recent Performances Include:

- Nice Work If You Can Get It
- James and the Giant Peach
- Winnie the Pooh
- StarFlight
- A Midsummer Night's Dream
- Black History Performance
- Much Ado About Nothing
- Winter and Spring Showcases
- Winter and Spring Music Festivals
- The Pajama Game
- Musicality

Goals for 2018-19:

We are committed to maintaining high standards in both **academics and in the arts**, with a focus on math. This should be reflected in maintaining high test scores in English and increasing math scores on the CAASPP. We should also see an increase in the total AP passage rate over last year. Last year, the total AP passage rate was 46.2%. We should see the PLC culture grow over the year. Teachers are creating common pacing guides, common formative assessments, reviewing data together more often, and sharing students.

How will we improve in academics?

- Collaboration specialist, Maria Nielsen, will be working with staff.

- District curriculum specialist working with the math and English teachers throughout the school year.
- Teachers developing **and using common formative assessments and common pacing guides** so they can share data, learn from each other, and strategically help students be more successful in achieving the standards.
- Thirty-minute intervention period nearly every day.
- Mentoring of targeted students.
- Peer tutoring of students that need help in math and other subjects.
- Increased tutoring time for targeted students by a retired math teacher.

How will we improve in the arts?

- We have added an AP 3D Art class this school year.
- Our new 9th block intervention period will allow more enrichment for our arts students as well as intervention for students who need extra help with concepts and techniques.
- There are more opportunities for the arts teachers to collaborate. Music teachers are also collaborating district-wide.
- Added an AP Music Theory class to the schedule this year.
- We have revised the Career Pathways Program and assigned the arts teachers as mentors for each area offered.
- We have begun unpacking the VAPA standards and are working on coming up with a common formative assessment for visual arts and for performing arts.
- We have purchased new equipment to make our shows look more professional.
- We are working on purchasing a truss so all of our productions have full lighting capabilities.
- If the district bond passes, add a building for band, choir, and drama (performing arts center).

Concerns:

The Marysville Youth and Civic Center is currently being used by our dance and martial arts classes. The concern here is that our students must walk across highway 70 in order to get to the building. However, I fully realize there is no alternative at this time. We have recently lost the use of room M1 at MHS in the afternoon. This has impacted 4 of our music classes.

**Solution Tree, Inc.
Purchase Agreement**

Effective October 9, 2018 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Marysville Joint Unified School District ("Customer") located at 1919 B St. Marysville, CA US 95901 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$6,500.00
Total	\$6,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	September 3, 2019

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Luis F. Cruz ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*® on September 3, 2019.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated



reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- 4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

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

Mike Hodson
Assistant Superintendent of Business Services
Marysville Joint Unified School District

Date

Ali Cummins
Associate Director of Professional Development
Solution Tree, Inc.

9/26/18
Date

Please email this Agreement to John Kim at john.kim@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Lennie Tate
Title: Executive Director of Educational Services
Phone: 530-749-6902
Email: ltate@mijusd.com
Cell #: _____
Fax: 530-741-7893

Who will receive and pay the invoices?

Contact: Ang Hale
Title: Administrative Secretary III
Phone: 530-749-6159
Email: ahale@mijusd.com
Fax: 530-749-6159

Shipping Information (required for resource delivery)

Shipping Contact: Ang Hale
Shipping Address: 1919 B Street
City, State, Zip: Marysville, CA 95901
Phone: 530-749-6159
Delivery Date: _____
Delivery Times: _____

Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery?

**Subpart C – Initial Contract Proposal
Application Format**

900.8 – Definitions: **Indian Contract Proposal** – means a proposal for programs, functions, services, or activities that the Secretary is authorized to perform, but which the Indian tribe or tribal organization is now carrying out.

An initial contract proposal must contain the following information:

- (a) The full name, address and telephone number of the Indian tribe or tribal organization proposing the contract. [25 CFR 900.8 (a)]

Duns Number and Expiration Date: 100122274/ 04/04/2019

Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Address: 1919 B STREET, MARYSVILLE, CA 95901

City: MARYSVILLE, State: CA Zip: 95901

Phone: (530) 749-6196 Fax: (530) 741-7840

- (b) If the tribal organization is **not an Indian tribe**, the proposal must also include:
[25 CFR 900.8 (b)]

- (1) A copy of the tribal organization's organizational documents (e.g., charter, articles of incorporation, bylaws, etc.).

Tribal Organizations are to provide attachments of the organization chart, copy of the charter, Article of Incorporation, Bylaws.

Check items attached:

XX Organizational Chart
 Charter
 Articles of Incorporation
XX Bylaws

SEE ATTACHMENT #1

- (2) The full name(s) of the Indian tribe(s) with which the tribal organization is affiliated. (i.e. tribal organizations that subcontract JOM or ICWA on behalf of a tribe or tribes; include a copy of the Tribe's resolution authorizing the tribal organization to subcontract).

N/A

- (a) A copy of the authorizing resolution from the Indian tribe(s) to be served by the tribal organization. [25 CFR 900.8 (d)]

N/A

- (c) The full name(s) of the Indian tribe(s) proposed to be served. [25 CFR 900.8 (c)]

There are no tribes or tribal organizations within the boundaries of Yuba and Sutter County. Our students, identified by the program, are either members of a tribe or are ¼ Indian Blood Degree. Their associated tribes are listed.

SEE ATTACHMENT #2

- (d) A copy of the authorizing resolution from the Indian tribe(s) to be served.
[25 CFR 900.8 (d)]

- (1) If the Indian tribe or tribal organization proposes to serve a specified geographic area, it must provide authorizing resolution(s) from all Indian tribes located within the specific area it proposes to serve. However, no resolution is required from an Indian tribe located outside the area proposed to be served whose members reside within the proposed service area.)

Resolution No. _____ N/A

- (2) If a currently effective authorizing resolution covering the scope of an initial contract proposal has already been provided to the agency receiving the proposal, provide a reference to that resolution.

Resolution No. _____ N/A

- (e) Name, title, and signature of the authorized representative of the Indian tribe or tribal organization submitting the contract proposal. [25 CFR 900.8 (e)]

Name Jolie Carreon

Title Director, Student Discipline and Attendance

Signature _____

- (f) The date of submission to the BIA and the name of the office where the application was submitted. [25 CFR 900.8 (f)]

Date Submitted: October 31, 2018

Submitted to: Superintendent
Bureau of Indian Affairs
Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

- (g) A brief statement of the programs, functions, services, or activities that the tribal organization proposes to perform, including: [25 CFR 900.8 (g)]

- (1) A description of the geographical service area, if applicable, to be served.

Supplemental educational and cultural enrichment services will be provided to JOM students who reside in Yuba and Sutter Counties.

- (2) The estimated number of Indian people who will receive the benefits or services under the proposed contract.

145 American Indian students identified as being eligible to receive JOM services.

- (3) An identification of any local, Area, regional, or national level departmental programs, functions, services, or activities to be contracted, including administrative functions.

Currently the indirect costs rate charged to grant-funded Programs by Marysville Joint Unified School District is 7.5%.

- (4) A description of the proposed program standards.

All activities and services funded by the Johnson O'Malley Program are designed to assist eligible American Indian students in Kindergarten through grade twelve residing within the boundaries of Yuba and Sutter Counties. All activities of the JOM Program are aligned with the Common Core.

- (5) An identification of the program reports, data and financial reports that the Indian tribe or tribal organization will provide, including their frequency. Mature Status Contracts are required to submit quarterly financial statement (Section 5 (2) of the Act).

An annual report shall be submitted on or before ninety (90) days after the end of the fiscal or calendar year in which the contract is performed.

- (6) A description of any proposed redesign of the programs, services, functions, or activities to be contracted.

The Program focuses on academic assistance, parental training and participation, and cultural enrichment with the intent to increase school attendance, academics and graduation rates.

- (7) Minimum staff qualifications proposed by the Indian tribe or tribal organization, if any (job descriptions).

Minimum staffing qualifications are met by meeting the Requirements of Marysville Joint Unified School District.
SEE ATTACHMENT #3

- (8) A statement that the Indian tribe or tribal organization will meet the minimum procurement, property and financial management standards set forth in Subpart F.

Marysville Joint Unified School District's Johnson O'Malley Program will meet the minimum procurement, property and Financial management standards set forth in 25 CFR, Chapter V, Part 900, Subpart F.

(h) The amount of funds requested, including: [25 CFR 900.8 (h)]

- (1) An identification of the funds requested by programs, functions, services, or activities, under section 106(a)(2) of the Act, including the Indian tribe services, or activities, if any, from Departmental local, Area, regional, or national level. [25 CFR 900.8 (h) (1)]

N/A

- (2) An identification of the amount of direct contract support costs, including one-time start-up or pre-award costs under section 106(a)(2) and related provisions of the Act, presented by major categories such as:
[25 CFR 900.8 (h) (2)]

- i. Personnel (differentiating between salary and fringe benefits;
- ii. Equipment;
- iii. Materials and supplies;
- iv. Travel;
- v. Subcontracts; and,
- vi. Other appropriate items of cost.

SEE ATTACHMENT #4

- (3) An identification of funds the Indian tribe or tribal organization requests to recover for indirect contract support costs. [25 CFR 900.8 (h) (3)]

This funding request must include either:

- i. A copy of the most recent negotiated indirect cost rate agreement; **SEE ATTACHMENT #5**
or,
- ii. An estimated amount requested for indirect costs, pending timely establishment of a rate or negotiation of administrative overhead costs.

- (4) To the extent not stated elsewhere in the budget or previously reported to the Approving Official, any pre-award costs, including the amount and time period covered or to be covered; and, [25 CFR 900.8 (h) (4)]

N/A

- (5) At the option of the Indian tribe or tribal organization, an identification of programs, functions, services, or activities specified in the contract proposal which will be funded from sources other than the Bureau. [25 CFR 900.8 (h) (5)]

N/A

- (i) The proposed starting date and term of the contract. [25 CFR 900.8 (i)]

Proposed term: 3 years

Proposed start date: January 1, 2019

Proposed ending date: December 31, 2021

- (j) In the case of a cooperative agreement, the nature and degree of Federal programmatic involvement anticipated during the term of the agreement. [25 CFR 900.8 (j)]

N/A

- (k) The extent of any planned use of Federal personnel and Federal resources. [25 CFR 900.8 (k)]

N/A

- (l) Any proposed waiver(s) of the regulations in 25 CFR, Chapter V, Part 900, Subpart A-P. [25 CFR 900.8 (l)]

N/A

(m) A statement that the Indian tribe or tribal organization will implement procedures appropriate to the programs, functions, services, or activities proposed to be contracted, assuring the confidentiality of medical records and information relating to the financial affairs of individual Indians obtained under the proposed contract, or as otherwise required by law.
[25 CFR 900.8 (m)]

The American Indian Education Program of Marysville, a program of Marysville Joint Unified School District will implement the following: procedures appropriate to the programs, functions, services, or activities proposed to be contracted, assuring the confidentiality of medical records and information relating to the financial affairs of individual Indians obtained under the proposed contract, or as otherwise required by law.

