



Marysville Joint Unified School District

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

PUBLIC WORKS CONTRACT FOR SERVICES \$60,000 AND UNDER

THIS CONTRACT made and entered into on April 23, 2019 (Insert Board meeting date or ratification date), by and between Kiz Construction, Inc hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

1. The CONTRACTOR shall furnish labor and materials to the DISTRICT in accordance with the Terms & Conditions set forth in ATTACHMENT B hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Fifty Nine thousand Nine hundred _____ and No /100 Dollars (\$ 59,900.00)
(MAY NOT EXCEED \$60,000) – 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 April, 24, 2019. (insert date after Board approval date or ratification date) with work to be completed within _____ () consecutive days and/or by September, 30, 2019.
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 \$60,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

26-3990054
 Employer Identification Number

License No: 981663 Classification: C5 Expiration Date: 6/30/2019

(District Use Only: License verified by Julie Brown  Date: 4/3/19
 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 Avenue Ste D
Carmichael, CA 95608

Phone: (916) 715-7771

Email: paulkiz@comcast.net

Print Name: Paul Kiz

Title: Owner

Authorized Signature: 

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

Date: _____
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Eduard Kiz
Roman Kiz
Tim Kolesnik

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: 04-03-19

Kiz Construction Inc (Company)

 (Authorized Signature)

Paul Kiz (Print Name)

Owner (Title)

(Complete only if pertinent)

Revised 02-28-2017



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

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

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

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

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



Marysville Joint Unified School District

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

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

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

Revised 02-28-2017

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

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

ARTICLE 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 April 24 2019
(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.: Lindhurst Bldg A Stucco _____ between the Marysville Joint Unified School District ("District" or "Owner") and Kiz Construction Inc ("Contractor" or "Bidder").

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

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

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

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

P 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: Raukris

Title: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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

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

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

☐ Other, describe:

DISTRICT

Signature:  Title: Director Buildings & Grounds Date: 4-10-19
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.: Lindhurst Bldg A Stucco
between Marysville Joint Unified School District (the "District" or the "Owner") and
Kiz Construction Inc (the "Contractor" or the "Bidder").

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

Date: 04-15-19

Proper Name of Contractor: Kiz Construction Inc

Signature: 

Print Name: Paul Kiz

Title: Owner

(Remainder of page left blank intentionally)

Name

Attachment F

KIZ CONSTRUCTION

PAUL KIZ[View Details](#)[+ Add to My List](#)Detail:

Registration Number: 1000047901
Status: Active
CSLB Number: 984663
Legal Entity Type: Corporation
Mailing Address: 5757 ROBERTSON AVE. SUITED
 CARMICHAEL
 CA 95608
County: Sacramento
Craft:
Email: paulkiz@comcast.net

Registration History

Effective Date	Expiration Date
5/14/2018	6/30/2019
5/25/2017	6/30/2018
3/28/2017	6/30/2017

DBA

Name

KIZ CONSTRUCTION INC

PAUL KIZ[View Details](#)[+ Add to My List](#)Detail:

Registration Number: 1000013898
Status: Expired
CSLB Number: 775681
Legal Entity Type: Sole Proprietorship
Mailing Address: 5520 TASHI BELL LANE
 CARMICHAEL
 CA 95608
County: undefined
Craft:
Email: undefined

Registration History

Effective Date	Expiration Date
3/4/2015	6/30/2015

DBA

Name

KIZ CONSTRUCTION



Attachment 7

OK 4.1.17
T.B.

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#
03/30/2019	201913

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

Project	Terms	Salesperson
Lindhurst Admin Stucco		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
1	Furnish all labor and material to repair dryrot wall Admin Building. -Remove stucco full width and hight of the wall. -Remove and replace dryrot sheeting and damaged insulation. -Install new 3coat stucco. -prime and paint to match existing. To include performance and payment bond. All work is subject to a Prevailing Wage.	\$ 59,900.00	\$ 59,900.00

TOTAL:\$ 59,900.00

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 # 984663**

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

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

Data current as of 4/3/2019 11:08:13 AM

Business Information

KIZ CONSTRUCTION INC
5757 ROBERTSON AVE SUITE D
CARMICHAEL, CA 95608
Business Phone Number: (916) 715-7771

Entity Corporation

Issue Date 06/20/2013

Expire Date 06/30/2019

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: 04WB025185

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual PAUL A KIZ 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: 06/20/2013

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 05/16/2017

Expire Date: None

Workers' Compensation History

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement"), dated April 23, 2019, is hereby made between the Marysville Joint Unified School District ("CLIENT") and Capitol Public Finance Group, LLC ("CAPITOL PFG"). CAPITOL PFG agrees to provide the "Services," as more fully defined below, to CLIENT and CLIENT agrees to pay to CAPITOL PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. **Definitions.** The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be the date Agreement is executed.
 - b. The "Termination Date" shall be December 31, 2019 or upon receipt of a Termination Notice.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. **SERVICES.** The duties and tasks to be performed by CAPITOL PFG (the "Services") shall be outlined in the attached Consulting Services Order(s) – SEE EXHIBIT A. During the performance of such Services by CAPITOL PFG, the CLIENT will retain and exercise decision-making authority over the Services performed by CAPITOL PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and CLIENT may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order (Exhibits) and attached to this Agreement.
3. **PAYMENT.** CLIENT shall pay CAPITOL PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. **TERMINATION.** Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective thirty (30) days after receipt of a Termination Notice.
5. **ASSIGNMENT.** CAPITOL PFG shall not assign its rights and obligations under this Agreement.
6. **INDEMNITY.** The Parties agree that CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CLIENT 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

Business Services Department

Approval 

Date: 4/3/19

131

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 CLIENT Indemnitees with the fullest protection possible under the law. CAPITOL PFG acknowledges that CLIENT would not enter into this Agreement in the absence of CAPITOL PFG's commitment to indemnify, defend and protect CLIENT as set forth herein.

To the fullest extent permitted by law, CAPITOL PFG shall indemnify, hold harmless and defend the CLIENT 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 CAPITOL PFG's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

CLIENT shall have the right to offset against the amount of any compensation due CAPITOL PFG under this Agreement any amount due CLIENT from CAPITOL PFG as a result of CAPITOL PFG's failure to pay CLIENT promptly any indemnification arising under this Article and related to CAPITOL PFG's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation

The obligations of CAPITOL PFG under this Article will not be limited by the provisions of any workers' compensation act or similar act. CAPITOL PFG expressly waives its statutory immunity under such statutes or laws as to CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers.

CAPITOL PFG 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 CAPITOL PFG in the performance of this Agreement. In the event CAPITOL PFG fails to obtain such indemnity obligations from others as required herein, CAPITOL PFG agrees to be fully responsible and indemnify, hold harmless and defend CLIENT and CLIENT'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 CAPITOL PFG's subcontractors or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CLIENT's choice.

CLIENT does not, and shall not, waive any rights that it may possess against CAPITOL PFG because of the acceptance by CLIENT, or the deposit with CLIENT, 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.

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 CLIENT may have at law or in equity.

7. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CAPITOL PFG and all persons retained or employed by CAPITOL PFG are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CLIENT. CAPITOL PFG shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CAPITOL PFG and all persons retained or employed by CAPITOL PFG shall have no authority, express or implied, to bind CLIENT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CLIENT, whether by contract or otherwise, unless such authority is expressly conferred to CAPITOL PFG under this Agreement or is otherwise expressly conferred by CLIENT in writing.
8. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
9. 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 CLIENT and CAPITOL PFG 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.
10. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CLIENT without restriction or limitation upon their use or dissemination by CLIENT. 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 CAPITOL PFG 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 CLIENT, a perpetual license for CLIENT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CAPITOL PFG shall require all subcontractors and subconsultants working on behalf of CAPITOL PFG in the performance of this Agreement to agree in writing that

CLIENT 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 CAPITOL PFG in the performance of this Agreement.

11. CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CAPITOL PFG or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CAPITOL PFG without prior written consent by CLIENT. CLIENT shall grant such consent if disclosure is legally required. Upon request, all CLIENT data shall be returned to CLIENT upon the termination or expiration of this Agreement. CAPITOL PFG shall not use CLIENT'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 CLIENT.
12. SUBCONTRACTING: CAPITOL PFG shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CLIENT. 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.
18. 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:

CAPITOL PFG:

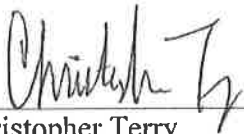
Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
Attn: Managing Partner, Operations
Phone: (916) 641-2734
Fax: (916) 921-2734

CLIENT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Assistant Superintendent of
Business Services
Phone: (530) 749-6115
Fax: (530) 742-0573

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

19. 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.



Christopher Terry
Capitol Public Finance Group, LLC

Date: 3/27/2019

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

Date: _____

**EXHIBIT A –
CONSULTING SERVICES ORDER**

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Marysville Joint Unified School District (“Client”) and Capitol Public Finance Group, LLC (“Capitol PFG”).

Project Management and Construction Advisory Services in support of the Buildings and Grounds department:

- Provide District with construction program support;
- Serve as District Representative with all project related consultants and contractors within assigned projects;
- Assist in developing project budgets and timelines;
- Provide support and work with District staff to implement project delivery, procurement, planning, construction, and certification of assigned projects;
- Coordinate inspections, testing, and approvals of assigned projects;
- Work with District to ensure compliance with all regulatory statutes and adherence with Public Contract Code; and
- Report project status to District staff and Administration as needed.

Consulting Service Fee:

An hourly rate of \$195 plus reimbursement pre-approved of out-of-pocket expenses. General consulting will have a not to exceed on this agreement of \$50,000.00, however project specific scopes can be done with an agreed upon ‘not to exceed’ fee and will be provided as a separate proposal under this contract.

Payment Schedule:

Cumulative fees and expenses for CSO No. 2019-1 will be invoiced on a monthly basis.



Marysville Joint Unified School District

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

PUBLIC WORKS CONTRACT FOR SERVICES \$60,000 AND UNDER

THIS CONTRACT made and entered into on April 23, 2019 (Insert Board meeting date or ratification date), by and between KYA Services, LLC, hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

1. The CONTRACTOR shall furnish labor and materials to the DISTRICT in accordance with the Terms & Conditions set forth in ATTACHMENT B hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Forty thousand hundred Ninety Five and 52 /100 Dollars (\$ 40,095.52)
(MAY NOT EXCEED \$60,000) – 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: C15 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of April, 24, 2019. (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by June, 30, 2019.
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 \$60,000)

137



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

46-2267568
 Employer Identification Number

License No: 984827 Classification: C15 Expiration Date: 6/30/2019

(District Use Only: License verified by Julie Brown Date: 3/27/19)
 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: KYA Services, LLC

Contractor Address: 1800 East McFadden Avenue
Santa Ana, CA 92705

Phone: (714) 659-6475

Email: Kevin.Koschik@theKYAgroup.com

Print Name: Terri Bell

Title: Director

Authorized Signature: Terri Bell

District Acceptance: Michael Hodson, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date



138



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):

Joe Murillo

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: 04/04/2019

KYA Services, LLC

Terri Bell

(Authorized Signature)

Terri Bell

(Print Name)

Director

(Title)

(Complete only if pertinent)

Revised 02-28-2017



139



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 contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

Revised 02-28-2017

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (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 April, 24 2019
(Insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21

144



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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



Signature, Contractor's Authorized Representative

Terri Bell, Director

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.: Linda Boys & Girls RR Epoxy between the Marysville Joint Unified School District ("District" or "Owner") and KYA Services, LLC ("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: Joe Munillo

Title: Fireman

☐ 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: 4-10-19
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.: Linda Boys & Girls RR Epoxy
between Marysville Joint Unified School District (the "District" or the "Owner") and
KYA Services, LLC (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: 04/04/2019

Proper Name of Contractor: KYA Services, LLC

Signature: _____

Terri Bell

Print Name: _____

Terri Bell

Title: _____

Director



(Remainder of page left blank intentionally)

CA

Department of
Industrial Relations

Attachment F

[Press room](#)[Indice en español](#)[Settings](#)[Home](#)[Labor Law](#)[Cal/OSHA - Safety & Health](#)[Workers' Comp](#)[Self Insurance](#)[Apprenticeship](#)[Director's Office](#)[Boards](#)[Search](#)

Public Works

Public Works Contractor (PWC)

Enter at least one search criteria to display registered public works contractors.

Note: Search results will display all of the public works contractors that are registered in the state.

Make sure the proper registration fiscal year is selected when searching.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1.5 of the Public Works Contractors Act.

1000003379 Contractor Details

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name
KYA SERVICES LLC

Legal Entity Type
LIMITED LIABILITY COMPANY

Trade Name

License Number(s)
CSLB :984827

Mailing Address
1522 BROOKHOLLOW DRIVE SUITE 3
SANTA ANA, CA 92705

Physical Address
1522 BROOKHOLLOW DRIVE SUITE 3
SANTA ANA, CA 92705

Email Address
TRACY.CHET@THEKYAGROUP.COM

Search Results

One registered contractor found, 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	KYA SERVICES LLC	1000003379	ORANGE	SANTA ANA	CSLB:984827	Active	05/02/2018	06/30/2019

v2.20180928

[About DIR](#)[Who we are](#)[DIR Divisions,
Boards &
Commissions](#)[Contact DIR](#)[Work with Us](#)[Jobs at DIR](#)[Licensing,
registrations,
certifications &
permits](#)[Required Notifications](#)[Learn More](#)[Access to
idioma](#)[Frequently
Asked
Questions](#)[Site Map](#)

Attachment f



This is a legal agreement - please read carefully. Complete and initial all pages.

