

REQUEST FOR PROPOSALS

PARADISE UNIFIED SCHOOL DISTRICT

PROFESSIONAL ARBORIST SERVICES FOR CAMP FIRE VEGETATION EVALUATION

FEMA REIMBURSED SERVICES

RFP PUBLICATION DATE: FEBRUARY 15, 2019

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ISSUED BY:

PARADISE UNIFIED SCHOOL DISTRICT

6696 CLARK ROAD, PARADISE, CALIFORNIA 95969

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1 INTRODUCTION

The Paradise Unified School District (District) is seeking proposals for a firm or team of firms to provide qualified arborists for the evaluation and determination of hazardous trees, as defined by the Federal Emergency Management Agency (FEMA), within the Camp Fire area located within lands owned by District, or near lands owned by the District that are hazardous to District owned lands. This work is intended to be reimbursed by FEMA.

1.1 Project Description

The Camp Fire has damaged trees on and near properties owned by the District throughout the town of Paradise and Magalia. The District requires assistance evaluating which trees are hazardous or have hazardous limbs as defined by FEMA.

The District, as part of the Camp Fire recovery effort, is removing hazardous trees from its properties. This process includes the District or Staff, in addition to an arborist, contracting with debris monitors and a contractor for the removal of the hazardous trees as defined by FEMA and identified by an arborist. The District requires arborists that are trained and experienced in FEMA hazardous tree eligibility and documents as required for Public Assistance. The arborist shall be a separate contractor, and shall not be affiliated with either the District debris monitoring entity, or the District tree removal contractor.

The Arborist shall provide personnel to evaluate hazardous limbs, tree and stumps as defined by FEMA. Arborists should have the ability to evaluate and identify hazardous trees, hazardous limbs (hangers), and hazardous tree stumps. Arborists must have knowledge of the applicable FEMA Public Assistance Policies and also identify trees which may be a hazard but were not damaged by the fire. These trees will be reported to the district but not included in the report to FEMA.

The selected arborist will evaluate trees in advance of tree removal operations to determine if a hazard exists and prioritize the removal of hazardous limbs, trees or stumps.

2 SCOPE OF SERVICES

At a minimum, proposing firm(s) will be expected to perform the below items of work. This scope of work is considered a baseline of expected services and tasks.

Firms and subcontractors for this contract are required to employ at least one ISA Certified Master Arborist and shall provide an analysis of trees on the District's properties that have been damaged as a result of the Camp Fire. Services shall include but are not limited to the following:

1. Perform Tree Inspections to check the overall health of the trees affected by fire and look for signs of pest and disease infestations and identify any structural problems.
2. Perform a Tree Risk Assessment which includes a summary of the tree's risk level, current conditions and Firm's observations if the tree meets FEMA's criteria for a Hazardous tree and by which part of the criteria, comments and recommendation for each tree inspected.
3. Develop a system of marking trees on District properties that is highly visible and notes risk level.
4. Provide a tree inventory for each property affected by the Campfire. Inventory shall include quantities, coordinates, condition, size and species of trees.
5. Include trees on any adjacent properties that create a hazard to District property.
6. Include all information required to determine eligibility for FEMA Public Assistance related to hazardous trees such as but not limited to; size, coordinates, photograph, damage, hazardous limbs, and possibility of hazardous stump.
7. Indicate if observed damage appears to be fire related.
8. Prioritize hazard and subsequent removal into three general categories:
 - a. High Hazard/ Immediate Removal
 - b. Hazardous/ removal needed- not immediate
 - c. Potentially hazardous- inspect in two years

3 PROPOSAL FORMAT AND CONTENT

Responses to the Request for Proposals must follow the requirements set forth in this section. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal.

3.1 Proposer Admonishment

Proposers are considered any firm, team of firms, or individuals that are responding to this solicitation. Proposers are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for clarification before final due date of questions.
- ✓ Immediately inform the District of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

3.2 District Notices

3.2.1 Miscellaneous

All Proposers responding to this RFP shall note the following:

- a. All work performed for District, including all documents associated with the project, shall become the exclusive property of District.
- b. The selected firm is expected to perform and complete the project in its entirety.
- c. Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing firm shall be borne by the firm without reimbursement by District.
- d. The selected Proposer shall remain an independent Contractor/Firm, working under his/her own supervision and direction and is not a representative or employee of District. The Proposer agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- e. The opening of proposals in response to this Solicitation is not subject to attendance by the general public.
- f. Time is of the essence. The successful Proposer must be prepared to begin work immediately following execution of the contract and is expected to complete the project in its entirety.
- g. Issuance of this solicitation in no way constitutes a commitment by the District to award a contract. If the District determines it is in its best interest to do so, no Proposer may be selected and no contract may be executed.

