

# **BID PROJECT MANUAL**

**PROJECT NUMBER: 24237.00-33-DM**

**McKinley Elementary School Abatement,  
Flooring, Painting & Tackboard Project**

**BAKERSFIELD CITY SCHOOL DISTRICT**

**June 01, 2024**

**TABLE OF CONTENTS****Procurement and Contracting Requirements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 01	Project Title Page
	00 01 10	Table of Contents
	00 01 15	List of Drawings and Tables
	00 01 20	List of Schedules

**Solicitation**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 11 16	Notice to Bidders

**Instructions for Procurement**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 21 13	Instructions to Bidders
	00 21 13.01	BP 01 Asphalt Paving
	00 21 13.02	BP 02 Fencing
	00 21 13.03	BP 03 Concrete
	00 21 13.04	BP 04 Tackboard
	<del>00 21 13.1</del>	<del>Bidder Information and Forms</del>

**Available Information**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	<del>00 31 19</del>	<del>Existing Conditions</del>
	<del>00 31 32</del>	<del>Geotechnical Data</del>

**Procurement Forms and Supplements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 41 13	Bid Form and Proposal
	00 43 13	Bid Bond
	00 43 36	Designated Subcontractors List
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration
	<del>00 45 19.01</del>	<del>Iran Contracting Act Certification</del>
	00 45 26	Workers' Compensation Certification
	00 45 46.01	Prevailing Wage and Related Labor Requirements Certification
	00 45 46.02	Disabled Veteran Business Enterprise Participation Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification
	<del>00 45 46.05</del>	<del>Hazardous Materials Certification</del>
	00 45 46.06	Lead-Based Materials Certification
	<del>00 45 46.07</del>	<del>Imported Materials Certification</del>

00 45 46.08	Criminal Background Investigation/Fingerprinting Certification [RESERVED]
<del>00 45 46.10</del>	<del>Roofing Project Certification</del>
<del>00 45 46.11</del>	<del>Federal Debarment Certification</del>
<del>00 45 46.12</del>	<del>Federal Byrd Anti-Lobbying Certification</del>
00 45 49	Registered Subcontractors List
<del>00 45 90</del>	<del>Post-Bid Interview</del>

**Contracting Forms and Supplements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 51 00	Notice of Award
	00 52 13	Agreement Form – Stipulated Sum (Single-Prime Contract)
	00 55 00	Notice to Proceed
	<del>00 56 00</del>	<del>Escrow Bid Documentation</del>
	<del>00 57 00</del>	<del>Escrow Agreement in Lieu of Retention</del>

**Project Forms**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 61 13.13	Performance Bond
	00 61 13.16	Payment Bond
	<del>00 63 40</del>	<del>Allowance Expenditure Directive Form</del>
	<del>00 63 47</del>	<del>Daily Force Account Report</del>
	00 63 57	Proposed Change Order Form
	00 63 63	Change Order Form
	<del>00 65 19.26</del>	<del>Agreement and Release of Any and All Claims</del>
	00 65 36	Guarantee Form

**Conditions of the Contract**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	<del>00 72 13</del>	<del>General Conditions – Stipulated Sum (Single-Prime Contract)</del>
	<del>00 73 13</del>	<del>Special Conditions</del>
	<del>00 73 56</del>	<del>Hazardous Materials Procedures and Requirements</del>

**LIST OF DRAWINGS AND TABLES**

McKinley Elementary School Abatement, Flooring, Painting & Tackboard

The drawings are listed below:

<u>Sheet number</u>	<u>Title</u>
Attachment – A	McKinley Tackboard Location
Attachment – B	McKinley Painting Information
Attachment – C	Walk Off Matts
Attachment – D	24YES-16 McKinley ES – Flooring SOW March 14 2024 LM
Attachment – E	Baseline – Bid Schedule McKinley Abatement
McKinley	Scope of Work 2024

END OF DOCUMENT

DOCUMENT 00 01 20

**LIST OF SCHEDULES**

**SCHEDULES**

1. Refer to attached McKinley Elementary School Abatement, Tackboard, Painting, Flooring – Schedule dated 3/12/24.

END OF DOCUMENT



Activity ID	Act. Assignment	Activity Name	Original Duration	Start	Finish	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
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**2024 Deferred Projects**