SCOPE OF WORK - PRICING

Linda ES -Girls Library Bathroom - Epoxy	Quantity	U/M	Price	Value
Supply and Apply Standard Epoxy Coating	1.00	EA	\$18,664.00	\$18,664.00
Bonding Fee	1.00	EA	\$786.19	\$786.19
Total Price				\$19,450.19

150

Attachment J



This is a legal agreement - please read carefully. Complete and initial all pages.

Proposal: 1-2-16005

To: Marysville Joint Unified
1919 B St.,
95901

Date: December 10, 2018

Terms: Net 30

c/o: Marysville Joint Unified

RA: Kevin Koschik

RA Phone: (916) 870-8786

RA Email: Kevin.Koschik@theKYAgroup.com

Site: Linda Elementary

Address: 6180 Dunning Ave.,
95901

Site Qualifications and General Scope of Work

DIR # 1000003379

The diamond grinding of the floor and walls and the installation of the Sika Decoflake 40 epoxy system over an area. The area to be resurfaced is the Girl's Library Restroom of Linda Elementary School in Marysville, CA

KYA will diamond grind the floor and walls, apply a primer coat of Sika 161 primer and broadcast flakes into it. Next day we will apply a basecoat of Sika 264 Epoxy and broadcast vinyl flakes into it once again. Finally, KYA will apply a grout coat of Sika 217 epoxy and a top coat of Sika 510 Polyaspartic.

Priced per prevailing wage

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

Attachment f



This is a legal agreement - please read carefully. Complete and initial all pages.

SCOPE OF WORK - PRICING

	Quantity	U/M	Price	Value
Linda ES - Boys Library Bathroom - Epoxy				
Supply and Apply Standard Epoxy Coating	1.00	EA	\$20,645.33	\$20,645.33
Total Price				\$20,645.33

Attachment J



SERVICES LLC

This is a legal agreement - please read carefully. Complete and initial all pages.

Proposal: 1-2-15992

To: Marysville Joint Unified
1919 B St.,
95901

Date: December 10, 2018

Terms: Net 30

c/o: Marysville Joint Unified

RA: Kevin Koschik

RA Phone: (916) 870-8786

RA Email: Kevin.Koschik@theKYAgroup.com

Site: Linda Elementary

Address: 6180 Dunning Ave.,
95901

Site Qualifications and General Scope of Work

DIR # 1000003379

The diamond grinding of the floor and wainscot over an area of floor. The area to be resurfaced is the Boy's Library Bathroom of Linda Elementary School in Maryville, CA.

KYA will diamond grind the floor and wainscot, apply a primer coat of Sika 161 primer and broadcast flakes into it. Next day we will apply a basecoat of Sika 264 Epoxy and broadcast vinyl flakes into it once again. Finally, KYA will apply a grout coat of Sika 217 epoxy and a top coat Sika 510 Polyaspartic.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

Attachment J



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC, (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner-supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Attachment J



9) **Returned Product, Deposits and/ or Cancelled Order:**

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) **Concealed Conditions:**

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:**

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty; Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) **Indemnification:**

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) **Delegation; Subcontractors:**

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Attachment



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:	Signature:	<u>Kevin Koschik</u>
By: (Print)	By: (Print)	<u>Kevin Koschik</u>
Title:	Title:	<u>Regional Advisor</u>
Date:	Date:	<u>March 27, 2019</u>



to follow

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 _____ (the "Principal") a contract for the Work commonly described as the:

(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 Oblige, dated _____, 20____, 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, _____, as Principal, and _____, 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 Oblige, for payment of the penal sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by the Oblige 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

to follow



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 _____ described as:

(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 Oblige, dated _____, 20__, 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, _____, as Principal, and _____, 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 Oblige, for payment of the penal sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by the Oblige 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 Oblige 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 Oblige 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 Oblige's rights hereunder. Surety hereby waives notice from the Oblige 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 Oblige'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 Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige 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

**CONTRACTORS STATE LICENSE BOARD**

Contractor's License Detail for License # 984827

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 3/27/2019 12:19:00 PM

Business Information

KYA SERVICES LLC
1800 E MCFADDEN AVE
SANTA ANA, CA 92705

Business Phone Number:(714) 659-6476

Entity Ltd Liability

Issue Date 06/27/2013

Expire Date 06/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

One or more of the classifications on this license may be removed at a future date if the qualifying person is not replaced by 04/28/2019.

Classifications

C15 - FLOORING AND FLOOR COVERING
B - GENERAL BUILDING CONTRACTOR
C10 - ELECTRICAL
C-61 / D12 - SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.
Bond Number: 115947
Bond Amount: \$15,000
Effective Date: 06/17/2016
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with INTERNATIONAL FIDELITY INSURANCE COMPANY.
Bond Number: 0528848
Bond Amount: \$100,000
Effective Date: 07/20/2016
LLC Employee/Worker Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **0728354** for EDUARDO JAVIER PEREZ in the amount of **\$12,500** with INTERNATIONAL FIDELITY INSURANCE COMPANY.
Effective Date: 09/07/2017

Workers' Compensation

An employee service group holds the workers compensation insurance.
Policy Number: C65783940
Effective Date: 10/01/2018
Expire Date: 10/01/2019
Workers' Compensation History

Liability Insurance Information

This license has liability insurance with JAMES RIVER INSURANCE COMPANY
Policy Number: 00067265
Amount: \$2,000,000
Effective Date: 06/19/2017
Expiration Date: 06/19/2019
Liability Insurance History

Other

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

160

KYA SERVICES LLC

Detail:

Registration Number:

10000003379

Status:

Active

CSLB Number:

984827

Legal Entity Type:

LLC

Mailing Address:

1522 BROOKHOLLOW DRIVE SUITE 3
SANTA ANA
CA 92705

County:

Orange

Craft:

Email:

tracy.chet@thekyagroup.com

View Details

Remove from My List

Registration History

Effective Date	Expiration Date
5/2/2018	6/30/2019
5/4/2017	6/30/2018
5/3/2016	6/30/2017
7/7/2015	6/30/2016
12/3/2014	6/30/2015

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Public Records
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CERTIFICATE OF LIABILITY INSURANCE

Accl#: 2328401

DATE (MM/DD/YYYY)

4/5/2019

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 Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	CONTACT NAME: 888-828-8365	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Insperity, Inc. L/C/F KYA SERVICES, LLC 19001 Crescent Springs Drive Kingwood, TX 77339	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ace American Insurance Co.	22667
	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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	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	C65783940	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B STREET
MARYSVILLE, CA 95901

162

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Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES \$60,000 AND UNDER

THIS CONTRACT made and entered into on April 23, 2019 (Insert Board meeting date or ratification date), by and between George Roofing, hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

1. The CONTRACTOR shall furnish labor and materials to the DISTRICT in accordance with the Terms & Conditions set forth in ATTACHMENT B hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Forty thousand Six hundred Sixty Two and 51 /100 Dollars (\$ 40,662.51)
(MAY NOT EXCEED \$60,000) – 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: C39 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of April, 24, 2019. (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by June, 30, 2019.
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 \$60,000)

163

Business Services Department
Approval: W/A
Date: 4/12/19



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		ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form		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

94-2848037
 Employer Identification Number

License No: 452266 Classification: C39 Expiration Date: 2/29/2020

(District Use Only: License verified by Julie Brown Date: 3/18/19)
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: George Roofing

Contractor Address: _____
6810 Lincoln Blvd
Oroville, CA 95966

Phone: 530-533-6393

Email: don@georeroofing.net

Print Name: Don George

Title: President

Authorized Signature: 

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

Date: _____
 Board Approval Date

164



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):

N/A No Contact

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: 04/04/2019

Don C George Inc. dba GEORGE ROOFING (Company)

(Authorized Signature)

Don George

(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 of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED April 24, 2019
(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 "Don George", is written over a horizontal line.

Signature, Contractor's Authorized Representative

Don George

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.: Print Shop roof repair _____ between the Marysville Joint Unified School District ("District" or "Owner") and Geroge Roofing ("Contractor" or "Bidder").

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

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

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

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

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

Name: _____

Title: _____

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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

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

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

 Other, describe:

DISTRICT

Signature:  Title: Director Buildings & Grounds Date: 4/4/19
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.: Print Shop roof repair
between Marysville Joint Unified School District (the "District" or the "Owner") and
Geroge Roofing (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: 04/04/2019

Proper Name of Contractor: Don C George Inc. dba GEORGE ROOFING

Signature: 

Print Name: Don George

Title: President

(Remainder of page left blank intentionally)

License Number:

452266

Contractor License Lookup

County:

Select County ▼

Search

Reset

Attachment F

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

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	DON C GEORGE INC.	1000005383	BUTTE	OROVILLE	CSLB:452266	Active	06/05/2018	06/30/2019

v2.20180928

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175

Attachment J

LF
3-18-19

GEORGE ROOFING

6810 LINCOLN BLVD
OROVILLE CA 95966
SLC# 452266
DIR PWR# 1000005383



WE DO ROOFING RIGHT!

PHONE: (530) 533-6393
FAX: (530) 533-0287
CELL: (530) 693-1771

REVISED PROPOSAL

Date: 18-Mar-2019 ±

Attn: Doug Trower

TO: Marysville Joint Unified School District
1919 B st
Marysville CA 95901

PROJECT ADDRESS:
Marysville Campus Print Shop

PH: (530) 741-6000 FAX:

eMail: [Doug Trower <dtrower@mjusd.k12.ca.us>](mailto:dtrower@mjusd.k12.ca.us)

We propose to furnish the materials and labor to complete the following;

West Slope Roof Repair; underlayment replacement (area as shown on attached photo);

- 1 Remove and re-use existing tiles
- 2 Remove existing underlayment and install Garland HPR Aquashield Underlayment
- 3 Re-install existing tiles; re-mortar hip and ridge tiles
- 4 Prevailing Wage Rate; CA; Yuba Co.; Roofer
- 5 Provide Project Bonds

Total Price: \$ 40,662.51

Terms & Conditions:

- + Full balance due on completion.
- + Amounts unpaid after 30 days are subject to Liquidated Damages of 1-1/2% (18%APR).
- + All listed prices are cash discounted 3%, payment other than cash/check will forfeit this discount.

Note 2: We can not install roofing over wood rot, if discovered, it must be repaired. We can complete the repair for an extra cost of labor time and materials or you can have the repair done by others.

Note 3: Our Company has a current and valid contractors license from the CSLB, please check us out at www.cslb.ca.gov and enter our license number 452266. We carry General Liability Insurance with limits of \$1,000,000/occurrence and \$2,000,000 aggregate. We also carry Workers' Compensation Insurance, with a limit of \$1,000,000/occurrence.

Thank You

Don George
(530) 693-1771 Cell

Accepted by;

Signature

Date

Print Name

Title

176

GEORGE ROOFING

6810 LINCOLN BLVD
OROVILLE CA 95966



WE DO ROOFING RIGHT!

SCL#: 452266

PHONE: (530) 533-6393

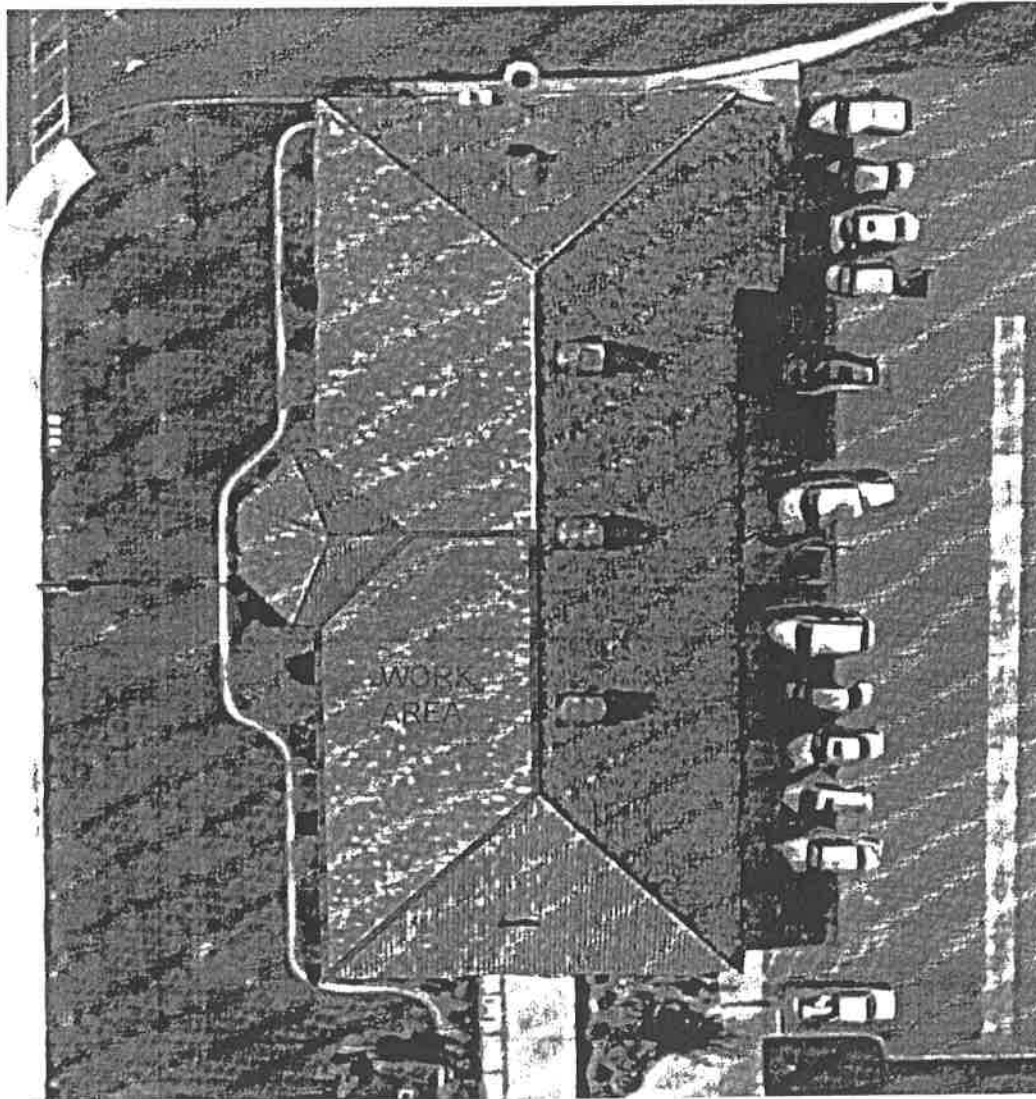
FAX: (530) 533-0287

PROPOSAL

TO: Marysville Joint Unified School District
1919 B st
Marysville CA 95901

PROJECT ADDRESS:
Marysville Campus Print Shop

SCOPE OF WORK



177

(This proposal may be withdrawn if not accepted within 30 days)



