

MARIACHI ACADEMY OF MUSIC
2726 MILLBRAE WAY
SAN JOSE, CA 95121

Contact: Felipe D. Garcia
felipedig@outlook.com
(408) 386-2373

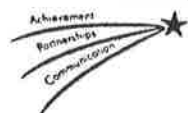
Quote prepared for:

Pleasanton Unified School District
4465 Bernal Avenue
Pleasanton, CA 94566

Contact: Heather Pereira
hpereira@pleasantonusd.net
(925) 426-4325

MUSIC INSTRUCTION PROGRAM - September 2019 through May 2020

Quantity	Description	Unit Price	Extended Line Total
3 Hours	Trumpet Instruction Weekly for 31 Days	\$100.00	\$9,300.00
3 Hours	Guitar Instruction Weekly for 31 Days	\$100.00	\$9,300.00
3 Hours	Guitarron Instruction Weekly for 31 Days	\$100.00	\$9,300.00
3 Hours	Violin Instruction/Direction Weekly for 31 Days	\$180.00	\$16,740.00
3 Hours	Voice Instruction Weekly for 31 Days	\$120.00	\$11,160.00
	Miscellaneous (Music, Supplies, Paper, Ink, etc)	\$1,000.000	\$1,000.000
		Subtotal	\$56,800
		Sales Tax	\$0.00
		Shipping	\$0.00
		Total	\$56,800



CONTRACT FOR SERVICES

THIS CONTRACT made and entered into this JULY 1, 2019, by and between FELIPE GARCIA, hereinafter called the "PROVIDER" and the PLEASANTON UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT".

The parties do hereby contract and agree as follows:

1. In consideration of payment not to exceed the sum of \$56,800 to be paid to Provider by District, Provider shall provide the following: MUSIC INSTRUCTION PROGRAM
2. Location: PLEASANTON UNIFIED SCHOOL DISTRICT
3. The term of this contract shall begin AUGUST 29, 2019, and be complete by MAY 29, 2020.
4. This contract includes the terms and conditions attached as numbers 1 thru 17. The Provider, by executing this contract agrees to accept and comply with such terms and conditions.
5. All applicable laws and regulations of the Public Contract Code, Civil Code and Labor Code govern this Contract.

PROVIDER:

ACCEPTED BY: *Felipe Garcia* Date: 8/22/19 Title: OWNER
Signature

Proper Name of Provider: FELIPE GARCIA

Address: 2726 MILLBRAE WAY
SAN JOSE, CA 95121

Phone: 408-386-2373

DISTRICT:

ACCEPTED BY: _____ Date: _____

Coordinator of Purchasing
Pleasanton Unified School District
Purchasing Department
4750 1st Street
Pleasanton, CA 94566
925.426.4335

THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES

TERMS AND CONDITIONS

1. **LABOR AND MATERIALS:** The Provider shall furnish all labor, materials and services necessary for the completion of work described in this Contract.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Provider for the service shall be subject to the approval of the District. Provider shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Provider to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY PROVIDER:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Provider.
5. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District.
6. **WORKERS:**
 - a. Provider shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
 - b. Any person in the employ of the Provider as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
7. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Provider shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
8. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
9. **HOLD HARMLESS CLAUSE:** The Provider shall hold harmless and indemnify the District, its officers and employees from:
 - a. Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Provider upon or in connection with performance under this Contract or Purchase Order, however caused;
 - b. Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the act, default, or omission of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Provider in connection with performance under the contract and/or Purchase Order.
10. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Provider is required to file with the District certificates of insurance naming the Pleasanton Unified School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
 - a. Worker's Compensation and Employer's Liability Insurance.
 - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
11. **PAYMENTS:** The District shall pay for services performed or materials delivered under this Contract upon completion of said work and upon presentation of invoice by the Provider. District representative will provide written approval and acceptance, and payment shall be made within a reasonable and proper time, normally within thirty (30) days.
12. **RELEASE AGAINST LIENS OR CLAIMS:** Provider shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Provider to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until provider has furnished such evidence of payment and release, and shall indemnify and defend the District against any liability or loss arising from any such claim.
13. **PERMITS AND LICENSES:** The Provider and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
14. **ANTI-DISCRIMINATION:** It is the Policy of the Pleasanton Unified School District Board of Education that, in connection with all work performed under Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Provider agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
15. **LABOR CODE:** Provider shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office.
16. **NO SMOKING:** Pleasanton Unified School District has a NO SMOKING policy at all sites. Providers are responsible to make sure that no one smokes on school property.
17. **FINGERPRINTS:** The provider certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.
18. **TERMINATION:** The District may terminate this agreement by providing thirty (30) days written notice of intent to terminate at any time and for any reason or for no reason. If this agreement is terminated, Provider shall be compensated for services rendered through the date of termination.

**OUTSIDE PROVIDER
CERTIFICATION OF EMPLOYEE CLEARANCE**

Name:	FELIPE D. GARCIA		
Street Address:	2726 MILLBRAE WAY		
City:	SAN JOSE, CA 95121		
Telephone:	408-386-2373	Fax:	
Contact Person:	FELIPE GARCIA		

Check one:

☐ I certify that my employees or I will not have more than limited contact with pupils during terms of the agreement.

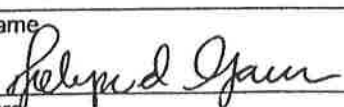
☒ I certify that my employees or I will have more than limited contact with pupils during terms of the agreement and that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on company employees who may be present at the Pleasanton Unified School District.
- Any employee who may be present at the District has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- I have attached a list of the name(s) of such employees, along with this form.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

FELIPE D. GARCIA

 Company Name
 FELIPE GARCIA

 Print Name


 Signature

OWNER

 Title
 8/22/19

 Date

Any changes to the above information will be forwarded to the District immediately.

Accepted by: _____ Date: _____ Title: _____

PROVIDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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 the 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 employees?

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 Agreement.

Signature: _____




Name:

FELIPE GARCIA

Provider/Firm Name: FELIPE D. GARCIA

Date: _____



(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 Agreement.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2019

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 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

Pronto Insurance Agency Lic. #0L74567

1557 Starr Drive

Suite A

Yuba City

CA 95991

INSURED

Felipe Garcia

2726 Millbrae Way

San Jose

CA 95121

CONTACT NAME: Azucena Madrigal

PHONE (A/C, No. Ext): 661-397-9800

FAX (A/C, No): 661-397-9898

E-MAIL ADDRESS: amadrigal@mypremierinsurance.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United States Liability Insurance Company

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	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CL 1953111	08/29/2019	05/29/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is named as additional insured as required by contract.
Location: 5301 Case Ave, Pleasanton CA 94566

CERTIFICATE HOLDER

Pleasanton Unified School District

4665 Bernal Ave

Pleasanton

CA 94566

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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