Patricia Bennett, Program Supervisor

Negotiable:

(n) Funding distribution is negotiable; identify how tribe/tribal organization would prefer to receive their payments from ASAP.GOV: lump sum, quarterly, monthly, or as needed.

Payments will be requested lump sum.

JOHNSON O'MALLEY PROGRAM

MINUTES OF THE INDIAN EDUCATION COMMITTEE

Dates: 9-26-18


Signature of IEC Chairperson


Signature of IEC Vice Chairperson


Signature of IEC Parent Committee Member

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Category

(a) Personnel/Salaries (350 hours of tutoring @ \$9.85 per hour)	<u>\$ 2,500.00</u>
(b) Fringe Benefits	<u>\$ 433.00</u>
(c) Travel	<u>\$ 350.00</u>
(d) Equipment*	<u>\$ 0.00</u>
(e) Supplies**	<u>\$ 539.00</u>
(f) Consultants/Contractual Services	<u>\$ 0.00</u>
(g) Space Cost	<u>\$ 0.00</u>
(h) Indian Education Committee costs	<u>\$ 0.00</u>
(I) List other needs by category	<u>\$ 4,000.00</u>
Cultural Workshops for parents and students	
Registration, Lodging, Meals, Transportation	
Annual State Indian Conference (4 parents, 6 students)	
Registration, Lodging, Meals, Transportation	
Education Programs	
Spring Pow Wow	
 SUB TOTAL	 <u>\$7,822.00</u>
 Indirect cost rate used to calculate contract support funds. (7.5%)	 <u>\$ 587.00</u>
 TOTAL	 <u>\$8,409.00</u>

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(a) PERSONNEL

1.1	Tutors - hired on temporary basis as needed to meet the individual needs of Indian students. Duties include: tutoring, counseling, outreach, liaison services. Pay rate established by the District pay range, \$11.00 per hour for high school tutors and \$11.85 per hour for classified adult tutors.	\$2,500.00
-----	---	------------

TOTAL (a)		\$2,500.00
-----------	--	------------

(b) FRINGE BENEFITS (AS DETERMINED BY LEA POLICIES)

PERS Teachers and Instructional Assistants
OASDI Teachers and Instructional Assistants
HEALTH Teachers and Instructional Assistants
DENTAL Teachers and Instructional Assistants
SUI Teachers and Instructional Assistants
COMP Teachers and Instructional Assistants
LIFE INSURANCE
ALTERNATIVE TO SOCIAL SECURITY

TOTAL (b)		\$ 433.00
-----------	--	-----------

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(c)	TRAVEL	\$ 350.00
(d)	EQUIPMENT	\$ 0.00
(e)	SUPPLIES Supplies necessary to support cultural events and activities	\$ 539.00
(f)	CONTRACTUAL	\$ 0.00
(g)	COST OF SPACE	\$ 0.00
(h)	INDIAN EDUCATION COMMITTEE COSTS	\$ 0.00
(i)	OTHER NEEDS	
1.1	Cultural Workshops - open to parents and older students who are willing to teach traditional skill to the other students in the Program. Registration, Lodging, Meals, Transportation.	
1.2	Annual State Indian Conference - 1 parent and student will attend and participate as presenters. Registration, Lodging, Meals and Transportation.	
1.3	Pow Wow - year-end culmination of Program functions. The Pow Wow is used to honor all American Indian students, but, especially those students who have excelled during the school year. Consultant fees, Supplies.	
1.4	JOM Summer School Program - Provides summer activities for American Indian students, e.g. American Indian Youth Leadership Camp and American Indian Summer Academic/Cultural Summer School.	
	TOTAL	\$ 4,000.00
	TOTAL DIRECT CHARGES	\$ 7,822.00
	TOTAL INDIRECT CHARGES (6.58%)	\$ 587.00
	TOTAL BUDGET	\$ 8,409.00

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION
TUTOR**

I. DEFINITION

- A. Hired on temporary basis, as needed, to meet the individual needs of American Indian students.

II. EXAMPLES OF DUTIES*

- A. Tutoring
- B. Counseling
- C. Outreach Liaison Services

III. EXPERIENCE

- A. Sufficient experience to show the ability to maintain simple clerical records, and to organize and direct simple youth activities and programs.

IV. EDUCATION

- A. Equivalent to graduation from high school.
- B. Either 48 College Units or passing of the Para-educators test.

* Employees that are funded from consolidated application funds and who are assigned to school sites will perform duties which directly benefit applicable program participants. An activity log will be kept by all such employees to ensure that the program(s) are properly charged for actual services provided.



CONTRACT SERVICES AGREEMENT

Dr. Sara Rice Schiff, Ph.D., Independent Evaluator, Licensed Clinical Psychologist

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 9th day of October 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Dr. Schiff an Independent Evaluator in private practice and contracted for the purposes of two Independent Evaluations per parent request (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, CONTRACTOR agrees to perform services necessary for the Independent Evaluations. The work includes and is not limited to necessary travel cost, direct and indirect assessment time, records review, parent and staff interview, and attendance at necessary IEP meetings. For the purposes of this Agreement the aforementioned services and tasks shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term based on the conclusion of the IEP meetings in which results and recommendations are presented, not to exceed the date of June 30, 2019.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule, which is approximately \$6,000.00 per evaluation.
 - 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 of \$12, 000.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Executive Director of Special Education. 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 upon completion of the work within 30 calendar days and as invoiced by the 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 Executive Director of Special Education (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 Dr. Schiff 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 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;

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.

- 2.10. 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.

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.
- 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 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.*
- 6.4 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:

DISTRICT:

Attn: Dr. Sara Rice Schiff
Email: srpneuropsych@gmail.com
1501 N. Broadway Ste. 403
Walnut Creek, CA 94596
925-639-2404

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Mike Hodson, Assistant Superintendent Business
Services
Phone: 530-749-6114

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.

- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 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 Los Angeles, California.
- 6.11 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.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 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.
- 6.14 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.

- 6.15 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.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 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.

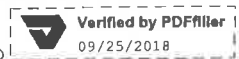
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson, Assistant Superintendent of
Business Services

Dr. Sara Rice Schiff
Clinical Neuropsychologist, CA PSY20393

By: Sara Rice Schiff, Ph.D.



Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Abe Lincoln (50)				
P19-01406	YUBA SUTTER TRANSIT	Bus Passes	01-4300-1100	81.19
Location Accounting/Payroll (103)				
P19-01244	AMAZON.COM	Wireless Mouse Payroll	01-4300-0000	66.16
Location After School Program (107)				
P19-01065	S & S WORLDWIDE	STARS/MCK	01-4300-6010	881.87
P19-01089	THOMASKELLY SOFTWARE ASSOC	EZ Report	01-5801-6010	10,500.00
P19-01180	CalSAC	CalSAC Training	01-5801-6010	665.00
P19-01299	S & S WORLDWIDE	CLE STARS TESH ANN	01-4300-6010	206.41
Total Location				12,253.28
Location Arboga Elementary (01)				
P19-01131	RENAISSANCE LEARNING, INC	ARB Renaissance Learning Renewal 18.19 SY	01-5801-3010	2,325.00
P19-01132	SCHOLASTIC MAGAZINES	Scholastic StoryWorks/WIN Materials/4th Gr	01-4300-3010	308.55
P19-01138	AMAZON.COM	Speakers/Classroom Supplies	01-4300-0003	48.02
P19-01141	AMAZON.COM	Prize Wheel for Intervention/AVETTE	01-4300-0004	346.39
P19-01239	SCHOLASTIC MAGAZINES	Scholastic News 2nd Gr.	01-4300-3010	498.11
P19-01250	SWIS	SWIS License Renewal	01-5801-0003	350.00
P19-01251	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Intervention Supplies/KINDER/HANSEN Rm 4	01-4300-3010	318.20
P19-01336	AMAZON.COM	Classroom Supplies/Printer Drum	01-4300-0003	116.90
P19-01337	AMAZON.COM	Classroom Supplies/LAGORIO Rm 21	01-4300-0003	73.07
P19-01485	WOODWIND AND BRASSWIND	MUSIC Classroom/WISEMAN	01-4300-0004	549.37
Total Location				4,933.61
Location Browns Valley Elementary (03)				
P19-01142	Waterford Research Institute	Waterford License Renewal	01-5801-0003	2,125.00
P19-01215	Plank Road Publishing	Music Supplies	01-4300-0004	157.04
P19-01316	CURRICULUM ASSOCIATES	3rd grade curriculum	01-4300-0004	116.26
Total Location				2,398.30
Location Business Services (106)				
P19-01061	CDW-G COMPUTER CENTER	Mini Desktop & 27" Monitors	01-4410-0000	1,553.59
P19-01097	KINGSLEY BOGARD, LLP.	Legal Services 2018-2019	01-5830-0000	95,000.00