TO FOLLOW SEPARATELY

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 _____ (the "Principal") a contract for the Work commonly described as the:

(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 _____, 20____, 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, _____, as Principal, and _____, 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 _____ Dollars (\$_____), 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

**CONTRACTORS STATE LICENSE BOARD****Contractor's License Detail for License # 452266**

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 3/18/2019 12:27:40 PM

Business Information

DON C GEORGE INC
DBA GEORGE ROOFING

6810 LINCOLN BL
OROVILLE, CA 95966
Business Phone Number:(530) 533-6393

Entity Corporation

Issue Date 02/06/1984

Expire Date 02/29/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C39 - ROOFING
C43 - SHEET METAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Certifications

ASB - ASBESTOS (For Bidding Purposes Only)

Bonding Information

Contractor's Bond

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

Bond Number: 7900437726

Bond Amount: \$15,000

Effective Date: 02/16/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DONALD CHARLES GEORGE 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: 01/28/2009

BQI's Bond History

The qualifying individual DANIEL JAY DE LANY 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: 05/11/2012

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: WC0095788

Effective Date: 04/02/2017

Expire Date: 12/31/2019

Workers' Compensation History

Miscellaneous Information

12/14/2015 - CONTRACTOR HIS LETTER SENT

Other

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

180



TO FOLLOW SEPARATELY

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 _____ described as:

(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 Oblige, dated _____, 20__, 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, _____, as Principal, and _____, 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 Oblige, for payment of the penal sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by the Oblige 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 Oblige 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 Oblige 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 Oblige's rights hereunder. Surety hereby waives notice from the Oblige 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 Oblige'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 Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige 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



Bid Form

March 27, 2019

Customer Order No.: SBBH 07329

Honorable Board of Trustees
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

BusWest respectfully submits for your consideration our bid to supply 1 complete 84 passenger school bus as follows:

Chassis Make: Thomas	Model: CHSY	Model Year: 2020
Wheelbase: 277"	Engine: Cummins L9	Horsepower: 300
Body Make: Thomas	Model: Saf-T-Liner HDX	Capacity: 84
Transmission: Allison 3000 PTS		
Delivery Date: 80-110 Days after receipt of order	Subject to Prior Sale: Yes	

Cash Purchase Price (each):	\$ 152,345.00
Doc Fee:	\$ 70.00
Sales Tax @: 8.250%	\$ 12,574.24
CA. Tire Tax: \$1.75 ea. tire	\$ 10.50
Total	\$ 164,999.74

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Brian Hedman, Sales Representative

Quote is good for thirty (30) days

Quote No.: SB5207

Carson – Main Headquarters
21107 South Chico St. Carson, CA. 90745
Sales Toll Free: (800) 458-9199 Main: (310) 984-3900 Fax: (310) 984-3996
Parts Toll Free: (866) 707-7800 Fax: (310) 984-3994
www.buswest.com

Sacramento
210 North East St., Woodland, CA. 95776
Main: (424) 210-3020
Fresno
4337 North Goldenstate Ste#101, Fresno, CA 93609
Main: (559) Business Services Department
Approval:
Date: 3/29/19

182

BUSWEST**Customer
Quotation****Prepared For:**

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

Prepared By :

BusWest
21107 S. Chico St
Carson, CA 90745

Stock Number:
SB5207

Quote Date:
3/27/2019

Customer Order No:
SBBH 07329

Model Profile: Saf-T-Liner HDX 141YS

Product Type: School Transportation
Year: 2020
Chassis Model: CHSY
Chassis MFG: THOS
GVWR: 37,600
Passenger Capacity: 84 pax
Headroom: 78
Wheelbase: 277
Brake Type: AIR W/REAR AIR SUSPENSION (23K
Engine Type: CUMMINS L9 300 DIESEL, 6 Cyl, 300 HP, 2200 RPM
Fuel Type: DIESEL
Fuel Tank Capacity: 100
Transmission Type: ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
Axle, Front: 14600-lb Capacity
Axle, Rear: 23000-lb Capacity
Tires, Front: MICHELIN 12R22.5 16(H) PLY XZE LRH
Tires, Rear: MICHELIN 12R22.5 16(H) PLY XZE LRH
Suspension Front: Spring
Suspension Rear : HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

**Detailed Specification Attached*

CUSTOMER ORDER APPROVAL

Customer Signature**: Michael Date: _____
Hanson, Asst. Supt. of Business Services

New bus(es) Info:

Name on bus: _____

Bus Number(s): _____ CA Number: _____

**** I have reviewed the quote detail for accuracy and I agree to order the bus(es) as listed.**

183

Includes the Following Equipment:**BODY****ACCESSORIES**

- 1 DRIVER'S STORAGE BOX LOCATED OVER DRIVER'S WINDOW (HDX)
- 1 SUN VISOR - CALIFORNIA
- 1 PROP ROD - ACCESS DOOR ABOVE WINDSHIELD
- 1 LUGGAGE COMPARTMENT - THROUGH, DELUXE, 125"

CERTIFICATION/SAFETY

- 1 FIRE EXTINGUISHER - 5 LB.
- 1 KIT - FIRST AID, 24 UNIT, COMPLIES W/CALIFORNIA STATE SPECS
- 1 KIT - BODY FLUID CLEAN-UP, COMPLIES W/NAT MINIMUM STANDARDS
- 1 REFLECTORIZED TRIANGLES-(3) ON DRIVER'S COMPARTMENT FLOOR
- 1 CROSSVIEW MIRROR INCLUDED IN REARVIEW MIRROR ASSEMBLY
- 1 ROSCO INTEGRATED STYLE - REMOTE CONTROL HEATED MIRROR
- 1 SIGN-STOP,ELECTRIC LED REAR SE1-7970
- 1 ROOF HATCH-SPEC PROLO GRAY (W/BUZZER FEATURE),ENGLISH (2)
- 1 SPECIAL DATA LABEL(S) - CALIFORNIA
- 1 LABEL - U.S. CERTIFICATION
- 1 APPLICATION - SCHOOL
- 1 LABEL-GHG CERTIFICATION ENGLISH

DOORS

- 1 EXTERIOR DOOR HANDLE
- 1 141Y28 LI-24-S000
- 1 RIGHT SIDE DOOR - NONE
- 1 24" SIDE EMERGENCY DOOR LS
- 1 VANDALOCK - AIR-OPERATED OUTWARD OPENING ENTRANCE DOOR
- 1 VANDALOCK - SIDE EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
- 1 VANDALOCK - REAR PUSHOUT WINDOW, WITH DAVENPORT SHELF
- 1 CYLINDER LOCK-LUGGAGE COMPARTMENT DR (4)-THRU,DEL 95"/125"
- 1 LOCKABLE LATCHES FOR SIDE ENGINE ACCESS DOORS
- 1 STEPWELL GUARD (HDX)

ELECTRICAL - BODY

- 1 PASSENGER ADVISORY-AUDIBLE/VISIBLE 360" AROUND
- 1 TWO(2)DEFROSTER FANS MOUNTED OVER CENTER WINDSHIELD
- 1 BACKING ALARM - 87-112DB
- 1 PRE-WIRE FOR CUSTOMER INSTALLED 2-WAY RADIO/VIDEO CAMERA
- 1 GPS - ZONAR SYSTEM, HDX
- 1 CELLULAR PHONE POWER OUTLET REAR WALL OF SWITCH CABINET
- 1 PREMIUM SPEAKERS - EIGHT (8)
- 1 RADIO - AM/FM DEA510 DELPHI, TRANSIT W/PAGE
- 1 BREAKERS - MANUAL RESET
- 1 COURTESY LIGHT - EXTERIOR ELECTRICAL ACCESS DOOR
- 1 COMPARTMENT LIGHTS(6)-125" THROUGH,DELUXE COMPART
- 1 PILOT LIGHT, 1"
- 1 PILOT LIGHT/BUZZER
- 1 BUZZER/SWITCH
- 1 DOME LIGHTS - LED
- 1 DOME LIGHTS WIRED TO BATTERY
- 1 LED DRIVER'S DOME LIGHT
- 1 DOME LIGHT SWITCH
- 1 STEP LIGHT SWITCH (IGNITION ON)
- 1 7" LED DIRECTIONAL LIGHTS - FRONT
- 1 LAMPS-STOP/TAI/DIRECTIONAL AMBER/REVERSE LED
- 1 LAMPS-STOP/TAI 4"FLUSH-MOUNT LED
- 1 LAMPS-4" BACKUP LED
- 1 LAMPS-LICENSE PLATE ILLUMINATION LED - ONE (1)
- 1 SIDE DIRECTIONAL-LED AMBER TURN,REAR OF FRONT WHEEL
- 1 SIDE DIRECTIONAL-LED AMBER TURN,CENTER REAR WHEEL
- 1 EXTENDED LENGTH WARNING LIGHT VISORS (CALIFORNIA)
- 1 STROBE LGT(S) OPERATIONS W/IGNITION&SWITCH
- 1 LED WARNING LIGHTS - FOUR (4) AMBER AND FOUR (4) RED LENS
- 1 HALOGEN 8-LIGHT WARNING SYSTEM
- 1 ID LAMPS - LED
- 1 MARKER LAMPS - LED

- 1 MID-MARKER LAMPS - LED
- 1 CLUSTER/MARKER LIGHTS SWITCH - CONNECTED TO BATTERY
- 1 STROBE LIGHT CLEAR, CENTERED OVER REAR AXLE
- 1 NOISE SUPPRESSION SWITCH
- 1 LUGGAGE COMPARTMENT LIGHT SWITCH (4) THRU, DELUXE, 95"/125"
- 1 BATTERY HOLD DOWN BRACKET - STANDARD 3 BATTERY
- 1 BATTERY BOX - STANDARD

EXTERIOR

- 1 GAS SPRINGS - EIGHT (8)
- 1 AIR HORN - BENEATH FLOOR
- 1 COVER LOCK
- 1 LOCK - BATTERY BOX DOOR
- 1 20 GAUGE SMOOTH SIDE SHEETS
- 1 BRACKET - MOUNTING, LICENSE PLATE, FRONT
- 1 SEALING, EXTERIOR JOINT EDGE
- 1 MUD FLAPS - FRONT, RUBBER, 15"W WITH LOGO
- 1 REAR RUBBER MUD FLAPS 22.5W W/LOGO
- 1 BUMPER - REAR, ANTI-RIDE
- 1 FENDERETTES - FOUR (4)

HVAC

- 1 CONSTANT TORQUE CLAMPS - STANDARD HEATER
- 1 HEATER SHUT-OFF VALVES - BALL TYPE - ENGINE COMPARTMENT
- 1 50,000 BTU HEATER - 7TH SECTION LEFT SIDE
- 1 50,000 BTU HEATER - 13TH SECTION LEFT SIDE
- 1 SERIES HEATER CONNECTION - REAR HEATERS TWO(2)
- 1 PLUMBING AT SIDE DOOR WITH PLYWOOD FLOOR
- 1 SIDE DOOR RAMP OVER HEATER HOSE

INTERIOR

- 1 STEP TREAD, KOROSEAL, BLACK, WHITE NOSING, DP STEP, METALLIC
- 1 STEP RISER COVER - FRONT ENTRANCE DOOR
- 1 ENTRANCE DOOR STEPWELL - 15" DEEP FIRST STEP
- 1 ALUMINUM AISLE STRIPS
- 1 BLACK KOROSEAL FLOOR COVERING WITH 13" CENTER AISLE
- 1 PLYWOOD FLOOR - 5/8" THICKNESS
- 1 MIRROR - INTERIOR 6" X 30" BACK UP CAMERA
- 1 78" HEADROOM
- 1 ACOUSTIC HEADLINING - COMPLETE WITH POLYESTER INSULATION
- 1 BODY ADJUSTMENT-INTEG LAP&SHLD DAVEN F/DIESEL ENGINE - HDX

MISC

- 1 PDI IDENTIFIER-DEALER PERFORMED
- 1 BODY ADJUSTMENT-HDX 2010 EPA
- 1 BODY ADJUSTMENT-HDX 2013 EPA
- 1 SAF-T-LINER HDX