- h. Upon acceptable negotiations and contract award, the Proposer shall be required to execute a contract and comply with District insurance requirements. A model contract is provided in Exhibit A. The District may modify the contractual requirements of the contract prior to execution of a contract for services.
- i. The District reserves the right to request additional information from Proposers that have submitted a response to this Solicitation and to enter into negotiations with more than one Proposer should a contract be awarded or to award a purchase order or contract to the Proposer(s) with the most favorable quotation without conducting negotiations. The District reserves the right to award more than one contract if it is in the best interest of the District.
- j. The District reserves the right to reject any or all submittals received if the District determines that it is in its best interest to do so. Further, the District may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.
- k. The District may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
- l. The District may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.
- m. Firms that submitted a proposal in response to a RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Paradise Unified School District, 3760 Morrow Lane, Suite A, Chico, CA 95928. Debriefings may be conducted via telephone, mail or during a face-to-face meeting at the District office in Paradise, California.
- n. Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Superintendent. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Proposer's capabilities, project characteristics and/or pricing features that were not included in the firm's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved firm knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.

3.2.2 Model Contract

The firm selected shall be expected to execute a contract substantially as attached hereto. However, District reserves the right to substitute this model agreement with a different agreement.

3.2.3 Disclosure of Information

All information and materials submitted to the District in response to this RFP may be reproduced by the District for the purpose of providing copies to authorized District personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the District's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a firm's proposal contains any such proprietary information or trade secret that the firm does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the firm as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any firm's proposal and such documents contain material marked "proprietary information" or "trade secret," the District shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the firm agrees to defend, indemnify, and hold harmless the District, its officers, volunteers and employees from liability of any nature or kind due to the use of any copyrighted or uncopyrighted composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this Solicitation and any potential subsequent purchase order or contract. Your submission of a response is considered your consent to the District's disclosure of the submitted information.

3.3 FEMA Funding Requirements

Requirements required for this contract to be reimbursable with FEMA funds include, but are not limited to:

3.3.1 Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms

For any proposing firm that is including subconsultants, subcontractors, or other contracting with other firms or entities to fulfill any services under this agreement, the proposing (Prime) firm shall follow the following procurement practices to encourage and enhance participation by Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms.

There are no set-asides, quotas, or mandatory participation of any firm for any reason. This is an open and competitive solicitation.

- i. Solicitation Lists. The Prime Firm must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).
- ii. Solicitations. The Prime Firm must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).

- iii. Dividing Requirements. The Prime Firm must divide total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).
- iv. Delivery Schedules. The Prime Firm must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).
- v. Obtaining Assistance. The Prime Firm must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).

3.4 Prevailing Wages

The scope of work associated with this procurement involves arborist services that include evaluation and marking of trees, and does not include tree trimming, tree felling, landscape maintenance. While the District believes the work is professional in nature and not considered covered work under the California Labor Code, Contractor is encouraged to make its own independent determination.

3.5 Submittal Requirements

Use 8-1/2" x 11" sheets (11x17" landscape format fold outs are acceptable for charts, images etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. Type of font is unregulated.

Submissions shall contain at least two (2) signed, bound hard copies, printed material on 8-1/2" x 11" paper. One (1) electronic copy shall also be provided in CD or thumb drive format.

Signature of someone authorized to sign an agreement for the firm or entity submitting the proposal shall sign the cover letter.

Submissions may also include color and fold out charts and graphs, if proposer feels needed to adequately present material. Fold-out pages are not required at all.

While page numbers are not limited in the proposals, evaluations will account for efficient and succinct prose and diction.

3.6 Submittal Deadline

Proposals shall be submitted on or before March 8, 2019, by the close of business.

3.7 Minimum Mandatory Proposal Contents

Submitted Proposals must include the following materials and information. The order or sequence of this material is not regulated, but rather is left to the discretion of the proposer to provide in a format and sequence that is believed to best communicate the information.

3.7.1 Cover Letter

Provide a maximum two-page Cover Letter and introduction, and shall include the name and address of the Proposer submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the proposer, the Proposer's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt and if there are any exceptions to the services proposed.

If there are any reservations or requested modifications to the model contract, please make note of this in the Cover Letter.

3.7.2 Table of Contents

Provide a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.

3.7.3 Consultant Firm Capabilities, and Organization

Provide a description of the Proposer's firm or team of firm's history and range of services and resources for successfully developing and completing this project. Please describe how the firm is organized, and how the personnel associated with this proposal fit into the organization. If proposal includes multiple firms, please explain how the firms and respective personnel are organized.

3.7.4 Experience Summary

Provide a description of the Proposer's experience in similar services as described in the Scope of Services. Experience and focus in the public sector is of vital importance. The District is looking to partner with a firm that has years of experience providing the stipulated services.

A resume(s) should be included for any key personnel to be assigned to this project.