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), Sep 28 2018

4:24PM

ESCAPE

ONLINE

Page 1 of 20

Includes Purchase Orders dated 09/01/2018 - 09/30/2018				Board Meeting Date October 9, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Business Services (106) (continued)					
P19-01101	Capitol Public Finance Group	Consultant Services-Developer Fees	25-5801-0000	4,000.00	
P19-01102	Capitol Public Finance Group	Facilities Consulting	01-5801-0000	26,000.00	
P19-01128	SCHOOLS INSURANCE GROUP-WC	SIG Annual Final Adjustment Invoice 2017-2018	77-9506-	101,662.74	
P19-01303	THE BANK OF NEW YORK TRUST COMPANY, N.A.	General Obligation Bonds 2008 Series 2009	25-5801-0000	795.00	
P19-01305	Parker & Covert LLP	General Legal Services 2018-2019	01-5830-0000	30,000.00	
P19-01306	Parker & Covert LLP	Special Council Legal Services 2018-2019	01-5830-0000	30,000.00	
P19-01307	Parker & Covert LLP	Legal Serv. General Bond Obligation Bond 2018-2019	01-5830-0000	36,000.00	
Total Location				325,011.33	
Location Categorical (203)					
P19-01249	YUBA SUTTER TRANSIT	Homeless Student Transportation	01-5890-5630	300.00	
P19-01407	AMAZON.COM	Chef Aprons	01-4300-5630	61.67	
P19-01448	AMAZON.COM	Materials for Conference	01-4300-5630	44.31	
Total Location				405.98	
Location Cedar Lane Elementary (05)					
P19-01063	WAL-MART COMMUNITY BRC	Open PO	01-4300-1100	500.00	
P19-01082	APPLE COMPUTER INC	iPad 32gb	01-4300-0004	3,944.01	
P19-01087	StiSpots	Music seating	01-4300-0004	114.77	
P19-01088	AMAZON.COM	Kinder Headphones	01-4300-0003	830.84	
P19-01143	AMAZON.COM	Headphones / Andersen	01-4300-0003	242.33	
P19-01188	PBIS Rewards	PBIS Rewards Service	01-5801-0003	1,300.50	
P19-01203	SPELLING CITY	Spelling City	01-5801-0003	1,366.80	
P19-01437	Rojelio Viramontez	Dance	01-5801-1100	2,500.00	
P19-01439	Brite Ideas Fundraising, LLC	PBIS Rewards	01-4300-1100	2,159.59	
P19-01451	AMAZON.COM	Jones	01-4300-1100	36.78	
P19-01452	AMAZON.COM	Keenan	01-4300-0003	32.44	
P19-01454	CDW-G COMPUTER CENTER	Office	01-4300-0004	205.72	
P19-01467	MobyMax, LLC	MobyMax	01-5801-0003	1,795.00	
Total Location				15,028.78	
Location Charter Academy For Fine Arts (42)					
P19-01060	IncStores LLC Rubber Flooring Inc.	Dance Flooring	09-4300-0000	2,318.52	

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE
Page 2 of 20

ReqPay11h

Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 09/01/2018 - 09/30/2018 Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P19-01068	AMAZON.COM	Supplies - yearbook	09-4300-9010	560.85
P19-01165	Tech To School	Computer Repair	09-5641-0000	272.03
P19-01310	Tech To School	Supplies - McDowell	09-4410-1100	1,917.50
P19-01319	J's Party Rentals & Decor	Chair Rental - Starflight	09-5630-0000	80.00
P19-01431	RODGERS & HAMMERSTEIN ANNEX ATTN: MARI REEVES	Supplies - Drama	09-4300-0000	32.00
P19-01481	APPLE COMPUTER INC	MacBook Pro / Hood-Sava	09-4410-1100	1,357.04
P19-01484	ALLYN SCOTT YOUTH & COMMUNITY CENTER	Rental Agreement-MYCC	09-5630-0000	30,000.00
Total Location				36,537.94

Location Child Development (51)				
P19-01084	AMAZON.COM	EMCC Carmen Garcia Supplies	12-4300-6105	146.48
P19-01149	AMAZON.COM	Kynoch Pre Supplies Carmen Mota	12-4300-6105	25.33
P19-01158	Laura A. Fish	KWoods Professional Development	12-5801-6105	3,240.74
P19-01289	Juliana Roura Ganitoen	Workshops	12-5801-6105	700.00
P19-01290	AMAZON.COM	Arboga Pre Supplies Rm A Maribel Garcia	12-4300-6105	36.21
P19-01293	AMAZON.COM	Olivehurst Pre Supplies Rm C Marci Dena	12-4300-6105	163.73
P19-01294	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Supplies Rm C Marci Dena	12-4300-6105	156.96
P19-01295	AMAZON.COM	MCC Books - Bernie Ridgeway	12-4300-5025	222.09
P19-01324	AssetGenie, Inc., dba AG iRepair	KWoods	12-5641-6105	79.00
P19-01327	AssetGenie, Inc., dba AG iRepair	KWoods	12-5641-6105	249.00
P19-01338	ZYtech Solutions, Inc.	Kwoods	12-5641-6105	325.77
P19-01339	COMMUNITY PLAYTHINGS	Cov Pre Supplies rm C Becky D'Agostini	12-4300-6105	151.55
P19-01400	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	MCC Supplies Bernie Ridgeway	12-4410-5025	145.33
P19-01456	AMAZON.COM	School Age Supplies	12-4300-5025	219.56
P19-01478	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Rm A Griselda Madrid	12-4300-6105	64.92
P19-01509	AMAZON.COM	KWoods Supplies for Olivehurst Pre	12-4300-6105	50.85
Total Location				5,686.86

Location Community Day School (54)				
P19-01204	TROXELL COMMUNICATIONS INC	Headsets	01-4300-3010	870.98

Location Cordua Elementary (07)

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE
Page 3 of 20

29

Includes Purchase Orders dated 09/01/2018 - 09/30/2018				Board Meeting Date October 9, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Cordua Elementary (07)					
P19-01091	AMAZON.COM	USB Cable	01-4300-1100	7.03	
P19-01139	CURRICULUM ASSOCIATES	Writing Books	01-4300-3010	30.29	
P19-01140	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Student Journals	01-4300-3010	122.27	
P19-01210	GOVCONNECTION, INC.	Epson Lamp for 585W	01-4300-1100	55.41	
P19-01247	OFFICE DEPOT B S D	Supplies - Lottery	01-4300-1100	800.00	
P19-01315	PLANK ROAD PUBLISHING, INC	Cordua Music	01-4300-1100	79.30	
P19-01455	AMAZON.COM	Cordua Music	01-4300-0004	111.77	
Total Location				1,206.07	
Location Covillaud Elementary (09)					
P19-01124	TROXELL COMMUNICATIONS INC	Headphones	01-4300-0003	784.81	
P19-01185	Hogback Press	Language Books	01-4200-0004	492.69	
P19-01209	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	100.65	
P19-01367	ABC SCHOOL EQUIPMENT	Whiteboard	01-4300-0004	412.93	
P19-01382	DEMCO	COV Library	01-4300-0003	554.12	
P19-01447	NASCO	Tech - Mice	01-4300-0003	154.80	
Total Location				2,500.00	
Location Custodial Supervisor (206)					
P19-01207	J.C. NELSON SUPPLY COMPANY	Custodial Supplies	01-4320-0000	114.20	
P19-01284	U.LINE.COM	Hand Trucks	01-4320-0000	434.93	
P19-01403	HILLYARD - SACRAMENTO	Vacuum/Custodial/District Office	01-4410-0000	2,311.22	
P19-01483	U.LINE.COM	Tilt Truck Wheels	01-4320-0000	588.66	
Total Location				3,449.01	
Location Dobbins Elementary (11)					
P19-01164	AMAZON.COM	Music Supplies	01-4300-0004	274.01	
P19-01166	SWIS	SWIS Annual License	01-5801-1100	350.00	
P19-01170	AMAZON.COM	Whiteboard	01-4300-1100	73.61	
P19-01398	AMAZON.COM	Music Rewards	01-4300-1100	44.85	
P19-01402	AMAZON.COM	Vertical File	01-4300-0004	82.26	
Total Location				824.73	
Location Edgewater Elementary (12)					

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), Sep 28 2018 4:24PM

ESCAPE

ONLINE

Page 4 of 20

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Edgewater Elementary (12)				
P19-01161	MCGRAW-HILL SCHOOL EDUCATION	Workbooks / Anne Hartman	01-4100-0003	152.79
P19-01162	CURRICULUM ASSOCIATES	Writing Books / Second Grade	01-4300-0003	221.69
P19-01191	Teacher Synergy, Inc. Purchase Order Dept.	Haresh Fifth Grade	01-4300-0003	81.28
P19-01208	TROXELL COMMUNICATIONS INC	Cart	01-4300-1100	250.06
P19-01308	MCGRAW-HILL SCHOOL EDUCATION	SPED	01-4100-0003	818.48
P19-01311	Raptor Technologies, LLC	Raptor Badges	01-4300-1100	118.25
P19-01318	AMAZON.COM	Headphones / Second Grade	01-4300-0003	697.73
P19-01321	SCHOLASTIC	K-6 Scholastic Magazines	01-4300-0003	3,267.49
P19-01507	SCHOOL SPECIALTY	Office Chair / Pam	01-4410-1100	594.02
Total Location				6,201.79
Location Ella Elementary (13)				
P19-01278	J.W. PEPPER & SON, INC	Music	01-4300-0004	303.49
P19-01279	Raptor Technologies, LLC	Ella Office	01-4300-1100	562.90
P19-01280	SCHOOL NURSE SUPPLY, INC	Thermometer	01-4300-1100	297.24
P19-01282	OFFICE DEPOT B S D	Office Depot	01-4300-1100	500.00
P19-01355	WEST MUSIC	Music Supplies	01-4300-0004	1,655.95
			01-4410-0004	559.85
P19-01385	Learning by Design, LLC	PD - Maria Nielsen	01-5801-3010	5,000.00
P19-01508	Nimco, Inc.	Red Ribbon Week Bracelets	01-4300-9010	504.93
Total Location				9,384.36
Location Foothill Intermediate (35)				
P19-01053	CDW-G COMPUTER CENTER	Laptop	01-4410-3010	990.85
P19-01093	SCHOOL SPECIALTY	Table-Moriarty	01-4300-1100	152.63
P19-01119	WOODWIND AND BRASSWIND	FHS - Band Supplies	01-4300-0004	223.07
P19-01129	Tim's Music	Music	01-5641-0004	1,000.00
P19-01156	AMAZON.COM	FHS-Photography	01-4300-1100	6.48
P19-01167	Scholastic, Inc. Magazines	Magazines- Cowan/Reeves	01-4300-3010	172.50
P19-01193	SWIS	PBIS Lic	01-5801-0003	350.00
P19-01313	TROXELL COMMUNICATIONS INC	Elmo	01-4410-3010	608.37
P19-01441	ID VILLE	FHS - Leadership Lanyards	01-4300-1100	213.25