PAINT/LETTERING

- 1 DECAL-UNITED AUTO WORKERS
- 1 PAINT STANDARD SASH FLAT BLACK
- 1 DELETE BLACK EYES
- 1 DECAL - ENGINE DOOR "STOP WHEN RED"
- 1 LABEL - DIESEL EXHAUST FLUID (DEF) - ENGLISH
- 1 LETTERING "SCHOOL BUS" FRONT HOOD
- 1 LETTERING "SCHOOL BUS" REAR HOOD
- 1 LABEL - 2010 EPA EXHAUST REGENERATION - ENGLISH
- 2 YELLOW REFLEXITE-PERIMETER OF PUSHOUT SASH (28.5" HIGH SASH)
- 1 YELLOW REFLEXITE - PERIMETER OF EMERG DOOR, 24" W (78" HR)
- 1 YELLOW REFLEXITE - PERIMETER OF REAR PUSHOUT WINDOW
- 1 REFLECTIVE TAPE-ROOF HATCH WHITE(2)
- 1 LABEL-CHILD THEFT MATE
- 1 PAINT-EXTERIOR ROOF WHITE 6"
- 1 PAINT-EXT WDO AREA SAME AS BODY
- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 PAINT-EXT BUMPERS FRT/RR BLACK

- 1 PAINT-SOLID COLOR YELLOW

SEATS

- 1 ELR SHOULDER BELT/ALR LAP BELT FOR DRIVER
- 1 KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,RT SIDE
- 1 KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,LT SIDE
- 1 ASSIST RAIL YELLOW RIGHT SIDE
- 1 ASSIST RAIL BARRIER YELLOW LS HDX
- 1 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 39"8DEG BARR-REV. WALL-MT 45"H 2009
- 2 COLONIAL BLUE UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 BACK-NATIONAL DRV'S SEAT
- 1 ARMREST NATIONAL DRV'R'S ST. BOTH SIDES
- 1 UPH DR.ST.FABRIC BLK NATIONAL
- 1 PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 COVER PEDASTAL NATIONAL NONE
- 1 RETAINER NATIONAL DR.ST.BELT NONE
- 1 POUCH-DR.ST.STORAGE NONE
- 1 RISER-DRIVERS SEAT, NATIONAL NONE
- 26 42 OZ COLONIAL BLUE UPHOLSTERY - S3C PASSENGER SEAT
- 1 42 OZ COL BLUE UPH - S3C DAVENPORT
- 11 S3C 39"LS FLEXIBLE 3/2 WALL MOUNT
- 1 S3C 39"LS FLEXIBLE 3/2 FLOOR MOUNT
- 13 S3C 39"RS 3/2 FLEXIBLE WALL MOUNT
- 1 S3C 39"LS 3/2 FLEXIBLE FLIP SEAT
- 1 S3C 39"/39" FLEXIBLE 3/2 DAVENPORT
- 24 S3C WALL MOUNT HARDWARE - TRANSIT
- 1 S3C FLOOR MOUNT HARDWARE - TRANSIT
- 1 S3C FLIP SEAT HARDWARE - TRANSIT

WINDOWS/GLASS

- 1 TINTED TEMPERED GLASS - COMPLETE
- 1 TINTED WINDSHIELD WITH 5" BAND FOR MVP-ER, ER TRANSIT
- 1 TINTED TEMPERED PUSHOUT-LEFT SIDE,VERTICAL HINGE
- 1 TINTED TEMPERED PUSHOUT-RIGHT SIDE,VERTICAL HINGE
- 23 TINT TEMP GLASS-COMP (28.5")
- 2 TINT TEMP GLASS-COMP(28.5")+10
- 1 WINDOW STOPS (12")

OTHER

- 1 SLIDE STOP NATIONAL DR.ST. NONE

CHASSIS

AXLES AND SUSPENSIONS

- 1 DET FRONT AXLE - 14,600 LB. VERSUS STANDARD
- 1 AXLE - REAR, DANA 22060S, 4.88 RATIO
- 1 SYNTHETIC LUBE STD W/AXLE
- 1 SYNTHETIC LUBE STANDARD W/FRONT AXLE
- 1 FRONT SUSPENSION CAPACITY - 14,600 LB.
- 1 HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

BRAKES

- 1 ANTILOCK BRAKES - MERITOR/WABCO (HDX)
- 1 AIR ANTI-LOCK DISC BRAKES
- 1 PARKING BRAKE INTERLOCK

CHASSIS EQUIPMENT

- 1 SOLENOID OPERATED AIR RESERVOIR DRAINS
- 1 ADJUSTABLE PEDAL SYSTEM - HDX
- 1 100 GALLON FUEL TANK, BETWEEN THE RAILS, RIGHT HAND FILL
- 1 CHASSIS FRAME RAIL - REG. STRENGTH (50KSI) HDX (277"WB)
- 1 TOW HOOKS, FRONT - TWO (2)

ELECTRICAL - CHASSIS

- 1 LEECE-NEVILLE 270 AMP ALTERNATOR- PAD MOUNTED - HDX
- 1 TRIPLE 12-VOLT GROUP 31 BATTERIES - HDX
- 1 CIRCUIT BREAKERS-MANUAL RESET - HDX
- 1 AMMETER, 300 AMP, DASH-MOUNTED (HDX)
- 1 SOLID STATE ELECTRONIC FLASHER FOR HAZARD LIGHTS

ENGINE AND EQUIPMENT

186

- 1 AIR DRYER - BENDIX AD9 WITH HEATER - HDX
- 1 EXHAUST BRAKE - HDX, CUMMINS ISL
- 1 CRUISE CONTROL - HDX (CUM ISL)
- 1 VEHICLE SPEED LIMITING(70 MILES PER HOUR SETTING)
- 1 FUEL/WATER SEPARATOR WITH HEATER AND PUMP-CUMMINS ISL
- 1 CUMMINS L9-300 ENGINE (HDX) 2013 EPA
- 1 MULTI-FUNCTION GAUGE-REAR PANEL HDX
- 1 CUMMINS 2017 MODEL YEAR

TRANSMISSION AND EQUIPMENT

- 1 ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
- 1 ALLISON FUEL SENSE-BASIC, DSS MED

WHEELS AND TIRES

- 6 MICHELIN 12R22.5 16(H) PLY XZE LRH
- 6 DISC WHEEL-8.25X22.5,5H YELLOW
- 1 HUB-PILOTED WHEEL EQUIPMENT - 23K (HDX)

Meets all FMVSS requirements in effect at the time of manufacture.

187



3418 52nd Ave. Sacramento CA 95823
(800) 458-6363
www.A-ZBus.com

Acct
Manager:
Cell:
Fax:
Email:

Gabe Hightman
(408) 688-4774
(951) 781-9806
ghightman@a-zbus.com

Vehicle Quotation

18775

March 15, 2019

Company: Marysville Joint Unified School District
Mailing Address: 1919 B Street
Marysville, CA 95901

Attn:
Phone: **Fax:**
Email:

Model: Micro Bird G5 GM 200C
Quantity: 2

GVWR: 14,200
Eng: GM 6.0L Gas
Fuel Type: Gas

Capacity: 22 Amb 1 WC 6 CRS 0 VAR WC

Model Year: 2019
Wheel Base: 159"
Trans: 6Sp. AUTO W/OD
Susp: Spring/Spring
Brakes: Hyd
AC: Yes
Uph: Brown

Base

1 G5 Body Base

Body, Accessories

Body, Air Conditioning

1 A/C MCC 55K+OEM EV/RR/WALL W/CON 2C

Body, Compartments

1 BATT BOX LEFT SIDE REAR W/AUX BATT
1 BBX DOOR STD
1 GLOVE COMPARTMENT

Body, Construction

1 BODY FLAT FLOOR 158/159" 76"
1 BODY MOUNT CUSHIONS (PUCK)
1 FRONT CAP SB OR COM STANDARD
1 JOINT STRENGTH STEEL FLR C/FMVSS221
1 NO WHEEL HOUSINGS
1 REAR CAP SB OR COM STANDARD
1 REAR STRUCTURE STANDARD
1 STANDARD FRONT STRUCTURE
1 STRUCTURAL CAGE
1 UNDERCOATING BODY AND CHASSIS

Body, Doors

1 CLEAR GLASS ENTRANCE DOOR
1 DOD ELECT CONTROL
1 DOUBLE OPENING DOOR 32 IN
1 EMERGENCY EXIT AJAR BUZZER
1 HDCP DOOR HANDLE WITH KEY
1 INTERLOCK REAR EMER.DOOR RED LIGHT
1 LIFT DOOR SWITCH 2ND DOOR
1 PAINTED ALUMINUM LEFT RUNNING BOARD
1 PILOT LIGHT DASH - EMERGENCY EXITS

1 REAR DOOR GLASS (2) DARK TINT 26%
1 REINF.PLATE HDCP DOOR 403/404 G5
1 RR DOOR 2 GLASSES
1 RR DOOR LATCH/SLIDE BAR/3 POINT
1 TELESCOPIC RETAINER REAR DOOR

Body, Electrical

1 ACCESSORY POWER CIRCUITS
1 ELEC SYS W/RELAY 80A

Body, Floor

1 ENTRANCE STEP RISER BLACK ZENITH
1 FLOOR STEEL GALVANIZED 14GA
1 PLYWOOD 5/8"
1 SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
1 STANDARD FLOOR STRUCTURE

Body, Handrail

1 ENTR GRAB LH 1 1/4 IN LH SS PLAIN
1 ENTR GRAB RH 1 1/4 IN SS PLAIN

Body, Heaters

1 HEATER HOSE ONLY (1X)
1 HEATER REAR 26000BTU (WALL MOUNT)
1 HEATER VALVE BLEEDER
1 SHUT-OFF VALVE UNDER BODY(AUX HEAT)

Body, Interior

1 INT & EXT FINISHING PARTS
1 INT FINITION RR W/A/C MCC 55K
1 INT FRONT SKINS STD
1 INTERIOR FINISH STANDARD
1 PANEL BELOW WINDOW - ALUMINUM

Body, Lettering/Decals

1 "STOP WHEN RD LIGHTS FLASH" 6"DECAL

3/15/2019

Quote: 18775 - R34

188

Business Services Department

Approval

Date:

4/13/19

- 1 BLACK ARROW 6IN INSIDE EMER/D
- 1 DEC BIRD ONLY BLACK ENG
- 1 DECAL "?????? FUEL ONLY"
- 1 DECAL -SCHOOL BUS-
- 1 DECAL EMERGENCY DOOR

Body, Lifts

- 1 4 X L-TRACK FULL LENGTH W/SEAT LH
- 1 4 X L-TRACK FULL LENGTH W/SEAT RH
- 1 ADDITIONAL LEAF SPRING (1)
- 1 BUZZER FOR OPEN LIFT DOOR
- 1 EXTERIOR LIGHTS LED SIDE LIFT DOOR
- 1 INTERLOCK LIFT WITHOUT KEY
- 1 L-TRACK-KIT
- 2 L-TRK W/C BELTS Q-STR.RET.W/WALL TR
- 2 LEG TRACK CEW ANGLE QSTRAINT
- 1 LIFT DOOR 2 LEAVES REAR
- 1 LIFT/D GLASS (2) DARK TINT (26%)
- 1 PILOT LIGHT/DASH LIFT DOOR GREEN
- 1 QRT-MAX RET S&C W/RET SH/BELT W/RHA
- 1 RICON LIFT K5510 FMVSS 33X54
- 1 TRACK SEATING SEAT SUPPORT
- 1 TWO (2) HANDICAP DECALS (2) 6X6
- 1 WALL MOUNT L-TRACK LH&RH SHLDR BELT

Body, Lights

- 1 8 WAYS STD LED STROBE 4 AMBER 4 RED
- 1 BACK-UP LIGHTS LED
- 1 DIRECTIONAL LED LIGHTS NO ARROW
- 1 DOME LIGHTS ON BATTERY
- 1 DOME LIGHTS REAR WITH SWITCH
- 1 EXTERIOR LIGHTS LED ENTRANCE DOOR
- 1 IDENTIF.& CLEARANCE LIGHTS LED
- 1 LICENSE PLATE LIGHT LED
- 1 READING LIGHT ABOVE DRIVER LED
- 1 STANDARD LED DOME LIGHTS
- 1 STEPWELL LED LIGHT
- 1 STOP & TAIL LED LIGHTS
- 1 WHITE STROBE LED LIGHT ON BATTERY

Body, Mirrors

- 1 INT MIRROR 6X16 IN
- 1 MIRROR ROSCO SB HTD W/TIMER

Body, Mud flaps

- 1 GRAVEL SHIELDS MOLDED
- 1 MUD FLAPS
- 1 WHEEL TRIM BLACK

Body, Paint

- 1 BLACK AROUND WARNING LAMPS DELETE
- 1 EXTERIOR PAINT YELLOW
- 1 PAINT EXTERIOR SCHOOL BUS YELLOW
- 1 PAINT ROOF WHITE G5
- 1 PAINT WHEEL YELLOW
- 1 PNT ROOF SKINS 1 R/H SPEAKERS STD
- 1 RUB RAIL BLACK