Describe related past projects completed along with a discussion comparing similarities with this proposed project. Please provide a comprehensive narrative history of the firm(s) and its experience in providing similar services listed in the scope of services.

This section shall also contain a comprehensive list of references preferably including municipalities or government agencies wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- ✓ Client name, address, contact person name, telephone number, fax number and email address.
- ✓ Detailed description of services provided similar to the services outlined in the Draft Scope of Work.

3.7.5 Scope of Services

3.7.5.1 Project Understanding

Provide a brief discussion clarifying the firm(s)'s understanding of the requested work. Provide limitations of the firm(s) and other expectations in context to the scope of services for this proposal.

3.7.5.2 Draft Scope of Work

Please provide a Scope of Work that represents the level of effort and expectations listed in the cost proposal. The intention of this draft scope is for the proposer to provide their proposed items of work to complete the project, and demonstrate their knowledge and competency of the requested work. This is also the opportunity for the proposing firm(s) to provide their expectations of what they will do, or note questions that need to be answered before completing an agreement.

This scope is expected to be discussed and potentially negotiated with the highest ranked proposer prior to incorporation into a contract.

Should there be any tasks that are expected to be performed by the District, these should also be clearly described as District tasks in the Draft Scope of Work. All proposed reimbursable expenses should be included in the Draft Scope of Work.

If the proposer would like to propose items of work that may not be mentioned otherwise in this solicitation, please identify these tasks or subtasks as "optional" task items to help differentiate this work.

3.7.6 Proposed Conceptual Timeline

Based on the Draft Scope of Work, please provide an associated timeline that addresses an approximate rate at which your Firm(s) can rate trees. This rate will obviously depend of several factors, please provide a general discussion on what your Firm considers as critical factors and the relative impacts they have.

3.7.7 Cost Proposal

Proposer should submit a proposal setting forth the defined costs for services. Proposed costs must include hourly rates.

4 SELECTION PROCESS

Selection will consist of two levels of review. Level I will consist of evaluating qualifications based on those items presented in Section 4.1 Evaluation Criteria to establish the most qualified Firm. The Firm that ranks the highest after the first level will be invited to negotiate cost and scope of work. Negotiation is the second level. If for some reason the District and the highest-ranked Firm are unable to settle on an equitable scope and budget, the District will invite the second ranked firm (from Level I) to negotiate scope and budget. This process will continue until either a negotiation is made, or there are no remaining qualified Firms.

The selection committee will be comprised of District representatives.

4.1 Evaluation Criteria

Criteria may include *but are not limited to*: Experience, Capability and Availability of Staff, Understanding the Problem and cost. Refer to the evaluation-scoring table below and the following descriptions.

1. Experience: Does the Proposer have sufficient similar experience in the kind of work required? Does the Proposer have a reputation of being reliable, delivering on schedule and performing tasks to the satisfaction of its clients?
 2. Personnel: Does the firm employ quality personnel that will directly be involved in this project possess the credentials and experience to successfully complete all tasks? What is their availability? Are references able to corroborate statements?
 3. Reasonableness of Costs and Price: Are the quoted rates competitive with other proposals received?
 4. Proposal Format: Is the Proposal legible and complete? Is the proposal professional in nature?
 5. Project Approach and Scope of Work: Does the submitted approach and/or scope of work
- Preference based on location is prohibited by FEMA; no preference for local firms will be made.

Table 1: Evaluation Criteria

CRITERIA	WEIGHT
Experience: Similar Project Experience	20%
Personnel: Qualifications of those actually working on the project.	30%
Reasonableness of Cost and Price	10%
Proposal Format: (Completeness)	10%
Approach and Scope of Work	30%
Total:	100%

4.2 Tentative Procurement Schedule (Subject to Change)

EVENT/ ACTION	ANTICIPATED DATE (SUBJECT TO CHANGE)
Solicitation Publication	February 15, 2019
Final Date to Submit Questions and Requests for Clarification	February 22, 2019
Questions Answered via Addendum(s)	February 25, 2019
RFP Submittals Due	March 8, 2019
Preliminary Evaluation Completed	March 12, 2019
Evaluation Completion	March 15, 2019
Award of Contract	March 19, 2019

4.3 District Contact Information

Any and all communication regarding this Solicitation shall be via email to the Assistant Superintendent at dmccready@pusdk12.org.