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE

Page 5 of 20

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Foothill Intermediate (35) (continued)				
P19-01493	SCHOOL SPECIALTY	FHS - Pencil Sharpeners	01-4300-1100	90.39
P19-01503	WOODWIND AND BRASSWIND	FHS - Band	01-4300-0004	48.70
Total Location				3,856.24
Location Grounds (65)				
P19-01107	CDW-G COMPUTER CENTER	Admin CPU	01-4410-0000	1,039.20
P19-01420	RICHARDS TREE SERVICE	GROUNDS/Cordua	01-5801-0000	2,700.00
Total Location				3,739.20
Location Indian Education (108)				
P19-01079	Sky Road Webb	Training/Classes for HS	01-5801-4510	950.00
P19-01080	ORLIN STEARNS	Training/Classes for HS	01-5801-4510	800.00
P19-01081	CYNTHIA KETCHUM	Training/Classes for HS	01-5801-4510	800.00
P19-01377	Castulo Escalante	H.S. Workshop	01-5801-4510	350.00
P19-01378	CYNTHIA KETCHUM	H.S. Workshop	01-5801-4510	350.00
P19-01379	ORLIN STEARNS	H.S. Workshop	01-5801-4510	350.00
P19-01496	CDW-G COMPUTER CENTER	Laptop	01-4410-9010	990.85
Total Location				4,590.85
Location Instruction (IMC) (110)				
P19-01062	CDW-G COMPUTER CENTER	Admin CPU & Monitor	01-4410-0000	1,212.77
P19-01086	MCGRAW-HILL SCHOOL EDUCATION	2nd grade Wonders for DO	01-4100-6300	3,556.01
P19-01110	OFFICE DEPOT B S D	Office supplies	01-4300-0000	361.76
P19-01174	Pearson Education	K-5 Scott Foresman HSS adj. 18-19	01-4100-0004	2,631.14
P19-01254	The 530 Event Center	Room rental for August PD days	01-5630-0004	1,325.00
P19-01464	PARENT INSTITUTE FOR QUALITY EDUCATION	PIQE for Elementary	01-5801-4203	15,500.00
P19-01465	Learning by Design, LLC	Maria Nielsen- with Admin	01-5801-0004	10,000.00
P19-01506	CDW-G COMPUTER CENTER	Laptops	01-4410-0000	1,981.70
Total Location				36,568.38
Location Johnson Park Elementary (15)				
P19-01117	SUTTER BUTTES COMMUNICATIONS	2-way radios	01-4300-1100	1,936.13
P19-01322	SCHOLASTIC	McKinnon Books	01-4300-0003	36.81
P19-01323	AMAZON.COM	McKinnon Supplies	01-4300-0003	49.64

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), Sep 28 2018

4:24PM

ESCAPE

ONLINE

Page 6 of 20

32

Includes Purchase Orders dated 09/01/2018 - 09/30/2018			Board Meeting Date October 9, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15) (continued)				
P19-01340	SCHOLASTIC	Gilbert books	01-4300-0003	145.60
P19-01362	SCHOLASTIC	Scholastic order	01-4300-3010	351.65
P19-01366	NWN CORPORATION	HP M402dne Printers	01-4300-1100	353.31
Total Location				2,873.14
Location Kynoch Elementary (17)				
P19-01052	OLIVER WORLDCLASS LABS	Smartboard	01-4410-0003	1,907.91
P19-01106	CDW-G COMPUTER CENTER	Acrobat Pro 2017 for Eric P	01-5801-1100	81.81
P19-01135	BRAIN POP	Brain Pop License	01-5801-3010	2,395.00
P19-01190	TROXELL COMMUNICATIONS INC	Elmo	01-4410-3010	608.37
P19-01199	MobyMax, LLC	MobyMax Subscription	01-5801-3010	3,995.00
P19-01228	NWN CORPORATION	HP M402dne Printers	01-4300-3010	529.96
P19-01229	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0003	8,234.70
P19-01231	RENAISSANCE LEARNING, INC	Accelerated Math	01-5801-3010	2,640.00
P19-01266	DEMCO	LIBRARY DEMCO ORDER	01-4300-0003	118.51
P19-01267	SWIS	PBIS /SWIS ANNUAL LICENSE	01-5801-0003	350.00
P19-01270	PARENT INSTITUTE	Online Magazine	01-5801-3010	892.00
P19-01277	SUTTER BUTTES COMMUNICATIONS	KYN Radios	01-4300-1100	1,290.75
P19-01312	BISHOP'S PUMPKIN FARM	KINDER TRIP TO BISHOPS	01-5890-9010	969.00
P19-01334	Friends of Sutter's Fort c/o Sutter's Fort Trapper's Camp	4th grade to Sutter's Fort Trappers' Camp 10/9/18.	01-5890-9010	480.00
P19-01368	GOVCONNECTION, INC.	Epson Lamp for 585W	01-4300-3010	332.48
P19-01383	SCHOOL SPECIALTY	Lateral File Dividers	01-4300-1100	96.34
P19-01404	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies / Rm 2	01-4300-0003	73.55
P19-01405	Really Good Stuff, LLC	Organizer / Rm 2	01-4300-0003	63.05
P19-01432	WALKER'S OFFICE SUPPLIES	Small desk	01-4300-0004	237.07
P19-01449	AMAZON.COM	RM 38 SPEAKERS	01-4300-3010	85.41
P19-01450	AMAZON.COM	PLAYGROUND B BALLS PER MR. PRESTON	01-4300-1100	64.76
P19-01473	School Life	Brag Tags / Justie	01-4300-0004	649.11
P19-01498	NWN CORPORATION	HP M227fdw Printer	01-4300-3010	266.02
Total Location				26,360.80
Location Linda Elementary (19)				

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE
Page 7 of 20

Includes Purchase Orders dated 09/01/2018 - 09/30/2018			Board Meeting Date October 9, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Linda Elementary (19)				
P19-01155	SWIS	SWIS renewal	01-5801-0003	460.00
P19-01291	AMAZON.COM	Toner	01-4300-0003	67.59
P19-01296	Learning by Design, LLC	Maria Nielsen / Consultant	01-5801-3010	25,000.00
P19-01360	SAM'S CLUB DIRECT	Televisions / LLC	01-4300-0004	1,885.57
P19-01361	TROXELL COMMUNICATIONS INC	TV Mounts / LLC	01-4300-0004	558.57
P19-01429	CDW-G COMPUTER CENTER	Mini Desktops & 22" Monitors / LLC	01-4410-0004	4,807.78
P19-01479	MUSICIAN'S FRIEND	Linda Band Instruments	01-4300-0004	3,336.77
			01-4300-9010	2,826.99
			Total Location	38,943.27
Location Lindhurst High (43)				
P19-01064	APPLE COMPUTER INC	iTunes card/credit - Ehrke/Taylor	01-4300-0003	100.00
P19-01105	AMAZON.COM	Adapters/Ehrke	01-4300-0003	89.07
P19-01112	Telestream	License Upgrade/Spangler/Perkins	01-5801-3550	224.25
P19-01113	Telestream	Live streaming system/Spangler/Perkins	01-6491-3550	6,524.28
P19-01116	UNITED RENTALS	Athletics Rentals	01-5630-0000	173.91
P19-01134	AMAZON.COM	Library Supplies	01-4300-0000	155.84
P19-01146	PLUMAS LAKE GOLF & COUNTRY CLUB	Athletics/Field Use	01-5801-0000	600.00
P19-01152	J.W. PEPPER & SON, INC	Classroom Supplies/Garcia	01-4300-0004	305.85
P19-01153	HERFF JONES YEARBOOKS	Yearbooks	01-4300-0000	1,367.93
P19-01182	JORGENSEN SPORTS SERVICE	Fall Sports Officials	01-5801-0000	4,742.00
P19-01186	AMAZON.COM	Table Tennis Tables	01-4410-0000	1,056.48
P19-01189	Complete Book and Media Supply	Of Mice and Men	01-4200-7338	2,797.72
P19-01216	Woodcraft Supply	Classroom Supplies/McCullough	01-4300-0003	55.27
P19-01217	Western Pacific Mechanical Svc	Ice Machine Repair 8-17-18	01-5641-0000	396.81
P19-01218	Western Pacific Mechanical Svc	Ice Machine Repair 8-20-18	01-5641-0000	343.38
P19-01219	Western Pacific Mechanical Svc	Ice Machine Repair 8-21-18	01-5641-0000	286.42
P19-01227	Central Restaurant Products	LHS Culinary Equipment	01-4300-3550	677.43
		Small Table	01-4410-3550	6,456.04
P19-01232	WALKER'S OFFICE SUPPLIES		01-4300-0000	224.08
P19-01241	AMAZON.COM	Technology Supplies	01-4300-0003	107.09

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE
Page 8 of 20

Includes Purchase Orders dated 09/01/2018 - 09/30/2018			Board Meeting Date October 9, 2018		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Lindhurst High (43) (continued)					
P19-01242	AMAZON.COM	Classroom Supplies/Swarm	01-4300-6500	50.25	
P19-01245	AMAZON.COM	Coolers / Levitt (Culinary)	01-4300-0004	426.22	
P19-01246	HOME DEPOT	Cooler / Levitt (Culinary)	01-4300-0004	346.55	
P19-01253	AIRGAS	Auto Shop	01-5630-0003	1,500.00	
P19-01260	ArmorZone Athletic, LLC	Supplies/Football	01-5630-0000	3,795.00	
P19-01281	Bi-County Ambulance Service	Football 8/17 Game	01-5801-0000	525.00	
P19-01283	MJB WELDING SUPPLY	Mobile Welding Unit / Moss	01-6491-3550	6,621.24	
P19-01285	Tim's Music	Classroom Supplies/Sleigh	01-4300-0004	1,000.00	
P19-01286	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh Garcia	01-4300-0004	353.75	
P19-01287	RISO PRODUCTS OF SACRAMENTO	Riso Ink and Masters	01-4300-0003	2,516.48	
P19-01292	SHEET MUSIC PLUS	Classroom Supplies/Sleigh Garcia	01-4300-0004	77.76	
P19-01297	SPECTRUM	Scoreboard Parts	01-4300-0000	946.90	
P19-01298	Learning by Design, LLC	Maria Nielsen	01-5801-7338	15,000.00	
P19-01309	AMAZON.COM	Classroom Supplies/Peterson	01-4200-3010	2,995.62	
P19-01359	Good Docs	Suicide Video	01-4300-0000	159.64	
P19-01399	SCROLLER	Saw Blades/McCullough	01-4300-0003	36.88	
P19-01413	AMAZON.COM	Classroom Supplies/Whitmore	01-4200-3010	569.31	
P19-01422	PTM Document Systems	PTM Machine	01-4410-0000	3,891.59	
P19-01436	Bi-County Ambulance Service	Football 9/7 Game	01-5801-0000	500.00	
P19-01438	SUTTER BUTTES COMMUNICATIONS	LHS Radio Supplies	01-4300-6690	300.00	
P19-01442	MJB WELDING SUPPLY	Welding Supplies/Accessories	01-4300-3550	2,461.70	
			01-4410-3550	2,218.37	
P19-01459	AMAZON.COM	Ice Machine Scoop	01-4300-0000	11.88	
P19-01472	UNITED RENTALS	Athletics Rentals	01-5630-0000	173.91	
P19-01494	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh Garcia	01-4300-0004	4,059.38	
P19-01500	AMAZON.COM	Athletic Trainer Flooring	01-4300-0004	658.93	
P19-01502	Pearson Education	iLit	01-5801-3010	5,000.00	
P19-01510	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh Garcia	01-4300-0004	230.73	
Total Location				83,110.94	
Location Loma Rica Elementary (21)					