Body, Radio

- 1 CENTRAL SPEAKERS IN CEILING
- 1 WIRING SYSTEM STANDARD

Body, Reflectors

- 1 REFLEC TAPE EMER/D YELLOW 3M
- 1 REFLECTORS REAR (4) RED-3M

Body, Rub rails

- 1 RUB RAIL FLOOR LEVEL
- 1 RUB RAIL SEAT LEVEL
- 1 RUB RAIL SKIRT

Body, Safety Equipment

- 1 EXTINGUISHER 5 LBS
- 1 TRIANGULAR WARNING DEVICE

Body, Seats

- 1 39 IN KICK PANEL UNDER LH BARRIER
- 1 39 IN KICK PANEL UNDER RH BARRIER
- 2 CEW 3PTS 30 LH HB BRW FB WO/C
- 1 CEW BAR 39 LH HB BROWN FB WO/COR
- 1 CEW BAR 39 RH HB BROWN FB WO/COR
- CEW SCHOOL ICS/3PTS RIGID HI 39 /LEFT SIDE
- 3 COLOR: /LVL: 1 BRW BROWN FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL ICS/3PTS RIGID HI 39 /LEFT SIDE
- 3 COLOR: /LVL: 1 BRW BROWN FIREBLCK /LIGHT PACKAGE /LATCH
- 1 FMVSS 210 SEAT BELT ANCHORAGE
- 1 HPADS GREY W/AC RR 55K W/RR/D
- 6 LEG T/S CEW DOUBLE QSTRAINT
- 1 SEAT SPACING INSTRUCTIONS DECAL FOR

Body, Side Panels

- 1 EXTERIOR SKINS
- 1 G5 SIDE SKINS REINFORCEMENTS
- 1 SIDE SKIN SUPP & M/FLAP W/BBX & A/C

Body, Stop Arms

- 1 STOP ARM SMI STOP LED/STROBE REAR

Body, Switches

- 1 EMER/OVERRIDE SWITCH W/WSQ AND WPB
- 1 FORD OR GM CONSOLE FOR SWITCHES

Body, Vents

- 1 ROOF HATCH SPHEROS SMART
- 1 STATIC ROOF VENT

Body, Warning Systems

- 1 8 WAY WIRING POWER ON BATTERY
- 1 BACKING SAFETY HORN SAE 97DBA
- 1 CHILD DETEC SYSTEM ON IGNITION
- 1 HOOD OVER WARNING LAMPS (BLACK)
- 1 SEQUENTIAL 8WAY SYSTEM

Body, Windows

- 1 2 BACK WINDOWS DARK TINT (26%)
- 1 DRIP RAILS
- 1 EXT WINDOW TRIM
- 1 MORE VIEW W/CLEAR GLASS TEMPERED
- 1 WIN S/S TINT 26%
- 1 WINDOW TRIM PROTECTION

Chassis

- 1 Chassis
- 1 GVWR 14,200LB GM
- 1 GVWR 14200 LBS

Chassis, Accessories

- 1 AIR BAG DRIVER'S SIDE ONLY

- 1 DAYTIME RUNNING LAMPS
- 1 FLEET MAINTENANCE CREDIT
- 1 FRONT DASH AIR
- 1 GM UPFITTER ALLOWANCE
- 1 HIGH BACK BUCKET DRIVER'S ONLY
- 1 HORN DUAL NOTE TONE
- 1 INTERMITTENT WINDSHIELD WIPERS
- 1 LICENSE PLATE BRACKET
- 1 ONSTAR DELETE
- 1 PROV.AUX.HEATER PLUMBING & WIRING
- 1 RADIO AM/FM WITH MP3
- 1 SEAT FRONT BUCKET WITH VINYL TRIM
- 1 TILT REARVIEW MIRROR
- 1 TRANSPORTATION CHARGES
- 1 TRIM VINYL MEDIUM DARK PEWTER

Chassis, Alternator

- 1 ALTERNATOR 220 AMPS

Chassis, Axles

- 1 DRIVE LINE GUARD FRONT/REAR
- 1 DUAL REAR WHEELS
- 1 EQUIPMENT GR 2WT MODEL 4500 / GAS
- 1 FRONT GAWR 4600 LBS
- 1 REAR AXLE RATIO: 4.10
- 1 REAR GAWR 9600 LBS

Chassis, Batteries And Accessories

- 1 DUAL BATTERIES EACH 770 AMPS

Chassis, Brakes

- 1 4 WHEEL DISC BRAKES WITH ABS
- 1 BRAKE WARNING INDICATOR

Chassis, Bumper

- 1 BUMPER REAR - STEEL 3/16
- 1 FRONT BUMPER PAINTED BLACK

Chassis, Controls

- 1 POWER STEERING
- 1 STEERING COLUMN TILT TYPE

- 1 STOP TURN SIGNAL CIRCUITS
- 1 VOLMETER TEMPERATURE & OIL PRESSURE

Chassis, Engines/Transmissions

- 1 AUTOMATIC TRANSMISSION 6 SPD O/D
- 1 CALIFORNIA EMISSIONS
- 1 COOLING EXTERNAL ENGINE OIL COOLER
- 1 ENGINE VORTEC 6.0L GAS V8
- 1 TRANSMISSION OIL COOLER

Chassis, Exhaust

- 1 RELOCATE EXHAUST TO REAR

Chassis, Fuel System

- 1 FUEL ADDITIONAL 3 GALLONS
- 1 FUEL INTEGRITY REINFORCEMENTS
- 1 FUEL TANK 33 GALLONS / 125 LITERS
- 1 HEAT SHIELD FOR FUEL TANK DELETE

Chassis, Model Prep

- 1 CHASSIS PREPARATION
- 1 RIGHT SIDE DOOR DELETE
- 1 SCHOOL BUS CHASSIS EQUIPMENT

Chassis, Tires and Wheels

- 1 ALIGNMENT FORD
- 1 STABILITRAK SYSTEM
- 1 TIRE FRONT LT225/75R16E ALS B/L DRW
- 1 TIRE REAR LT225/75R16E ALS B/L
- 1 WITHOUT SPARE TIRE

Chassis, Wheelbase

- 1 159" WHEELBASE

Notes

- 1 FLEET PROGRAM
- 1 SPECIAL PAINT

Distributor Options

- 1 Lettering
- 1 Hand held stop sign & holder
- 1 FE/FAK/Decals - CA specs
- 1 Pad Kit Ricon K5510 - Brown upholstery
- 1 Fog lights in front bumper

Unit Price:	\$78,210.54
Taxable Amount:	\$63,615.54
8.250 % Sales Tax Total:	\$5,248.28
License:	N/A
Total Per Bus w/tax included:	\$83,458.82
Grant Per Bus:	\$0.00
Trade In Per Bus:	\$0.00
Deposit Per Bus:	\$0.00
Revised Total after discounts:	\$83,458.82
Extended Amount for 2 Unit(s):	\$166,917.64
Deduction Extended Amount for 2 Unit(s):	\$0.00
Grand Total:	\$166,917.64

Signature: _____

Name: _____

Title: _____

Date: _____

By: _____

Gabe Hightman

A-Z Bus Sales, Inc.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Chevy at time of order. Chevy criteria will have to be met to apply for and receive incentives.

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Marysville Joint Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their 4-23-19 (date) Board meeting. MJH (Initial Here)

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
2018-2019

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
 (check one)

- ☐ October 2018-1st quarter (7/1/18-9/30/18)
☐ January 2019-2nd quarter (10/1/18-12/31/18)
☒ April 2019-3rd quarter (1/1/19-3/31/19)
☐ July 2019-4th quarter (4/1/19-6/30/19)

Date for information to be reported publicly at governing board meeting: April 23, 2019

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Dr. Gay S. Starkey


 Signature of District Superintendent

April 1, 2019
 Date

MARYSVILL JOINT UNIFIED SCHOOL DISTRICT

Supervisor of Culinary Operations

Job Summary

Under direction of Nutrition Services Director, supervises, monitors, oversees and evaluates District-wide daily food preparation, menu planning and assists in food procurement operations and activities; responsible for the development, testing, standardization and training of recipes; performs related duties as assigned.

The Nutrition Services Supervisor of Culinary Operations, a 260-day exempt employee of the Supervisory Unit, is responsible for supervising, monitoring and overseeing District-wide daily food preparation; supervising the activities and staff, including the evaluation of some staff, of all production locations. The incumbent is also responsible, with the assistance of the Food Service Director, for developing menus and procurement for breakfast, lunch, snack, supper, Fresh Fruit and Vegetable Program grant and any other food programs or contracts operated under the sponsorship of Nutrition Services Department. Work requires significant responsibility for menu and recipe development using regional, organic and sustainably produced food products that are tasteful and appealing to students and adhere to USDA nutritional requirements and nutrition and food standards of the District. Duties and responsibilities are carried out with considerable independence within the framework of established policies, procedures and guidelines.

Essential Duties and Responsibilities

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, supervises and evaluates the work of assigned supervisors and staff; with staff, develops, implements and monitors work plans to achieve assigned goals and objectives; contributes to development of and monitoring of performance against the annual department budget; participates in developing, implementing and evaluating work programs, plans, processes, systems and procedures to achieve department and district goals, and objectives and performance measures consistent with the District's quality and service expectations.
2. Plans and evaluates the performance of assigned staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; subject to management concurrence, takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the District's merit system rules, human resources policies and labor contract provisions.

3. Provides day-to-day leadership, works with staff to ensure a high performance, customer service-oriented work environment that supports achieving District objectives and service expectations, provides leadership and participates in programs and activities that promote a positive employee relations environment.
4. Assists in planning and prepares menus to provide quality, nutritionally balanced meals according to USDA dietary guidelines; works with food services staff to implement new menus; ensures menus are followed and that foods served are of the highest quality and taste standards; develops and tests new recipes using regional, organic and sustainably produced food products; recommends new and innovative menu items to introduce new foods to children, promote a varied diet and support nutrition promotions; ensures menus are enticing and list detailed produce and ingredients and supplying farms and food producers; meets with kitchen staff to review ingredients, food preparation requirements and menus; works with kitchen staff and food services management to ensure requirements are met and issues are resolved on a timely basis.
5. Plans, supervises, monitors, evaluates and oversees the food production staff and operations of the cafeteria; meets with food production staff daily to review menus and service plans; develops daily project lists and defines staff responsibilities; monitors and oversees preparation and service of meals to students; ensures that preparation time is adequate for all menu components; oversees and monitors the work of students serving food and cleaning kitchen facilities to ensure students practice safe food handling procedures.
6. Assists in selecting, ordering and purchasing food supplies, culinary equipment and cleaning and laundry supplies; develops innovative strategies to ensure the use of fresh seasonal and sustainably grown produce, products and ingredients from local farms; sets criteria for product selection and evaluates food items; develops and maintains strong working relationships with local farmers and purveyors; purchases, stores and tastes foods to ensure they are used in their prime; instructs staff on product stability issues; ensures foods and supplies are properly stored and rotated to ensure maximum freshness and minimize waste; identifies and determines maturity and ripeness of produce; analyzes and maintains food cost control and inventory records to determine improved methods for purchasing and utilization of food.
7. Provides instruction and training to staff on safe and sanitary food handling and the safe and proper operation of kitchen and culinary equipment; ensures proper care and maintenance of equipment and appliances; coordinates the repair of broken or unsafe equipment.
8. Ensures kitchen and dining areas are maintained in a clean and orderly manner; inspects kitchen and dining areas to ensure compliance with sanitary standards and observance of proper procedures; works with facilities maintenance staff to resolve hazardous conditions.
9. Establishes and ensures compliance with District sustainable practices, including intensive recycling and composting programs.
10. Prepares a variety of food services reports and documents, including food sales, materials and preparation records; works with staff to ensure all required reporting is completed in a timely manner.
11. Represents the District at a variety of public events.

194

Education and Related Work Experience

- To qualify for this position, an individual must possess any combination of experience and education that would ensure being able to meet and fulfill job requirements; including Culinary Degree from a certified institution, Bachelor's Degree or higher in Food and Nutrition, Institutional Management, Business Administration, or related field. Commensurate experience combined with a Culinary AOS degree is also acceptable. Extensive experience in large scale food service production systems (5000 meals daily and up) and with emphasis on from-*scratch* operation.
- A minimum of five years' experience, with at least two years in a Sous Chef or equal position, with hands-on from-*scratch* production experience and knowledge that includes: menu planning, food procurement, staff training and supervision, and serving nutritious, tasty, and appealing from-*scratch* meals in a commercial or institutional environment, *preferably* to include experience with USDA Child Nutrition Standards and compliance.

Licenses, Registrations or Certifications

1. Valid California Driver's License
2. Must have valid ServSafe or equivalent Manager's Certificate

Technical Skills, Knowledge & Abilities

- Methods and techniques of overseeing and supervising large-scale nutrition service programs.
- Principles of good nutrition, nutritional requirements and food values.
- Knowledge of procedures, policies, practices and methods of food service operation.
- Knowledge of (and ability to translate knowledge) of sustainable food preparation, recipes and menus.
- Knowledge of local, State and Federal regulations regarding school food services nutritional standards, dietary guidelines and reporting requirements.
- Knowledge of facilities management and maintenance: Facility designs, food and equipment specification, warehouse and central production facility operation, profit and loss analysis and procurement procedures.
- Knowledge of technical computer applications including Microsoft Word, Excel, Access, Outlook as well as working knowledge of K-12 food service software systems. Demonstrated proficiency in operating application management, point-of-sale, and back-office management systems
- Knowledge of all Federal, State and City health, sanitation and safety policies, laws and guidelines as they relate to food service preparation.