4.4 Questions:

Questions and requests for clarification may only be submitted via the above listed web portal. Questions and the corresponding answers will be available to all potential Proposers and other interested parties. Questions shall be submitted no later than **February 22, 2019**. The District will provide answers and clarifications by posting an addendum(s) to its website (pusdk12.org) by **February 25, 2019** so all Responders receive consistent information. It is the responsibility of

all interested firms to access the website for this information. **Questions received after February 22, 2019 will not be answered.**

END OF REQUEST FOR PROPOSAL

EXHIBIT A

MODEL CONTRACT

WHEREAS, DISTRICT desires to have work described in the Attachment IV - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I:	Insurance Requirements for Professional Services Contract
Attachment II:	FEMA Requirements
Attachment III:	Professional Credentials
Attachment IV:	Scope of Work

TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment IV – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the fixed price of \$_____, but shall not exceed \$_____. Payment shall be made after the DISTRICT or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the DISTRICT.
3. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of DISTRICT nor is the CONTRACTOR a partner or in any way directly affiliated with the DISTRICT. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
4. **Ownership.** CONTRACTOR by execution of this contract acknowledges that this is a *Work for Hire* agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the DISTRICT. The DISTRICT shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the DISTRICT by the CONTRACTOR.

5. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the DISTRICT and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
6. **Termination for Convenience.** This Contract may be terminated by either the DISTRICT with a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination.
7. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the DISTRICT, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the DISTRICT, but excluding liability due to the active negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to DISTRICT for any loss of or damage to DISTRICT property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
8. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the DISTRICT's funding source herein may be DISTRICT, State and/or Federal appropriation, and

therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with DISTRICT, State or Federal mandates and to reimburse the DISTRICT for any liability upon the DISTRICT for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

9. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to DISTRICT, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
10. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
11. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with DISTRICT Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
12. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment III are authentic, current and duly granted.
13. **Contractor's Standard of Care.** DISTRICT has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by DISTRICT shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment III and make them available for audit upon request by the DISTRICT.
14. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.

- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
15. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
16. **Termination for Cause: Contractor Performance and the Breach Thereof.** The DISTRICT may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the DISTRICT shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by the DISTRICT. The cost to the DISTRICT shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the DISTRICT.
17. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of DISTRICT and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. DISTRICT will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
18. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- a. This contract is entered into by DISTRICT upon the express representation that CONTRACTOR has no other contracts in effect with DISTRICT except as described on Exhibit "A-1" hereto attached. Exhibit "A-1" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions).
 - b. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the DISTRICT in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the DISTRICT.
19. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the DISTRICT and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
20. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

- 21. **No Implied Waiver.** In the event that DISTRICT at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that DISTRICT waives its future rights to require the CONTRACTOR to fulfill those obligations.
- 22. **Changes.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with DISTRICT Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
- 23. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

This Contract and the above listed Attachments represent the entire undertaking between the parties.

PARADISE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By _____
Michelle John Date

Date

EXHIBIT "A-1"

Acknowledgement of OTHER DISTRICT Contracts

List any and all contracts that you have with DISTRICT. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

**ATTACHMENT I
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3) **Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Paradise Unified School District, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

C. WAIVER OF SUBROGATION: Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the District. The District may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

F. VERIFICATION OF COVERAGE: Contractor shall furnish District with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: District reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the District certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the District for review.

Attachment II

FEMA REQUIREMENTS

Equal Employment Opportunity.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

2. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the District agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor shall report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the Cal OES,

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Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor shall report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4. Certification Regarding Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will execute the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

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of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (4) Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official

Date

5. Procurement of Recovered Materials

If applicable in the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA' s Comprehensive Procurement Guidelines web site, [http://www .epa.gov/cpg/](http://www.epa.gov/cpg/). The list of EPA-designate items is available at <http://www.epa.gov/cpg/products .htm>."

6. Access to Records

- (1) The Contractor shall provide CalOES, the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any

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books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor shall provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

7. Department of Homeland Security (DHS) Seal, Logo and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

8. Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

11. Small and Minority Businesses, Women's Business Enterprises, Labor Area Surplus Firms.

Contractor shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor area surplus firms are used when possible, as set forth in 2 C.F.R. §200.321.

By execution of this CONTRACT including this Attachment V the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

**ATTACHMENT III
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds

**ATTACHMENT IV
Scope of Work**

[CONTRACTOR TO PREPARE]

DISTRICT PROPERTY

Cedarwood Elementary School
6400 Columbine Road
Magalia, CA 95954

Honey Run Academy
628 Wall Street
Chico, CA 95928

Paradise ELearning Academy
5911 Maxwell Drive
Paradise, CA 95969

Paradise Elementary School
588 Pearson Road
Paradise, CA 95969

Paradise High School
5911 Maxwell Drive
Paradise, CA 95969

Paradise Intermediate School
5657 Recreation Drive
Paradise, CA 95969

Pine Ridge School
13878 Compton Drive
Magalia, CA 95954

Ponderosa Elementary School
6593 Pentz
Paradise, CA 95969

Ridgeview High School
601 Wall Street
Chico, CA 95928

Paradise Unified School District Office
6696 Clark Road
Paradise, CA 95969