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), Sep 28 2018 4:24PM

ESCAPE

ONLINE
Page 9 of 20

35

Includes Purchase Orders dated 09/01/2018 - 09/30/2018			Board Meeting Date October 9, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21)				
P19-01108	HANDWRITING WITHOUT TEARS	Handwriting Books	01-4300-0003	731.68
P19-01168	AMAZON.COM	Parent Involvement Supplies	01-4300-3010	20.81
P19-01194	SWIS	SWIS	01-5801-0003	350.00
P19-01197	AMAZON.COM	Custodial Supplies	01-4320-0000	48.66
P19-01200	AMAZON.COM	Classroom Supplies	01-4300-0003	19.44
P19-01265	THE LIBRARY STORE	Book Buddy Bags	01-4300-0004	129.53
P19-01268	AMAZON.COM	Special Ed Supplies	01-4300-6500	111.34
Total Location				1,411.46
Location Maintenance (63)				
P19-01137	LENNOX INDUSTRIES, INC.	Maintenance/Yuba Gardens	01-4300-8150	253.31
P19-01151	Guerin Backflow Testing	Maintenance/OPUD	01-4300-8150	487.13
			01-5801-8150	870.00
			01-5801-8150	45.00
P19-01175	GOLDEN BEAR ALARMS	MAINTENANCE/CORDUA		
P19-01176	HYDROTEC SOLUTIONS, INC.	Maintenance - Foothill & Loma Rica	01-5801-8150	520.00
P19-01177	RAY BRADLEY'S FEED STORE	Maintenance/2018-2019	01-4300-8150	200.00
P19-01222	KNIFE RIVER CONSTRUCTION	Maintenance/MJUSD Bus Garage Repave Project	01-6170-8150	30,801.15
P19-01236	John Burger Heating & Air Conditioning, Inc.	Maintenance/LHS Snack Bar	01-4450-0004	3,325.00
			01-4450-8150	3,325.00
P19-01243	GEARY PACIFIC SUPPLY	Maintenance/Covillaud	01-4410-8150	3,877.81
P19-01341	Aerial Lift Services Co Inc	Maintenance/Genie Lift repair	01-5642-8150	1,611.43
P19-01342	Lincoln Aquatics	Maintenance/MHS Pool	01-5642-8150	1,360.15
P19-01344	New Management, Inc.	Maintenance/Stock/DTrower	01-4300-8150	635.38
P19-01375	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Ella Hallway	01-5801-8150	45.00
P19-01376	SIERRA SCHOOL EQUIPMENT CO	FHS Cafeteria Table Top	01-4410-8150	672.90
P19-01419	Carrier Corporation	Maintenance - MHS	01-5641-8150	3,912.00
P19-01457	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/MHS POOL PERMIT 2019	01-5890-8150	545.37
P19-01458	Carrier Corporation	Maintenance/LHS	01-5642-8150	2,837.92
P19-01486	Vanco of Northern California	Maintenance/HVAC Van	01-4450-8150	8,501.73
P19-01487	Vanco of Northern California	Maintenance/Key van	01-4450-8150	8,500.38
P19-01488	AMAZON.COM	Maintenance/ERennard	01-4300-8150	66.62

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), Sep 28 2018

4:24PM

ESCAPE

ONLINE

Page 10 of 20

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P19-01489	AMAZON.COM	Maintenance/AHernandez	01-4300-8150	283.05
Total Location				72,676.33
Location Marysville High (45)				
P19-01054	Alexis Thorpe University of North Dakota	Wilson Scholarship	73-7299-9020	100.00
P19-01067	Kaitlyn O'Dell	Lesta H. Joubert Scholarship	73-7299-9020	100.00
P19-01069	Mei Yu	Camille Freel Scholarship	73-7299-9020	200.00
P19-01070	Sara Ellsworth	Camille Freel Scholarship	73-7299-9020	200.00
P19-01071	Baylee Plumb	Camille Freel Scholarship	73-7299-9020	600.00
P19-01072	Makenzie Halstead	Camille Freel Scholarship	73-7299-9020	400.00
P19-01073	Ben Whitlock	Camille Freel Scholarship	73-7299-9020	600.00
P19-01074	Galilea Soltero	Camille Freel Scholarship	73-7299-9020	600.00
P19-01075	Andy Lor	Gail Buttacavoli Price Scholarship	73-7299-9020	500.00
P19-01076	Andy Lor	Hilke Sligar Scholarship	73-7299-9020	500.00
P19-01077	Andy Lor	Ina Wells Scholarship	73-7299-9020	200.00
P19-01099	YUBA COUNTY PROBATION DEPT	MHS PASS Contract 18/19	01-5100-0003	67,651.00
			01-5801-0003	25,000.00
P19-01118	Business Training Media	MHS CTE Medical Hellwig	01-4300-3550	303.37
P19-01120	CDW-G COMPUTER CENTER	Special Build Computers / Jimenez	01-4410-0004	7,233.16
P19-01121	OFFICE DEPOT B S D	Classroom Supplies 5299	01-4300-0003	5,000.00
P19-01122	OFFICE DEPOT B S D	Classroom Supplies 5297	01-4300-0004	500.00
P19-01123	OFFICE DEPOT B S D	ROP Medical Supplies	01-4300-0004	600.00
P19-01126	AssetGenie, Inc., dba AG iRepair	Chromebook Palmrest	01-4300-3010	86.55
P19-01133	Ashley Bernhard	Woodrow and Dorothy Jang Scholarship	73-7299-9020	2,000.00
P19-01144	AMAZON.COM	Barbell Collars	01-4300-0004	76.21
P19-01145	OFFICE DEPOT B S D	Wondershare Filmora Video Editor	01-5801-0004	2,272.87
P19-01147	Jayda Liabraaten	Ina Wells Scholarship	73-7299-9020	200.00
P19-01169	CEV MULTIMEDIA	Software /Farrah	01-5801-7010	2,835.00
P19-01181	NEWSBANK, INC. 397 MAIN STREET	News Bank Annual Subscription	01-5801-3010	3,995.00
P19-01183	AMAZON.COM	Speakers	01-4300-3010	75.07
P19-01184	Vernier Software & Technology	Science Supplies	01-4300-3010	2,809.62

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE

Page 11 of 20

37

Includes Purchase Orders dated 09/01/2018 - 09/30/2018			Board Meeting Date October 9, 2018		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Marysville High (45) (continued)					
P19-01195	MFASCO	Shop Supplies	01-4300-0004	542.97	
P19-01196	FLINN SCIENTIFIC INC	Science Supplies	01-4300-3010	995.85	
P19-01198	CDW-G COMPUTER CENTER	Adobe Licenses / MHS CTE Graphics/KHAN	01-5801-0004	7,434.00	
P19-01201	HOME DEPOT	MHS CTE Ag/ VOLTZ	01-4300-9023	1,881.31	
P19-01202	HOME DEPOT	MHS CTE Ag/FARRAH	01-4300-9023	1,059.54	
P19-01205	B & H PHOTO	Media Arts Cameras/Accessories	01-4300-0004	1,123.83	
			01-4410-0004	2,032.52	
P19-01206	AMAZON.COM	Media Arts Cameras/Accessories	01-4300-0004	1,473.09	
			01-4410-0004	1,079.20	
P19-01223	OFFICE DEPOT B S D	SPED Supplies	01-4300-6500	600.00	
P19-01230	B & H PHOTO	Cameras	01-4300-0004	161.73	
			01-4300-3550	525.01	
			01-4410-0004	10,704.13	
			01-4410-3550	2,339.99	
			01-4300-3010	160.00	
P19-01238	Complete Book and Media Supply	Books			
P19-01240	Floral Supply Syndicate	Ag Supplies / Farrah	01-4300-9023	1,373.77	
P19-01248	Houghton Mifflin Harcourt	Spanish Books	01-4100-0004	1,152.54	
P19-01262	PRESTWICK HOUSE	Vocab Power Books	01-4300-3010	118.13	
P19-01263	ELITE UNIVERSAL SECURITY	Security at Football Game	01-5801-0000	390.00	
P19-01271	AMAZON.COM	Aux RCA Adapter	01-4300-3010	38.10	
P19-01275	AMAZON.COM	Ag Supplies / Farrah	01-4300-9023	118.97	
P19-01331	SWIS	SWIS Renewal	01-5801-3010	460.00	
P19-01356	AMAZON.COM	Books	01-4200-7338	144.73	
P19-01384	AMAZON.COM	Animation Supplies	01-4300-0004	340.26	
P19-01408	AMAZON.COM	ROP Medical Supplies	01-4300-0004	28.12	
P19-01433	JORGENSEN SPORTS SERVICE	Fall Officials	01-5801-0000	6,983.00	
P19-01434	CIF SAC-JOAQUIN SECTION	CIF Dues	01-5310-0000	757.38	
P19-01435	HOME DEPOT	Shelves	01-4300-0000	186.13	
P19-01463	AMAZON.COM	Chromebook Parts	01-4300-3010	257.29	