195

- Thorough knowledge of the principles and practice of school foodservice operations, including HACCP, food preparation and serving procedures, techniques, and materials.
- Methods of proper operation and maintenance of kitchen equipment.
- Techniques of record keeping, ordering of food and equipment and inventory maintenance.
- Principles and practices of sound business communication.
- Research techniques, methods and procedures.
- Principles and practices of effective supervision.
- District merit system rules, human resources policies and procedures and labor contract provisions.
- Organize, manage, coordinate, implement, administer, oversee and evaluate District-wide food services operations and activities.
- Supervise, train and evaluate performance of assigned staff.
- Develop and implement operation and training policies and procedures.
- Analyze food service operations for effectiveness and efficiency.
- Utilize fresh products while minimizing spoilage and waste.
- Maintain records, compile and verify data and prepare reports.
- Organize and supervise menu planning and recipe preparation and testing.
- Operate standard kitchen machines and equipment safely and efficiently.
- Communicate clearly and effectively, both orally and in writing.
- Prepare clear, concise and comprehensive correspondence, reports and other written materials.
- Organize, set priorities and exercise sound independent judgment within areas of responsibility.
- Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- Establish and maintain effective working relationships with District management, administrators, staff, local farmers and food producers, vendors, students, the public and others encountered in the course of work.
- Other supervisory duties as assigned.

Other Required Proficiencies

- Computers and peripherals
- Microsoft Office Word and Excel

Safety to Self and Others

- Be aware and create, to the best of ones' ability, a physically and mentally safe environment for self and others.
- Report all unsafe working conditions.

Safety Equipment

- Sturdy shoes with oil resistant and non-slip soles required
- Food thermometer required (provided)
- Food handler's gloves required (provided)
- Protective gloves for dishwashing required (provided)

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk. The employee needs to be able to lift heavy items weighing 40lbs or more.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with District, administrators, staff, vendors, parents and others encountered in the course of work.

Work Environment

May occasionally be exposed to conditions of extreme heat in kitchens. Working and dealing with the public to resolve work-related issues and complaints.

Note: The above is intended to describe the essential content of and requirements for the performance of this job. It is not to be constructed as an exhaustive statement of duties, responsibilities or requirements.

Amendment to Contract for MCAA

Both parties agree that the not-to-exceed amount for the contract dated 8/13/18 shall be increased from \$30,000 to \$40,900. MCAA will use the Marysville Youth & Civic Center for an additional 54 hours beyond what was Board approved on 9/11/18. The added scope is in order to accommodate MCAA events and performances due to the renovation of MHS South Auditorium.

Contractor Name: Cory Quinn

Contractor Signature: [Signature]

Date: 4/1/19

District Acceptance: _____

Mike Hodson, Assistant Superintendent Business Services

198

Business Services Department

Approval: [Signature]

Date: 4/2/19



INVOICE

INVOICE # 001
DATE: 12/20/2018

1830 B. Street
Marysville, CA 95901
Phone: 530-763-3075

TO:

Bonny Vipperman / Tim Malone
Marysville Charter Academy For The Arts
1917 B. Street
Marysville, CA 95901
Phone: 530-749-6155

SHIP TO:

Bonny Vipperman / Tim Malone
Marysville Charter Academy For The Arts
1917 B. Street
Marysville, CA 95901
Phone: 530-749-6155

COMMENTS OR SPECIAL INSTRUCTIONS:

This invoice is for extended rental hours for the 2018-2019 school year that were not already a part of the established MOU.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Extended Rental Hours (August 14 th 2018 Student Orientation)	Half Day Rental @ \$400.00	\$400.00
4	Extended Rental Hours (December 3 rd , 4 th , 5 th , 6 th 2018 Winter Dance Recital)	3 hours @ \$100.00 per hour	\$1200.00
2	Extended Rental Hours (December 7 th & 8 th 2018 Winter Dance Recital)	Half Day Rental @ \$400.00	\$800.00
4	Extended Rental Hours (January 22 nd , 23 rd , 24 th , & 25 th 2019 Cinderella Production)	3 hours @ \$100.00 per hour	\$1200.00
3	Extended Rental Hours (January 28 th , 29 th & 30 th 2019 Cinderella Production)	Half Day Rental @ \$400.00	\$1200.00
2	Extended Rental Hours (January 31 st & February 1 st 2019 Cinderella Production)	Half Day Rental @ \$400.00	\$800.00
2	Extended Rental Hours (February 2 nd and 3 rd 2019 Cinderella Production)	Half Day Rental @ \$400.00	\$800.00
1	Extended Rental Hours (February 2 nd 2019)	2 hours @ \$100.00 per hour	\$200.00
3	Extended Rental Hours (March 19 th , 25 th & 26 th 2019)	2 hours @ \$100.00 per hour	\$600.00
3	Extended Rental Hours (April 2 nd , 8 th & 9 th 2019)	2 hours @ \$100.00 per hour	\$600.00
1	Extended Rental Hours (May 7 th 2019)	2 hours @ \$100.00 per hour	\$200.00

199

4

Extended Rental Hours (May 13th, 14th, 15th & 16th 2019)

3 hours@
\$100.00
per hour

\$1200.00

**TOTAL
DUE**

\$9,200.00 X

Make all checks payable to Marysville Youth & Civic Center

If you have any questions concerning this invoice, contact Letty Collier, 530-763-3073, rent.myscc@gmail.com

THANK YOU FOR YOUR BUSINESS!

200



INVOICE

INVOICE # 001
DATE: 12/20/2018

1830 B. Street
Marysville, CA 95901
Phone: 530-763-3075

TO:

Bonny Vipperman / Tim Malone
Marysville Charter Academy For The Arts
1917 B. Street
Marysville, CA 95901
Phone: 530-749-6155

SHIP TO:

Bonny Vipperman / Tim Malone
Marysville Charter Academy For The Arts
1917 B. Street
Marysville, CA 95901
Phone: 530-749-6155

COMMENTS OR SPECIAL INSTRUCTIONS:

This invoice is for extended rental hours for the 2018-2019 school year that were not already a part of the established MOU.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Extended Rental Hours (April 3 rd 2019)	3 hours@ \$100.00 per hour	\$300.00
1	Extended Rental Hours (April 4 th 2019)	3 hours@ \$100.00 per hour	\$300.00
2	Extended Rental Hours (April 5 th 2019)	3 hours@ \$100.00 per hour	\$300.00
4	Extended Rental Hours (April 6 th 2019)	Full day Rental @ \$800.00	\$800.00
		TOTAL DUE	\$1,700.00 ✕

Make all checks payable to Marysville Youth & Civic Center
If you have any questions concerning this invoice, contact Letty Collier, 530-763-3073, rent.myc@gmail.com

THANK YOU FOR YOUR BUSINESS!

201



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
Phone: 530-749-1776 Fax: 530-749-1839
Email: rent.mycc@gmail.com
LEASE agreement- 2018-2019

This agreement is by and between the **Marysville Youth & Civic Center** (hereinafter referred to as MYCC) and the **Marysville Charter Academy for the Arts School** (Lessee).

1. Whereas, the lessee desires to secure from MYCC certain rights and privileges and to obtain use of the premises Monday through Friday, 8:00 AM to 3:00pm beginning on August 13th, 2018 at 8:00 AM and ending June 7th, 2019 at 12:00 PM.
2. MYCC hereby grants to the Lessee the right to occupy the spaces described below with a maximum attendance of N/A persons for the purposes set forth in this agreement.
3. The purpose of this occupancy shall be limited to conducting **School Classes** and for no other purpose.
 - a. Two days in August, 2018 prior to school opening for Senior Pictures
 - b. One day in June, 2019 for Senior Breakfast
 - c. ***Other School Sanctioned Activities**, such as use is determined through the school year.
4. Security/ damage fee is due upon reserving the requested space within the facility.
5. A valid certificate of Insurance (naming MYCC as an additional insured must be presented to MYCC by August 14th. The minimum coverage required is \$1,000,000.
6. Payment may be made in cash, check, money order or cashier check, with a \$25 service charge for any returned check. A returned check may result in cancellation of the lessee's scheduled lease date. The Lessee may avoid cancellation by covering the returned check with cash within 24 hours of the notice of cancellation due to returned check.
7. In the event that the Silent Fire Alarm is pulled and it is a false alarm there will be a penalty of \$150 each occurrence.
8. The Lessee agree to pay to the MYCC the rights and privileges hereby granted in the amount and in the manner set forth below:

Description of Facility	Use Fee	Security/Damage Fee
Ballroom, Conference Room and Locked Storage Room	\$30,000.00**	\$500.00**
Total	\$30,000.00	

*Other School Sanctioned Activities will be invoiced separately as events occur.

**Use Fee of \$30,000.00 does not include Other School Sanctioned Activities.

***Security/Damage Fee is already on file.

9. Security/ Damage fees will be returned within 30 days from the end of the contract, if there are no damages.

- a. If there are damages, the damages will be repaired and the costs deducted from the Security Fee prior to return of the Security/ Damages fee.

10. The Lessee agrees to pay to MYCC for the use of any additional equipment or fixtures and:

- a. The cost of any damages to MYCC property and/ or utility charges if any
- b. The cost of the removal of any of the Lessee property, refuse, and/ or cleanup required beyond that determined reasonable by MYCC and in excess of the costs of the cleaning deposit.

202

Business Services Department

Approval : 

Date: 8/27/18



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
Phone: 530-749-1776 Fax: 530-749-1839
Email: rent.myc@gmail.com
LEASE agreement- 2018-2019

11. The Lessee agrees that he/she will not sell, exchange, barter, or permit his/ her employees to sell exchange, after any permits issues to the Lessee or his/her employees hereunder.
12. This contract or Privileges or any part thereof, cannot be assigned or otherwise disposed of without written consent of MYCC.

Security Deposit

- **A refundable security deposit of \$500.00 shall be required from the Marysville Charter Academy for the Arts School (Lessee) upon signature of the contract.** In the event of insufficient quality of cleaning. MYCC(Lessor) will use security deposit funds to have a cleaning company clean the Lessee's portion of the building. The Lessee will then be presented a copy of the invoice from the cleaning company and will have 30 days to reimburse the lessor for the expenditure from the Security Deposit, which must maintain a funded balance of their security deposit back to \$500. Failure to do this will be considered a violation of the lease agreement.
- If there are any damages caused by the Lessee the property, the Lessor will use security deposit funds to have a contractor repair Lessee's portion of the damages. The Lessee will then be presented a copy of the invoice from the contractor and will have 30 days to pay the Lessor to bring the balance of their security deposit back to \$500. Failure to do this will be considered a violation of the lease agreement.

Janitorial

- The Lessee will be responsible for:
 1. Cleaning the Conference Room-dusting or sweeping the floor, mopping if needed, cleaning the Formica countertop, cleaning the front glass entrance floor and gum removed from the floor.
 2. The Ballroom floor is to be dusted, gum removed from the floor and damp mopped if needed.
 3. The entryway to the bathrooms is to be swept or dusted and mopped if needed.
 4. Each week the urinals, toilets, counters, mirrors and faucets are to be cleaned with a disinfectant. The bathroom floors are to be mopped with a standard cleaning agent.
 5. Each week all soap, toilet paper, and paper towel dispensers are to be refilled if needed.
- 6. Spit wad will be removed from the bathroom walls, doors and ceilings.
- 7. All trash cans are to be emptied and removed to the dumpster during each cleaning and replaced with fresh liners.
- 8. Extra cleanings for extra rental days as needed throughout the school year.



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
Phone: 530-749-1776 Fax: 530-749-1839
Email: rent.mycc@gmail.com
LEASE agreement- 2018-2019

- Frequency of cleanings is to occur Tuesday and Thursday each week immediately following the cessation of classes at 2:50 PM. In the case of non-use by the school on Wednesday due to holidays or other event, janitorial services may be performed after the cessation of classes for that week.

Storage Unit

- The Lessee will be given use of one storage unit for educational materials and supplies. The Lessor is not liable for the contents of the storage unit. All materials and supplies must be secured inside the storage unit. Lessor is not liable for materials or supplies not stored or secured properly in the storage unit. It is the responsibility of the Lessee to inform the Lessor if the floor or lock is not functioning properly.
- Any and all supplies and props used by the school and or students are to be stored in the storage room at the close of each day and on Friday or the last day of class for the week. Failure to remove educational materials will result in Lessee being charged for the time to move items from the rooms. Please ensure that all student belongings are removed from the ballroom and conference room at the end of each instructional day. Failure to do so will result in the Lessee being charged for the time to remove items from the rooms.

Other

- All School sanctioned Activities must be cleared through Lessor prior to use of facility. Failure to do so will result in the Lessee being charged \$50 for Lessor representative to accommodate Lessee representatives, such as opening facility, turning off alarms, unlocking storage unit, tables storage, chairs storage, janitorial storage.
- All School Sanctioned Activities must be cleaned up at the end of the activity.

Lessor Initials CQ Date 8/20/18 Lessee Initials [Signature] Date 8/24/18

MYCC Representative

Marysville Youth & Civic Center
1830 B Street
Marysville, CA, 95901
Phone: 530-749-1776
Fax: 530-749-1839

Name: Cara Quinn
Title: Board President
Signature: [Signature]
Date: 8/20/18

Lessee Representative

Marysville Charter Academy of the Arts
1917 B Street
Marysville, CA, 95901
Phone: 530-749-6156
Fax: 530-741-7892

Name: Michael Hodson
Title: Asst. Supt. of Business Services
Signature: [Signature]
Date: 8/24/18



Dr. Blake Brandes

Empowering Students through Hip-Hop

SPEAKING CONTRACT

Thank you so much for confirming Blake Brandes to be a speaker at Cedar Lane Elementary School! Be it known that Motivational Millennium LLC and Cedar Lane Elementary School (hereafter "CLES") do hereby enter into contract under the following terms and conditions:

1. Motivational Millennium agrees to make Blake Brandes available to present his message on the growth mindset and grit through hip-hop education at the following events on August 21, 2019:

One 30-minute TK-3 motivational assembly (8:30-9:00 am)
One 45-minute 4-6 motivational assembly (9:15-10:00am)
One Staff Professional development presentation (2:35 PM)
10-Module Video Curriculum Program

2. In consideration of the services described above, the fee is \$3250 (see attached INVOICE page). This fee is all-inclusive (presentation, travel, lodging, food, etc.) and no other invoices will be submitted to CLES. A 50% deposit (\$1625) is required as soon as possible to reserve the date.

The remaining 50% of the fee must be paid in full no later than the speaking date.

3. CLES agrees to provide logistical support (see attached LOGISTICAL SUPPORT page) for Blake and have it all in place at least one hour prior to the time of his presentation.
4. CLES agrees to introduce Blake to the audience as written on a brief introduction page, which Blake will send to CLES in advance of his presentation.

205

Business Services Department

Approval MMB

Date: 4/16/19



Dr. Blake Brandes

Empowering Students through Hip-Hop

5. Blake is permitted to film and record his presentation by using one or more videographers at his own expense. Audio or video taping of the presentation by CLES or any audience member is not permitted without Blake's consent, except for designated portions of the performance (for example, during freestyle raps).
6. Blake is operating as an independent contractor, and nothing in this agreement will be construed to create an employer-employee relationship between the parties.
7. **Cancellation Policy:** In the event of a cancellation by CLES, Blake would be glad to rebook the event at no penalty if another date is booked within 12 months of the original date.

If the event is cancelled within 60 days of the event and is not rebooked, Blake will be entitled to 50% of his fee and will not be entitled to the remaining 50% of his fee.

If the event is cancelled within 30 days of the event and is not rebooked, Blake will be paid the entirety of his fee.

In the unlikely event Blake needs to cancel his appearance due to illness or death in the family, he will return any deposit already paid by CLES in full.

Force Majeure: Any cancellation by either party shall not be considered a breach of agreement if it is caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, earthquake, labor strikes, riots, wars, civil disorder, and terrorism. If a force majeure event makes it impossible for the agreement to be fulfilled and the event cannot be rescheduled, Blake shall be entitled to 50% of his fee but shall not be entitled to the remaining 50% of his fee, regardless of which party is affected by the force majeure.

Balance \$3250
Due

Thank you for the opportunity to present and share the Growth Mindset with your students! By accessing the Power of the Growth Mindset Video Curriculum Program or paying the Balance Due, you agree to the Motivational Millennial End User License Agreement (see page 3).

207



Dr. Blake Brandes
Empowering Students through Hip-Hop

Signed on this day, the 23 of April, 2019, by:

Authorized Cedar Lane Elementary School Representative

Print Name Michael Hodson

Signature _____

Position Assistant Superintendent of Business Services

Date 4-23-19

Authorized Motivational Millennial Representative

Print Name Blake Brandes

Signature Blake Brandes

Date 4-6-19

By signing above, I hereby agree to all terms and conditions as stated in the speaking contract.

208

End User License Agreement

Your access to, and use of, this platform (the "Platform") and the courses, educational materials, and other content available on or through this Platform are governed by this End User License Agreement (these "Terms"). The Platform and the Company Content (as hereafter defined) are owned or controlled by Motivational Millennial LLC ("Company"). By accessing this Platform, you agree to and are bound by these Terms including, but not limited to, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of California law.

From time to time we may update this Platform and these Terms. Your use of this Platform after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

Access to, and use of , Company Content

By accessing the Platform, you agree that you will not use the Platform for any commercial purpose and you will not make the Platform or Company Content available to any third-party; provided, however, you may make the Company Content available to students at the Institution solely for educational purposes, solely for the duration of the School Term and solely via the Platform in strict accordance with these Terms. By accessing the Platform, you agree that you are employed as an educator at the Institution during the School Term. You further agree to immediately cease using the Platform and any Company Content should you no longer be employed by the Institution.

Content and materials on this Platform that is provided by Company or its licensors, including videos, lessons, music certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing ("Company Content") is the property of Company and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. You agree not to download, display or use any Company Content located on the Platform for use in any publications, in public performances (except for educational purposes solely at the Institution during the School Term in accordance with the terms hereof), on websites other than this Platform, for any commercial purpose, in connection with products or services that are not those of Company, or in any manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company's or its licensor's property, or that otherwise infringes Company's or its licensors' intellectual property rights.

Access Credentials and Administrator Obligations

In order to access certain aspects of the Platform, login credentials must be obtained from an administrator at your Institution (an "Administrator"). It is entirely your responsibility to maintain the confidentiality of your login credentials, password and account, including maintaining the physical security of your device. You agree to notify Company immediately of any unauthorized use of your account. Except for an authorized Administrator (who may only share login credentials with authorized personnel at the Institution during the School Term) you further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Platform to any third party. Company is not liable for any loss that you may incur as a result of someone else using your Institution's password or account, either with or without your knowledge.

By using the Platform or distributing login credentials, Administrator agrees that the Institution will be responsible for, and will indemnify,

defend, and hold Company harmless from any breach or alleged breach of these Terms or misuse of the Company Content by users of such login credentials. Administrator warrants that Administrator has the authority to bind the Institution to these Terms.

Representations and Limitations of Liability

Company makes no representations about the reliability of the features of this Platform, the Company Content, or any other Platform feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Company makes no representations regarding the amount of time that any Company Content will be preserved.

THIS PLATFORM AND COMPANY CONTENT IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS PLATFORM OR ANY INFORMATION OR SOFTWARE THEREIN. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS PLATFORM, NOR SHALL COMPANY BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND COMPANY'S REASONABLE CONTROL. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Miscellaneous

Both you and Company acknowledge and agree that no partnership is formed and neither of you nor Company has the power or the authority to obligate or bind the other.

These Terms will be governed by and construed in accordance with the internal laws of California without regard to conflicts of laws principles. By using this Platform, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in California. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PLATFORM, COMPANY CONTENT, AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law.

The failure of Company to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of these Terms. If Company fails to act with respect to your breach or anyone else's breach on any occasion, Company is not waiving its right to act with respect to future or similar breaches. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and Company, and is accepted by you upon your use of the Platform or your account. These Terms constitute the entire agreement between you and Company regarding the use of the Platform and Company Content.



Dr. Blake Brandes

Empowering Students through Hip-Hop

Motivational Millennial, LLC

Invoice

Motivational Millennial - Admin Office
2721 Shattuck Ave #1001
Berkeley, CA 94705
U.S.A.

Phone: +1 (510) 473-5873
E-mail: booking@motivationalmillennial.com

Bill To:

Cedar Lane Elementary School
Attn: Jill Senger
841 Cedar Lane
Oliverhurst, CA 95961

Date	Invoice #	Speaker	Motivational Millennial Tax ID # (EIN)
April 3, 2019	2357	Dr. Blake Brandes	81-1958405

Service	Description	Amount Due
Growth Mindset and Grit Presentations, Staff Presentation and Power of the Growth Mindset Video Curriculum Program	Two motivational assembly presentations (grades TK-3 and 4-6), at Cedar Lane Elementary School on August 21, 2019, One Staff Professional Development Presentation, and 10-module video curriculum with activities & parent and staff discussion guides on the Growth Mindset at Cedar Lane Elementary School (the "Institution") for the 2019-2020 school year ("School Term")	\$1625
Deposit	A 50% deposit is required as soon as possible to confirm to the date.	\$1625

Please make check payable to
"Motivational Millennial" and mail to:

Motivational Millennial
2721 Shattuck Ave #1001
Berkeley, CA 94705

210



Dr. Blake Brandes
Empowering Students through Hip-Hop

LOGISTICAL SUPPORT

BES agrees to provide the following equipment for Blake's presentations:

- 1 PA system that contains at least two XLR inputs (for WIRED microphones – Blake plugs in his loop pedal and headset mic using wired microphone cables) and one additional input of any type (XLR, 1/4", Aux, RCA, etc.) for an iPod. For example: <http://www.sweetwater.com/store/detail/PassPro150>
- 1 powerstrip (containing at least two available plugs)
- 1 white board or flip chart with at least 2 large, dark-colored markers (and an eraser, if white board is used)
- 2 microphone stands
- One small table or desk to hold an iPad

Blake will bring his own:

- Microphones and XLR microphone cables
- Loop pedal and XLR output cable to plug into the PA
- iPod with 1/4", AUX, and XLR cable options to plug into the PA

Request for Taxpayer Identification Number and Certification

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

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

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

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.
2721 Shattuck Ave. #1001

6 City, state, and ZIP code
Berkeley, CA 94705

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

8	1	-	1	9	5	8	4	0	5
---	---	---	---	---	---	---	---	---	---

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Blake Brander

Date ►

Jan. 7, 2019

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.

Marysville Joint Unified School District

Resolution 2018-19/23

Merced County FOCUS Contract

WHEREAS, the Governing Board has the authority to purchase through another public agency if it is in the best interest of the district.

BE IT RESOLVED that the Governing Board of the Marysville Joint Unified School District does declare it to be in the best interest of the district to participate in the Merced County Fast Open Contract Utilization Services (FOCUS) contract #2015109 awarded by the Merced County Board of Supervisors.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board authorizes the district to accept and award purchase orders as needed for the procurement of IT Equipment in accordance with the Merced County FOCUS contract #2015109 through the term of the contract including any extensions if the district so chooses.

PASSED AND ADOPTED THIS 23rd DAY OF April 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey
Superintendent of Schools

Randy L. Rasmussen
President to Board of Trustees

Marysville Joint Unified School District

Resolution 2018-19/24

SCHOOL BUS PURCHASE WITH A-Z BUS SALES, INC.

WHEREAS, the Governing Board has the authority to purchase through another public agency if it is in the best interest of the district.

BE IT RESOLVED that the Governing Board of the Marysville Joint Unified School District does declare it to be in the best interest of the District to purchase two (2) special need school buses based on a bid awarded by Waterford Unified School District to A-Z Bus Sales, Inc.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board authorizes the District to accept and award purchase orders as needed for the procurement of two (2) special need school buses in accordance with the bid awarded by the Waterford Unified School District to A-Z Bus Sales, Inc. through the term of the contract including any extensions if the district so chooses.

PASSED AND ADOPTED THIS 23rd DAY OF April 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey
Superintendent of Schools

Randy L. Rasmussen
President to Board of Trustees

214

Marysville Joint Unified School District

Resolution 2018-19/25

SCHOOL BUS PURCHASE WITH BUSWEST

WHEREAS, the Governing Board has the authority to purchase through another public agency if it is in the best interest of the district.

BE IT RESOLVED that the Governing Board of the Marysville Joint Unified School District does declare it to be in the best interest of the District to purchase one (1) 84-passenger Thomas school bus based on a bid awarded by the Hemet Unified School District to Buswest.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board authorizes the District to accept and award purchase orders as needed for the procurement of one (1) school bus in accordance with the bid awarded by Hemet Unified School District to Buswest through the term of the contract including any extensions if the district so chooses.

PASSED AND ADOPTED THIS 23rd DAY OF April 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey
Superintendent of Schools

Randy L. Rasmussen
President to Board of Trustees

Appendix A.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No. 2019-PBK-1

Date of Project Authorization: March 26, 2019

ARCHITECT's Project No.: TBD

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated *June 26, 2018* (pending final executed date) by and between the Marysville Joint Unified School District and PBK Architects. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize PBK Architects (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Project: K-8 Conversion (Multi-purpose building, 8-10 modular classrooms and sitework)

1.2 Location(s): Arboga Elementary School, 1686 Broadway Street, Olivehurst, CA

2. SCOPE OF WORK | BUDGET | SCHEDULE

2.1 Work Statement: PBK will provide Architectural and Engineering services to assist District with conversion of existing school with the following design components:

1. New multi-purpose building with multi-use space, indoor basketball court, stage, storage and restrooms
2. Provide food service prep cooking kitchen at multi-purpose building
3. Eight (8) to ten (10) new modular classrooms for grades 6, 7 and 8, including Science and Art
4. Additional parking
5. Bus drop-off with shelter covers
6. Auto drop-off
7. Playground and hard court upgrades, with possible shade structure
8. ADA path of travel upgrades, as required by DSA
9. Updated gas, sewer and water service lines, as required
10. Updated electrical mains and distribution, as required
11. Updated storm drainage system, as required
12. Electrical capacity upgrades, if needed
13. Sitework, including metal fencing, concrete walkways and landscaping
14. Fire alarm upgrades

2.2 Initial Construction Budget:

Estimated Multi-Purpose Building	\$ 6,475,000
Estimated Site Work:	\$ 1,000,000
Estimated Modular Classrooms:	\$ 2,500,000
Estimated Construction Contingency (5%):	\$ 525,000
Estimated Total Construction Cost:	216 \$ 10,500,000

Note: Proposal is based on option as described in 2.1 and budget in 2.2.