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P19-01469	BSN SPORTS	Volleyball Uniforms	01-4300-0000	1,868.29
P19-01470	BSN SPORTS	Basketball Uniforms	01-4300-0000	2,571.54
P19-01480	Complete Book and Media Supply	Book of Majors	01-4300-7338	54.51
P19-01490	AMAZON.COM	Photo Supplies	01-4300-0004	620.60
P19-01491	AMAZON.COM	Photo Supplies	01-4300-0004	42.87
P19-01492	AMAZON.COM	Room Z Cable	01-4300-0000	18.39
P19-01495	Raptor Technologies, LLC	Raptor Scanner & Printer	01-4300-0000	463.84
P19-01497	HOME DEPOT	Portable AC / MHS CTE Ag/ Voltz	01-4300-9023	449.91
P19-01499	AMAZON.COM	Athletic Trainer Flooring	01-4300-0004	204.50
P19-01501	ELITE UNIVERSAL SECURITY	Security at Football Game	01-5801-0000	438.75
P19-01505	CDW-G COMPUTER CENTER	Internal Card Reader	01-4300-0004	33.62
Total Location				175,866.26
Location McKenney Intermediate (37)				
P19-01055	TROXELL COMMUNICATIONS INC	42 Unit Chromebook Carts	01-4410-3010	2,868.63
P19-01056	NWN CORPORATION	HP M402dne Printers	01-4300-3010	1,059.92
P19-01057	OLIVER WORLDCLASS LABS	Smartboard	01-4410-3010	1,907.91
P19-01066	PETE'S MUSIC & ACCORDIAN CENTER	Band Supplies	01-4300-0004	500.00
P19-01083	AssetGenie, Inc., dba AG iRepair	Chromebook Batteries	01-4300-0004	189.17
P19-01092	SOUTHWEST SCHOOL & OFFICE SUPPLY	Paper Supplies	01-4300-1100	238.15
P19-01115	BRAIN POP	Online Educational Videos THOMPSON	01-5801-0003	230.00
P19-01125	CDW-G COMPUTER CENTER	Ethernet Switch	01-4300-0004	63.08
P19-01159	SWIS	PBIS	01-5801-1100	350.00
P19-01192	CADA Central	CADA DUES	01-5310-1100	250.00
P19-01211	SCHOOL SAVERS	Calculators	01-4300-1100	490.94
P19-01212	AMAZON.COM	Calculator Pocket Holder	01-4300-1100	16.22
P19-01288	AMAZON.COM	Calculators / LOCKLIN	01-4300-1100	29.12
P19-01352	GoGuardian	Chromebook Mgmt SW / Trahin	01-5801-1100	262.50
P19-01397	AMAZON.COM	Calculators / Haase	01-4300-3010	71.39
P19-01409	ACP DIRECT	Headphones for Testing	01-4300-0003	884.30
P19-01410	ABC SCHOOL EQUIPMENT	Whiteboards	01-4300-3010	665.00

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE

Page 13 of 20

39

Includes Purchase Orders dated 09/01/2018 - 09/30/2018			Board Meeting Date October 9, 2018		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location McKenney Intermediate (37) (continued)					
P19-01411	AMAZON.COM	Headphone Storage	01-4300-1100	54.49	
P19-01412	MobyMax, LLC	MobyMax Service	01-5801-3010	539.00	
P19-01440	SCHOOL SPECIALTY	Dry Erase Answer Paddles	01-4300-3010	309.34	
P19-01445	AMAZON.COM	OFFICE	01-4300-1100	32.23	
P19-01453	AMAZON.COM	SOCCER	01-4300-1100	41.67	
P19-01474	Follett School Solutions, Inc.	Library Barcodes	01-4300-1100	212.85	
Total Location				11,265.91	
Location Nutrition Services (73)					
P19-01094	SCHWAN'S FOOD SERVICE	Direct Order for Warehouse Inventory	13-9325-5310	10,568.94	
P19-01095	ULINE.COM	Shrinkwrap for Warehouse Quote attached	13-4300-5310	441.05	
P19-01096	DANIELSEN COMPANY	Direct Order for Warehouse Inventory	13-9325-5310	111.74	
P19-01171	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	910.37	
			13-9326-5310	4,234.99	
P19-01172	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	5,404.26	
P19-01173	MESCHER DOOR COMPANY	Warehouse Freezer Door Repair	13-5641-5310	130.00	
P19-01233	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9325-5310	5,051.20	
P19-01234	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	693.25	
P19-01252	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	426.00	
P19-01300	Asian Food Solutions	Direct Order for Warehouse Inventory	13-9325-5310	12,920.00	
P19-01345	GOODMAN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	8,005.62	
P19-01346	JTM PROVISIONS COMPANY, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,080.80	
P19-01348	The Hillshire Brands Co.	Direct Order for Warehouse Inventory	13-9325-5310	7,506.25	
P19-01349	BUENA VISTA FOOD PRODUCTS	Direct Order for Warehouse Inventory	13-9325-5310	11,337.50	
P19-01350	EMPORIUM	National School Lunch Week Posters	13-4300-5310	87.36	
P19-01369	REFRIGIWEAR	Protective Clothing for Warehouse Staff	13-4300-5310	717.12	
P19-01370	J M SMUCKERS	Direct Order for Warehouse Inventory	13-9325-5310	4,690.26	
P19-01371	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	512.25	
			13-9326-5310	3,901.85	
P19-01372	Ramirez Farming	Open PO for Fruit delivered direct to Kitchens	13-4716-5310	6,720.00	
P19-01373	PRO PACIFIC FRESH	Open PO for FFVP Direct to Kitchens	13-4716-5370	2,685.05	
<p>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.</p> <p>40</p>					
001 - Marysville Joint Unified School District			ESCAPE	ONLINE	Page 14 of 20
Generated for Kathy			Cartwright (KATHY), Sep 28 2018		
			4:24PM		

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P19-01374	APPEAL DEMOCRAT	Free Lunch Advertising	13-5890-5310	215.44
P19-01415	TYSON FOODS	Direct Order for Warehouse Inventory	13-9325-5310	9,445.32
P19-01416	S.A. PIAZZA & ASSOCIATES, LLC	Direct Order for Warehouse Inventory	13-9325-5310	3,403.20
P19-01417	PILGRIM'S PRIDE CORPORATION	Direct Order for Warehouse Inventory	13-9325-5310	9,085.44
P19-01418	Rich Chicks, LLC	Direct Order for Warehouse Inventory	13-9325-5310	12,179.20
P19-01423	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	3,023.30
P19-01424	Trade Supplies, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	1,437.05
P19-01425	The Fruitguys	Open PO for 18/19 Fresh Fruit & Vegetable Program	13-4716-5370	14,975.50
P19-01426	Rosa Magdaleno	Student Refund	13-5892-5310	19.00
P19-01460	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	568.00
Total Location				145,487.31
Location Olivehurst Elementary (25)				
P19-01257	MCGRAW-HILL SCHOOL EDUCATION	Learning Center Textbooks	01-4100-0003	809.69
P19-01258	Houghton Mifflin Harcourt	Teacher Edition Textbook	01-4100-0003	102.35
P19-01357	AMAZON.COM	Classroom Supplies	01-4300-0004	1,526.49
P19-01358	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Student Classroom Supplies	01-4300-0003	816.11
P19-01392	SCHOOL SPECIALTY	Student Chairs	01-4300-0004	545.32
P19-01396	Mystery Science Inc.	Mystery Science Subscription 4th	01-5801-0003	99.00
P19-01430	CURRICULUM ASSOCIATES	Student Quick Word Handbooks	01-4300-0003	203.22
Total Location				4,102.18
Location Print Shop (67)				
P19-01220	AlphaCard	ID Card System Supplies	01-4300-0000	73.49
P19-01301	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 18-19 SY	01-5621-0000	16,000.00
Total Location				16,073.49
Location Pupil Services (202)				
P19-01148	WAL-MART COMMUNITY BRC	dental van	01-4300-9014	500.00
P19-01214	McIlwain Mobility Solutions	Viking Lift/Battery Pack	01-4410-0000	5,148.77
P19-01224	CDW-G COMPUTER CENTER	Acrobat Pro 2017	01-5801-0000	327.24
P19-01235	SCHOOL SPECIALTY	MCK ED Class picnic table	01-4410-6512	1,163.15
P19-01259	PRO-ED	Auditory Comprehension Test	01-4300-0000	441.07

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE
Page 15 of 20

41

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P19-01261	WAL-MART COMMUNITY BRC	Open PO for ED program Walmart	01-4300-6512	2,500.00
P19-01269	AMAZON.COM	DHH Supplies - Kristin	01-4300-0000	132.89
P19-01272	AMAZON.COM	OT Supplies	01-4300-6500	397.97
P19-01273	AMAZON.COM	Psych - Book	01-4300-0000	238.15
P19-01274	Houghton Mifflin Harcourt	Language Kit - Psychs	01-4410-0000	843.27
P19-01317	AMAZON.COM	Laptop Battery for Alexis Barker	01-4300-0000	37.86
P19-01325	Pearson Clinical Order Dept.	Speech Supplies	01-4300-6500	988.35
P19-01326	Pro-Ed	Speech Supplies	01-4300-6500	162.69
P19-01328	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech Supplies	01-4300-6500	1,366.62
P19-01329	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Janice Alves	01-4300-6500	237.51
P19-01332	AMAZON.COM	Speech - Janice	01-4300-0000	60.53
P19-01333	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Fallon Woods	01-4300-6500	175.17
P19-01380	Plusoptix, Inc.	Health Plusoptix Amanda D	01-4300-0000	93.19
P19-01386	Pearson Clinical Order Dept.	Speech Supplies - Tests and Protocols	01-4300-6500	3,334.65
P19-01388	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Shelly Sexton	01-4300-6500	416.78
P19-01389	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Nikki Hu	01-4300-6500	248.76
P19-01390	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Lauren Merrill	01-4300-6500	175.15
P19-01391	Northern Speech Services, Inc.	Speech - Sheena Fetters	01-4300-6500	258.69
P19-01393	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Sheena Fetters	01-4300-6500	98.29
P19-01394	Pro-Ed	Speech Supplies	01-4300-6500	343.87
P19-01395	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Speech Order for Sheena Fetters	01-4300-6500	153.65
P19-01414	Really Good Stuff, LLC	Speech - Lauren Merrill	01-4300-6500	38.82
P19-01443	AMAZON.COM	APE Supplies	01-4300-6500	160.23
P19-01444	AMAZON.COM	Noise Reduction Ear Muffs	01-4300-6500	60.58
P19-01462	SIERRA SCHOOL OF EASTERN UPPER	NPS Day School Services 18-19	01-5860-6500	169,923.12
P19-01476	Pearson Clinical Order Dept.	ABAS-3 Protocol for Psychs	01-4300-0000	513.11
Total Location				190,540.13
Location Purchasing (104)				
P19-01090	GOVCONNECTION, INC.	Bluetooth Headset for Kelly	01-4300-0000	149.60