2.3 Preliminary Schedule Milestones:	
Programming:	6 weeks
Schematic Design:	8 weeks
Design Development:	8 weeks
Construction Documents:	18 weeks
DSA/Agency Approval:	16 weeks estimated
Bid Support:	5 weeks + 4 weeks for award
Construction Administration:	59 weeks

3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

- X Pre-Design
- X Site Analysis
- X Schematic Design
- X Design Development
- X Construction Documents (includes DSA approval)
- X Bidding and/or Negotiation
- X Construction Administration
- X Post-Construction
- Other

3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

Mechanical/Plumbing Engineer: LEAF Engineers
 Cost Estimating: NA
 Civil Engineer: Warren Consulting Engineers
 Structural Engineer: KPFF Structural Engineers
 Theater Consultant: NA
 Audio/Visual Consultant: NA
 Acoustic Engineer/Designer: NA
 Traffic Engineer: NA
 Pool Consultant: NA
 Electrical/Fire Alarm Engineer: LEAF Engineers
 Landscaping: Yamasaki Landscape Architects

3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

Topographic Surveying, Boundary Surveying and Underground utility locating: Warren Consulting Engineers

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

Schematic Design	(25%)	\$ 178,375
Design Development	(15%)	\$ 107,025
Construction Documents	(25%)	\$ 178,375
DSA/Agency Review	(5%)	\$ 35,675
Bidding and Negotiations	(5%)	\$ 35,675
Construction Administration	(20%)	\$ 142,700
Project Close-out	(5%)	\$ 35,675
Total Fixed Phased Fee:		\$ 713,500

Fee Notes: See Appendix B. for Fee Calculations

The following Engineering Fees are included in the Total Fixed Phased Fee above. Civil engineering, mechanical engineering, electrical engineering, structural engineering, fire sprinkler design engineering and landscape architecture.

Additional Fees to noted above include

Topographic Survey (Civil):	\$ 21,450
Boundary Survey (Civil)	\$ 2,750
Underground Utility	\$ 25,850

Reimbursable Expenses: \$ 15,000

TOTAL NOT-TO-EXCEED COMPENSATION \$ 778,550

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT's Services per 4.2.1.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES I SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services if requested by district: Geotechnical and Geo-hazard test and survey; commissioning; SWPPP monitoring, amendments and filing with water board; CEQA; CHPS or LEED design and documentation; Cal Green Tier One and Tier Two measure compliance; and agency related fees.

5.2 Special provisions for this project include: None

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

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

Mike Hodson, Assistant Superintendent of Business Services

Date: _____

PBK Architects
2520 Venture Oaks Way, Suite 440
Sacramento, CA 95833

A handwritten signature in black ink, appearing to read "Gary Gery". The signature is fluid and cursive, with the first name "Gary" being more prominent than the last name "Gery".

Name: Gary Gery, AIA,
Principal Architect

Date: March 26, 2019

Appendix B.

Compensation shall be as defined in Architectural Services Master Agreement. Fee shall be based on following percentages:

9% x \$1,000,000	= \$90,000
8-1/2% x \$1,000,000	= \$85,000
8% x \$1,000,000	= \$80,000
7% x \$4,000,000	= \$280,000
6% x \$2,975,000	= \$178,500
\$9,975,000.00	= \$713,500

Total estimated fee shall be equal to ***Seven Hundred Thirteen Thousand Five Hundred Dollars (\$713,500.00).***

2520 Venture Oaks Way, Suite 440
Sacramento, California 95833
Phone: 916-682-9494
Fax: 916-682-0990
PBK.com

February 7, 2019

VIA: Email



Mr. Travis Barnett
Director
Building and Grounds
Marysville Joint Unified
School District
1919 B Street
Marysville, CA 95901

Re: Fee Proposal – Arboga Elementary School – K-8 Conversion

Dear Travis:

On behalf of PBK, thank you for allowing our firm the opportunity to provide Marysville Joint Unified District with a proposal for Architectural / Engineering services for the construction of new facilities to convert Arboga School, located at 1686 Broadway Street, Olivehurst, CA, into a K-8 school campus.

Our team maintains and perpetuates a positive "can do" office culture that is centered on delivering the needs of our client. It is truly our intention to become an extension of your staff and create a seamless partnership in facilitating all services required for this project. We listen carefully to the District's objectives to provide creative and cost effective solutions, while providing all the necessary resources and experience to collaboratively solve any challenge through the design and construction process.

After our site walk and discussions, and consistent with our Architectural Services Master Agreement, dated June 26, 2018, we propose our scope and fee for architectural and engineering services as follows:

I. PROJECT DESCRIPTION:

- A. Conversion of existing school into a K-8 campus with the following design components:
1. New multi-purpose building with multi-use space, indoor basketball court, stage, storage and restrooms
 2. Provide food service prep cooking kitchen at multi-purpose building
 3. Eight (8) to ten (10) new modular classrooms for grades 6, 7 and 8, including Science and Art
 4. Additional parking
 5. Bus drop-off with shelter covers
 6. Auto drop-off
 7. Playground and hard court upgrades, with possible shade structure
 8. ADA path of travel upgrades, as required by DSA
 9. Updated gas, sewer and water service lines, as required
 10. Updated electrical mains and distribution, as required
 11. Updated storm drainage system, as required
 12. Electrical capacity upgrades, if needed
 13. Sitework, including metal fencing, concrete walkways and landscaping
 14. Fire alarm upgrades

221

- B. Project Budget
 - 1. \$15,000,000 total project costs with 30% soft costs
 - 2. Construction costs estimated at \$10,500,000, less 5% contingency for \$9,975,000 target budget

II. ARCHITECTURAL/ENGINEERING SCOPE OF SERVICES:

- A. Programming/Site Planning
 - 1. Development spatial/functional program
 - 2. Meeting with District, as required
 - 3. Confirmation of project budget and timeline
 - 4. Development of site master plan to include this project phase and future project phases
- B. Schematic Design
 - 1. Development of design, including exploration of multiple options
 - 2. Meetings with District as required
 - 3. Meetings with DSA and local agencies
 - 4. Development and review of systems and components for costs and value engineering
 - 5. Development of the following plans: site plan, floor plan, exterior elevations, building sections, mechanical plan, grading and drainage plan, utility plan, landscape plan electrical power, lighting and data plans
 - 6. Outline specifications
 - 7. Color renderings
 - 8. Cost estimate
- C. Design Development
 - 1. Refinement and development of Schematic Design
 - 2. Meetings with District, as required
 - 3. Meetings with DSA and local agencies
 - 4. Review of systems and components for costs and value engineering
 - 5. Development and refinement of architectural, civil, landscape, structural, mechanical, plumbing, fire sprinkler, electrical power, lighting and data, low voltage plans and food services
 - 6. Development of interior architecture
 - 7. Finish material selections with color/material boards
 - 8. Outline specifications update
 - 9. Color renderings
 - 10. Update cost estimate
- D. Construction Documents Phase
 - 1. Refinement and development of Design Development
 - 2. Meetings with District, as required
 - 3. Review of systems and components for costs and value engineering
 - 4. Finalize architectural, civil, landscape, structural, mechanical, plumbing, fire sprinkler, electrical power, lighting and data, low voltage plans and food service
 - 5. Finalize interior architecture
 - 6. Update finishes and materials and color boards
 - 7. Final specifications
 - 8. Integrate District Division 0&1 into specifications
 - 9. SWPPP Plan
 - 10. Engineering calculations for: Structural, HVAC, plumbing, electrical grading, low voltage and drainage
 - 11. Title 24 documentation
 - 12. Design of on-site water retention system, as required
 - 13. Update cost estimate
- E. DSA Approval / 100% CDs
 - 1. Submission to DSA with required forms
 - 2. Respond to DSA comments and revise documents
 - 3. Integrate District comments to plans

222

4. QA/QC review and revisions
5. DSA back check approval meeting
- F. Bidding
 1. Bid advertisement assistance
 2. Pre-bid meeting
 3. Respond to questions
 4. Prepare addendums and submit to DSA for approval
 5. Attend bid opening
- G. Construction Administration
 1. Set up DSA box
 2. Monitor DSA box
 3. Respond to DSA questions
 4. Prepare CCDs and submit for DSA approval
 5. Attend and lead weekly site meetings. Prepare agenda and minutes
 6. Coordinate with IOR
 7. Review submittals and shop drawings
 8. Prepare punch list
 9. Attend final site walk
 10. Coordinate with District Commissioning Agent, as required
 11. Prepare DSA paperwork
- H. Project Closeout
 1. Submit to/monitor DSA box to achieve certification
 2. Review O&M manuals
 3. Assist District personnel in start-up
- I. Additional Services Included:
 1. Topographic survey
 2. Boundary survey
 3. Utility locating survey

III. **SERVICES NOT INCLUDED:**

- A. Commissioning
- B. SWPPP monitoring/implementation during calculations
- C. SWPPP amendments
- D. Annual reports and notice of termination to State Water Resource Control Board
- E. Construction staking
- F. CEQA related activities and filings
- G. Agency fees
- H. Photovoltaic system design
- I. CHPs and LEED design or documentation
- J. Cal Green tier one and tier two measure compliance
- K. Geotechnical and Geohazard reports

IV. **PROPOSED FEES:**

- A. Compensation shall be as defined in Architectural Services Master Agreement. Fee shall be based on following percentages:

9% x \$1,000,000	= \$90,000
8-1/2% x \$1,000,000	= \$85,000
8% x \$1,000,000	= \$80,000
7% x \$4,000,000	= \$280,000
6% x \$2,975,000	= \$178,500
\$9,975.00	= \$713,500

Total estimated fee shall be equal to **Seven Hundred Thirteen Thousand Five Hundred Dollars (\$713,500.00).**

223

B. Payments shall be as follows:

Schematic Design (includes programming)	25%
Design Development	15%
Construction Documents	25%
DSA	5%
Bidding	5%
Construction Administration	20%
Project Close-out	5%

C. Additional fees to be paid for services by Warren Consulting Engineers beyond basic services of agreement include:

Topographic Survey	= \$19,500.00 + 10% mark-up	= \$21,450.00
Boundary Survey	= \$2,500 + 10% mark-up	= \$2,750.00
Utility Locating	= \$23,500 + 10% mark-up	= \$25,850.00
Total Additional Fees		= \$50,050.00

D. Additional services shall be done on an hourly rate basis upon approval of the District or by means of a negotiated and agreed fixed fee, as outlined in the Architectural Services Master Agreement. See Attachment "A" for rate sheet.

E. Reimbursable expenses shall be as defined in Architectural Services Master Agreement.

V. **SCHEDULE:**

A. See Attachment "B."

Thank you for the opportunity to team with you on this most exciting project. Feel free to contact me should you have any questions.

Sincerely,



Gary J. Gery, AIA C-17626
Principal, PBK

Mr. Travis Barnett
Director, Building and Grounds

Attachments

224

Attachment A

Effective June 1, 2018 – May 31, 2019

HOURLY BILLING RATES

Principal in Charge	\$220.00
Design Director	\$210.00
Senior Project Manager	\$200.00
Senior Project Architect	\$200.00
Project Manager	\$185.00
Project Architect	\$175.00
Project Lead / Technical Leader	\$145.00
Project Coordinator	\$125.00
Architectural Intern / Designer	\$110.00
Intern	\$80.00
Senior Project Designer	\$195.00
Project Designer	\$180.00
Design Leader	\$135.00
Designer II	\$125.00
Designer	\$115.00
Senior Educational Facilities Planner	\$220.00
Facilities Planner	\$180.00
Senior Construction Administrator	\$200.00
Construction Administrator	\$170.00
Sustainable Designer	\$155.00
Specification Writer	\$180.00
Agency Compliance	\$105.00
Cost Estimator	\$200.00
Clerical / Office	\$ 95.00

225

Attachment B

Marysville Joint Unified School District

“Proposed DESIGN AND CONSTRUCTION SCHEDULE”

Arboga School K-8 Conversion Project
February 7, 2018

Proposal Submitted	February 7, 2019
Proposal Approved	March 15, 2019
Kick-off Meeting	March 19, 2019
Programming Complete	April 26, 2019
Schematic Design Page Turn	June 21, 2019
Design Development Page Turn	August 16, 2019
50% Construction Document Page Turn with District	October 11, 2019
95% Construction Document Page Turn with District	December 13, 2019
Submittal to DSA for Plan Review	December 20, 2019
DSA Review Complete	March 13, 2020
DSA Approval	April 10, 2020
Bid Opening	May 15, 2020
Construction Start	June 15, 2020
Construction Complete	July 16, 2021
Move In	August 6, 2021

226

Marysville Joint Unified School District Project Contract

**8195-Edgewater Kindergarten Portable Project
BID# 19-1018**

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **BRCO Constructors, Inc.** ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **Kindergarten Two Classroom Buildings (Modular) and One Shade Structure at Edgewater Elementary School**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, the Specifications, and Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **One Million One Hundred Fifteen Thousand Dollars (\$ 1,115,000.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

227

Business Services Department

Approval:

Date: 4/14/19

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of 104 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of **\$500.00** per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Michael Hodson
Name

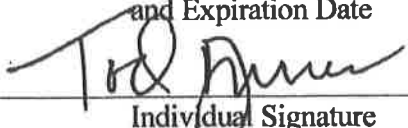
BRCO Constructors, Inc.
Contractor Name

Signature

License# 511602 Exp: 06/30/2019

Contractor License No.
and Expiration Date

Assistant Superintendent of Business Services
Title


Individual Signature

Date

Vice President
Title

April 23, 2019
Date

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/26

Classified School Employees Appreciation Week

WHEREAS, classified school employees provide valuable services to the schools and students of the Marysville Joint Unified School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment in the schools and to students of the Marysville Joint Unified School District; and

WHEREAS, classified school employees serve a vital role in providing for the welfare and safety of the Marysville Joint Unified School District's students; and

WHEREAS, classified school employees employed by the Marysville Joint Unified School District strive for excellence in all areas relative to the educational community; and

THEREFORE, BE IT RESOLVED, that the Marysville Joint Unified School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the state of California and in the Marysville Joint Unified School District and declares the week of May 19 through May 25, 2019 as Classified School Employees Week in the Marysville Joint Unified School District.

Passed and Adopted this 23rd day of April by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Starkey, Superintendent
Secretary - Board of Trustees

Randy Rasmussen
President - Board of Trustees