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE

Page 16 of 20

42

Board Meeting Date October 9, 2018

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location South Lindhurst (47)				
P19-01353	AMAZON.COM	Tetherballs	01-4300-1100	64.92
Location Technology (102)				
P19-01100	TEC-COM	Tec-Com Fiber Patch Cables	01-4300-0000	316.63
P19-01103	AMAZON.COM	Computer wrist rest	01-4300-0000	23.80
P19-01104	AMAZON.COM	Mobile phone accessories	01-4300-0000	40.66
P19-01111	AMAZON.COM	Phone Screen Protector for Dan	01-4300-0000	7.57
P19-01114	AMAZON.COM	Work Phone Cases	01-4300-0000	33.49
P19-01163	Amplified IT, LLC	Amplified IT	01-5801-0000	3,806.55
P19-01351	AMS.NET	MHS IP Speakers	01-4300-0000	3,767.53
			01-4410-0000	22,040.68
			01-5801-0000	1,912.50
P19-01354	AMS.NET	AMS Cisco Smart Net	01-5801-0000	818.88
P19-01446	AMAZON.COM	Office Supplies	01-4300-0000	50.86
P19-01504	CDW-G COMPUTER CENTER	Board Room Sound System	01-4300-0000	2,729.31
			01-4410-0000	10,877.14
Total Location				46,425.60
Location Transportation (69)				
P19-01085	AMAZON.COM	Roof Mount Light	01-4364-0230	334.31
P19-01213	AMAZON.COM	Adapter	01-4364-0230	30.18
P19-01304	Air & Lube Systems	Lift Repairs	01-5641-0230	1,000.00
P19-01347	INTERWEST INSURANCE SER., INC.	Transportation DMV Title Bond	01-5890-0230	200.00
P19-01427	MID VALLEY SOUND	Bus Radios - S-69 and S-77	01-4300-0230	897.83
P19-01482	SCHOOL SPECIALTY	Office Chair / Dispatcher	01-4300-0230	348.02
Total Location				2,810.34
Location Warehouse (71)				
P19-01059	CDW-G COMPUTER CENTER	Admin CPU	01-4410-0000	1,039.20
P19-01178	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	4,132.24
P19-01221	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2018-19 S.Y.	01-9320-0000	2,885.34
P19-01276	MISSION LINEN & UNIFORM	Uniform Shirts	01-4300-0000	182.51

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), Sep 28 2018
4:24PM

ESCAPE

ONLINE

Page 17 of 20

43

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

Board Meeting Date October 9, 2018

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Warehouse (71) (continued)				
P19-01421	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	1,599.00
Total Location				9,838.29
Location Yuba Feather K-6 (29)				
P19-01051	CDW-G COMPUTER CENTER	Computers	01-4410-9010	2,750.28
P19-01466	SUTTER BUTTES COMMUNICATIONS	YFS Radio Batteries	01-4300-0004	271.14
Total Location				3,021.42
Location Yuba Gardens Intermediate (39)				
P19-01058	MUSICIAN'S FRIEND	Band Instruments / Stewart	01-4300-0003	3,969.02
			01-4410-0003	8,122.00
P19-01078	AssetGenie, Inc., dba AG iRepair	Chromebook Palmrest	01-4300-3010	519.28
P19-01136	J.W. PEPPER & SON, INC	STEWART/GATES	01-4300-3010	2,978.57
P19-01157	AMAZON.COM	KENT/MCCOMB	01-4300-0003	32.38
P19-01160	SWIS	PBIS	01-5801-0003	460.00
P19-01187	MUSICIAN'S FRIEND	Music Supplies / Stewart	01-4300-0003	988.30
P19-01225	CDW-G COMPUTER CENTER	Laptop	01-4410-6500	990.85
P19-01237	Evolution Labs	Character Education Service	01-5801-3010	6,250.00
P19-01264	WAL-MART COMMUNITY BRC	Art Supplies / S. Bole	01-4300-1100	500.00
P19-01314	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3010	4,753.70
P19-01320	AMAZON.COM	GRANT/GATES	01-4300-3010	60.62
P19-01330	SCHOOL SPECIALTY	S BOLE /GATES	01-4300-0003	380.61
P19-01335	PTM Document Systems	GATES/YLST	01-4300-1100	891.10
P19-01364	TROXELL COMMUNICATIONS INC	20 unit Chromebook Cart & Elmos	01-4410-3010	4,010.66
P19-01365	THE TREE HOUSE	Toner for HP M225dw	01-4300-3010	315.22
P19-01381	TROXELL COMMUNICATIONS INC	20 unit Chromebook Cart	01-4410-3010	968.84
P19-01387	DICK BLICK COMPANY	S BOLE/GATES	01-4300-0003	2,140.71
P19-01401	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3010	4,753.70
P19-01428	Karen Junker	Consultation/Training	01-5801-3010	2,700.00
P19-01468	Tim's Music	Instrument Repairs / Stewart	01-5641-0004	2,488.79
P19-01475	DICK BLICK COMPANY	Art Supplies / S. Bole	01-4300-0003	71.43
P19-01477	GOVCONNECTION, INC.	YGS Attendance receipt printers	01-4300-1100	281.16

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), Sep 28 2018

4:24PM

ESCAPE

ONLINE

Page 18 of 20

44

Includes Purchase Orders dated 09/01/2018 - 09/30/2018			Board Meeting Date October 9, 2018		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Total Number of POs			445		
Total Location				48,626.94	
Total				1,355,243.37	

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	375	1,054,873.52
09	Chtr Schs	8	36,537.94
12	Child Dev	16	5,686.86
13	Cafeteria	30	145,487.31
25	Cap Fac	2	4,795.00
73	Fndn Priv	13	6,200.00
77	PAYROLL CR	1	101,662.74
Total			1,355,243.37

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

Carwright (KATHY), Sep 28 2018
4:24PM

45

Includes Purchase Orders dated 09/01/2018 - 09/30/2018

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00038	4,690.48	01-5630	Gen Fund/Rents/Leas	96.53
P19-00242	28,000.00	01-5641	Gen Fund/Equip Repa	8,000.00
P19-00317	3,600.00	01-4300	Gen Fund/Mat&Suppli	726.03
P19-00342	4,000.00	01-4300	Gen Fund/Mat&Suppli	23.98
P19-00370	40,447.23	01-5801	Gen Fund/Contracts	2,300.00
P19-00455	3,126.45	13-4712	Cafeteria/Food	274.25
P19-00511	4,950.00	01-5530	Gen Fund/Water & Se	2,500.00
P19-00645	164.74	01-4300	Gen Fund/Mat&Suppli	14.74
P19-00669	456.18	01-4300	Gen Fund/Mat&Suppli	106.54
P19-00897	599.55	01-4300	Gen Fund/Mat&Suppli	129.90
P19-00958	178.56	12-4300	Child Dev/Mat&Suppli	70.36
P19-00982	1,034.00	01-4300	Gen Fund/Mat&Suppli	34.00
Total PO Changes				14,276.33

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), Sep 28 2018
4:24PM

46



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 September 28, 2018 (Insert Board meeting date or ratification date), by and between Kiz Construction, 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 Four thousand Three hundred Fifty and 00 /100 Dollars (\$ 24,350.00)

(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: C5 (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 September, 28, 2018. (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by October, 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	onfile	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	onfile	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	onfile	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

26-399054
 Employer Identification Number

License No: 984663 Classification: C5 Expiration Date: 06/30/2019

(District Use Only: License verified by Summer Odesha  Date: September 27, 2018)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Kiz Construction

Contractor Address: _____
5757 Robertson Ave Suite D
Carmichael CA 95608

Phone: 916.715.7771

Email: paulkiz@comcast.net

Print Name: Paul Kiz

Title: President

Authorized Signature: 

District Acceptance: 
 Michael Hodson, Assistant Superintendent of Business Services

Date: 10-1-18
 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):

Tom Kolesnikov
Edward Kiz

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: 9/27/18

Kiz Construction (Company)

 (Authorized Signature)

Paul Kiz (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, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED September 28, 2018
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21**



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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

A handwritten signature in black ink, appearing to read "Paul Kiz", is written over a horizontal line.

Signature, Contractor's Authorized Representative

Paul Kiz

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.: 8193-MCAA Portable between the Marysville Joint Unified School District ("District" or "Owner") and Kiz Construction ("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: Paul Kiz

Title: President

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

_____ Other, describe:

DISTRICT

Signature: _____

Title: Director Buildings & Grounds

Date: 9.25.18

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

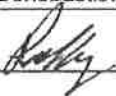
**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: 8193-MCAA Portable
between Marysville Joint Unified School District (the "District" or the "Owner") and
Kiz Construction (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: 09-27-18

Proper Name of Contractor: Kiz Construction

Signature: 

Print Name: Paul Kiz

Title: President

(Remainder of page left blank intentionally)



State of California

Department of Industrial Relations

Attachment F

10000 47901

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

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

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

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

Registration Fiscal Year:

7/1/2018 - 6/30/2019

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

Paul Kiz

License Number:

example: 123456

Contractor License Lookup

County:

Select County

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

Export as: Excel | PDF

Search Results

One registered contractor found. 1

9/24/2018

California Department of Industrial Relations - Contact DIR

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	PAUL KIZ	1000029219	SACRAMENTO	CARMICHAEL	CSLB:775681	Active	05/14/2018	06/30/2019

Attachment F

v2.20171120

About DIR

Who we are

DIR Divisions, Boards & Commissions

Contact DIR

Work with Us

Jobs at DIR

Licensing, registrations, certifications & permits

Required Notifications

Public Records Requests

Learn More

Access to Information

Frequently Asked Questions

Site Map



Copyright © 2017 State of California

60



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR <u>20</u> <u>00</u>		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name <u>KR Construction</u>			Vendor/Payee's <input type="checkbox"/> SOS no. <u>26-3990054</u>		<input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN
Vendor/Payee's address (number and street) <u>5757 Robertson Ave Suite D</u>			APT. no.		Private Mailbox no.
City <u>Warmichuel</u>			State <u>CA</u>		ZIP Code <u>95608</u>
			Vendor/Payee's daytime telephone no. <u>916 715-7741</u>		

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

☐ **Individuals — Certification of Residency:**

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

☒ **Corporations:**

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

☐ **Partnerships:**

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

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

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

☐ **Tax-Exempt Entities:**

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

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

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

☐ **California Irrevocable Trusts:**

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

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

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

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print)

President

Vendor/Payee's signature

[Signature]

Date 09-27-18



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

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

Request for Taxpayer Identification Number and Certification

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

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

2 Business name/disregarded entity name, if different from above
Kiz Construction

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

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

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

5 Address (number, street, and apt. or suite no.)
5757 Robertson Ave Suite D

6 City, state, and ZIP code
Carmerial CA 95608

7 List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[] - [] - []

or
Employer identification number
26-3990054

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here [Signature] Date 09-27-18

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

62

Attachment J

Kiz Construction Inc

PROPOSAL

5757 Robertson Ave Suite D
Carmichael, CA 95608
License# 984663 DIR# 1000047901
Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#
09/25/2018	201827

Name/Address:
MJUSD
1919 B Street
Marysville, CA 95901

Project	Terms	Salesperson
MCAA Portable Class Room		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
1	Furnish all labor and material to: -Demo fence, prep pad for building, trench and backfill and compact for electrical, repair the landscape, prep and install concrete, signage, enclosure panel.	\$ 24,350.00	\$ 24,350.00
TOTAL:\$ 24,350.00			

Acceptance of Proposal:

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above.



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 775681

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 9/25/2018 2:13:38 PM

Business Information

KIZ CONSTRUCTION
5520 TASHI BELL LANE
CARMICHAEL, CA 95608
Business Phone Number:(916) 715-7771

Entity Sole Ownership
Issue Date 03/01/2000
Expire Date 03/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.
Bond Number: 04WB084286
Bond Amount: \$15,000
Effective Date: 04/28/2017
Contractor's Bond History

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.
Effective Date: 05/18/2018
Expire Date: None
Workers' Compensation History

Other

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

64



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 September 28, 2018 (Insert Board meeting date or ratification date), by and between Perkins Electric, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Thirty Two thousand Eight hundred Fifty Seven and 00 /100 Dollars (\$ 32,857.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C10 (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 September 28, 2018. (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by October 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)

65



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

45-5446865
 Employer Identification Number

License No: 954598 Classification: C10 Expiration Date: 10/30/2018

(District Use Only: License verified by Summer Odesha Date: September 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: Perkins Electric

Contractor Address: _____
509 Kay Ct
Folsom CA, 95630

Phone: 916.267.4404

Email: scott.perkinselectric@gmail.com

Print Name: Scott Perkins

Title: President

Authorized Signature: [Signature]

District Acceptance: [Signature]
 Michael Hodson, Assistant Superintendent of Business Services

Date: 10.1.18
 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):

Scott Perkins

Drake Kosci

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: 9/27/2018

Perkins Electric (Company)

 (Authorized Signature)

Scott Perkins (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.

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and 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 September, 28 2018
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21**



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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

A handwritten signature in black ink, appearing to be 'S. Perkins', written over a horizontal line.

Signature, Contractor's Authorized Representative

Scott Perkins

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.: 8193-MCAA Portable between the
Marysville Joint Unified School District ("District" or "Owner") and Perkins Electric
("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: Scott Perkins

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

☒ 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: 9.27.18

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.: 8193-MCAA Portable
between Marysville Joint Unified School District (the "District" or the "Owner") and
Perkins Electric (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: 9/27/2018
Proper Name of Contractor: Perkins Electric
Signature: 
Print Name: Scott Perkins
Title: President

(Remainder of page left blank intentionally)

State of California

Attachment F
Department of Industrial Relations

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

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

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

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

Registration Fiscal Year:

7/1/2018 - 6/30/2019 ▼

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

example: ABC COMPANY

License Number:

954598

Contractor License Lookup

County:

Select County ▼

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

Export as: Excel | PDF

Search Results

One registered contractor found. 1

9/21/2018

California Department of Industrial Relations - Contact DIR

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	PERKINS ELECTRIC, INC.	1000007444	SACRAMENTO	FOLSOM	CSLB:954598	Active	06/16/2018	06/30/2019

Attachment F

v2.20171120

About DIR

Who we are

Our history, mission, and vision

Contact Us

Work with Us

Jobs at DIR

Licensing, registrations, certifications & permits

Required Notifications

Public Records Request

Learn More

Access all information

Instantly asked questions

See also



Copyright © 2017 State of California

Attachment G

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Scott Perkins

Payee

Name

Perkins Electric Inc

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

4 5 5 4 4 6 8 6 5

Address (apt./ste., room, PO Box, or PMB no.)

509 Kay Ct

City (If you have a foreign address, see instructions.)

Folsom

State

CA

ZIP Code

95630

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

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

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

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

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print) Scott Perkins Telephone (916) 267-4404Payee's signature  Date 9/21/2018

Attachment H

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

Perkins Electric Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

509 Kay ct

6 City, state, and ZIP code

Folsom, Ca 95630

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

4	5	-	5	4	4	6	8	6	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 9/21/2018

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

80

Attachment I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2019

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 Barragan Insurance Agency 1132 Suncast Lane Ste 8 El Dorado Hills, CA 95762 License #: OE27354	CONTACT NAME: Javier Barragan	
	PHONE (A/C, No, Ext): (916)984-9320	FAX (A/C, No): (916)984-8013
	E-MAIL ADDRESS: info@barraganinsurance.com	
INSURED Scott Perkins DBA: Perkins Electric 509 KAY COURT Folsom, CA 95630	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Colony Insurance Company	NAIC # 39993
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00000000-

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	101 GL 0025623-04	07/21/2018	07/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

(JMB)

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment I



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
03/01/2018

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

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

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620		CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, NO, EXT): 877-266-6850 E-MAIL ADDRESS: Certs@paychex.com FAX (A/C, No): 585-389-7426	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NorGUARD Insurance Company	NAIC # 31470
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PEWC964363	03/13/2018	03/13/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

CERTIFICATE HOLDER	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, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

Proposal

Perkins Electric

Business Address:

509 Kay Ct

Foslom, CA 95630

NO. 638.1

DATE September 21, 2018

CUSTOMER ID

Scott.perkinselectric@gmail.com

TO

MJUSD

Job	PAYMENT TERMS	DUE DATE
Marysville Charter Academy portable		

SCOPE OF WORK

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
LABOR/MATERIAL	Furnish/Install-		
	Pathway/Feeders for electrical hookup		\$10,800
	Breaker		\$600
	Clock, Intercom systems		\$1,500
	Fire system		\$9,500
	Data system		\$9,500
	Includes: All parts, programming and testing for all systems		
	Performance/Payment Bond		957.00
	Excludes: Trenching		
TOTAL			\$32,857



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 954598

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 9/21/2018 2:31:40 PM

Business Information

PERKINS ELECTRIC INC
509 KAY CT
FOLSOM, CA 95630
Business Phone Number:(916) 267-4404

Entity Corporation
Issue Date 11/15/2010
Reissue Date 11/30/2016
Expire Date 11/30/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

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

Bond Number: 30017740

Bond Amount: \$15,000

Effective Date: 11/30/2016

Contractor's Bond History

Bond of Qualifying Individual

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

Effective Date: 11/30/2016

Workers' Compensation

This license has workers compensation insurance with the NORGUARD INSURANCE COMPANY

Policy Number: PEWC964363

Effective Date: 03/13/2018

Expire Date: 03/13/2019

Workers' Compensation History



Bond # 63816820

Premium Included in Performance Bond

Marysville Joint Unified School District

ATTACHMENT K
(Only applicable if contract is \$25,000 or greater)

LABOR AND MATERIAL PAYMENT BOND

WHEREAS, the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to Perkins Electric Inc. (the "Principal") a contract for the Work commonly described as the:

Marysville Charter Academy New Portable Classroom Building

(the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated October 9, 2018, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 *et seq.*, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, Perkins Electric Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, as Obligee, for payment of the penal sum of Thirty Two Thousand Eight Hundred Fifty Seven Dollars (\$ 32,857.00), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

ATTACHMENT K Continued on Next Page



Marysville Joint Unified School District

If the Principal promptly, fully and faithfully makes payment to all Claimants for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 26th day of September, 2018 by their duly authorized agents or representatives.

(Corporate Seal)

Perkins Electric Inc.

(Principal Name)

By: [Signature]

(Signature)

Scott Perkins

(Typed or Printed Name)

Title: President

(Corporate Seal)

Western Surety Company

(Surety Name)

By: [Signature]

(Signature of Attorney-in-Fact for Surety)

Shirley Ann Baugh

(Attach Attorney-in-Fact Certificate) (Typed or Printed Name of Attorney-in-Fact)

P.O. Box 5077

Sioux Falls, SD 57117
(Address)

(800) 331-6053

(Area Code and Telephone Number of Surety)

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT L
(Only applicable if contract is \$25,000 or greater)

PERFORMANCE BOND

WHEREAS, the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (the "Obligee") has awarded to Perkins Electric Inc. described as:

Marysville Charter Academy New Portable Classroom Building

(the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligor, dated October 9, 20¹⁸, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work under the Contract Documents ("Bond").

NOW THEREFORE, we, Perkins Electric Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, as Obligor, for payment of the penal sum of Thirty Two Thousand Eight Hundred Fifty Seven Dollars (\$32,857.00), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligor under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

The condition of the obligation is such that if the Principal promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligor and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligor by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligor's rights hereunder. Surety hereby waives notice from the Obligor of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications. In the event of the Obligor's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligor to the Surety of the Principal's breach or default of the Contract Documents and Obligor's termination of the Contract, the Surety shall notify Obligor in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract

ATTACHMENT L Continued on Next Page



Marysville Joint Unified School District

Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligor, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligor within the time specified herein, the Obligor may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligor for all damages and costs sustained by the Obligor as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligor upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increase the Contract Price.

The Principal and Surety agree that if the Obligor is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligor, the Surety shall pay to the Obligor all costs, expenses and fees incurred by the Obligor in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of, 20th September, 2018.

By:

Principal Perkins Electric Inc.

By:

Surety Western Surety Company

END OF DOCUMENT

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63816820

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Shirley Ann Baugh

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Perkins Electric Inc.

Obligee: Marysville Joint Unified School District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63816820 is not issued on or before midnight of November 5th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of September 2018.

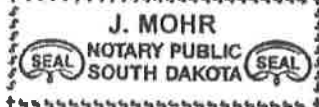
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President



On this 26th day of September, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of September 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-10-2017

89

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

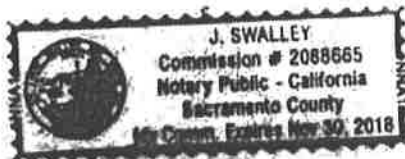
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sacramento)
 On 09-26-18 before me, J. Swalley, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Shirley Ann Baugh
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Swalley
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____