**Asphalt Projects**

**Asphalt Slurry Projects**

**Washington**

**McKinley Projects**

**McKinley Drive Approach**

**McKinley Chain Link Fence**

**McKinley Classroom Abatement / Tackboard / Painting / Flooring**

**Pre-Construction Activities**

MCLF-1760	BCSD	Create Bid Scope / RFQ	45	15-Jan-24	15-Mar-24
MCLF-1770	BCSD	Advertise Project	11	18-Mar-24	01-Apr-24
MCLF-1780	Contractors	Bid Project	13	18-Mar-24	03-Apr-24
MCLF-1790	Contractors	Mandatory Job Walk (2.00pm)	1	27-Mar-24	27-Mar-24
MCLF-1800	Contractors	Bids Due	1	03-Apr-24	03-Apr-24
MCLF-1810	BCSD	Review Bids	1	04-Apr-24	04-Apr-24
MCLF-1820	BCSD	Notice of Intent to Award	1	05-Apr-24	05-Apr-24
MCLF-1830	BCSD	Submit Bids to Board Docs	1	10-Apr-24	10-Apr-24
MCLF-1840	BCSD	Board Awards Bids	1	23-Apr-24	23-Apr-24
MCLF-1850	BCSD	Notice to Award	1	24-Apr-24	24-Apr-24
MCLF-1860	Contractors	Contracts & Insurance	10	25-Apr-24	08-May-24
MCLF-1880	BCSD	San Joaquin Valley Air Pollution Control District Abatement Notification	10	25-Apr-24	08-May-24
MCLF-1870	BCSD	Notice to Proceed	1	09-May-24	09-May-24

**Submittals**

**Tackboard**

MCLF-1300	BP 02 Tack	Tackboard - Product (Contractor Prepare Submittal)	15	09-May-24	30-May-24
MCLF-1310	BCSD	Tackboard - Product (BCSD Review Submittal)	2	31-May-24	03-Jun-24
MCLF-1320	BP 02 Tack	Tackboard - Product (Procurement)	15	06-Jun-24	26-Jun-24

**Painting**

MCLF-1120	BP 03 Paint	Painting - Product (Contractor Prepare Submittal)	10	09-May-24	22-May-24
MCLF-1130	BCSD	Painting - Product (BCSD Review Submittal)	2	23-May-24	24-May-24
MCLF-1140	BP 03 Paint	Painting - Product (Procurement)	5	14-Jun-24	20-Jun-24

**Flooring**

MCLF-1150	BP 04 Floor	Flooring Product (Contractor Prepare Submittal)	5	09-May-24	15-May-24
MCLF-1160	BCSD	Flooring Product (BCSD Review Submittal)	2	16-May-24	17-May-24
MCLF-1170	BP 04 Floor	Flooring Product (Procurement)	5	15-Jul-24	19-Jul-24

**Construction Activities**

**Classrooms 14-18**

MKA-1000	BCSD	Remove Furniture & Classroom Items	2	31-May-24*	02-Jun-24
MKA-1010	General	Start Construction @ Classrooms 14-18	0	03-Jun-24*	
MKA-1020	BP 01 Abate	Abate Flooring @ Classrooms	8	03-Jun-24	12-Jun-24
MKA-1030	BP 01 Abate	Abatement Clear for Remaining Construction Activities	1	13-Jun-24	13-Jun-24
MKA-1260	BP 01 Abate	Remove Abatement Containment	1	14-Jun-24	14-Jun-24
MKA-1060	BCSD	Remove Existing Tackboard / Open Walls for Electrical & Data Conduits	8	17-Jun-24	26-Jun-24





**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Bakersfield City School District ("District") will receive sealed bids for the following project, Bid No. 24237.00-33-DM, Multiple Bid Packages ("Project" or "Contract"):

**McKinley Elementary School Abatement, Flooring, Painting, & Tackboard**

2. The Project consists of:

**Please refer to Scope of Work.**

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

BP 01 Abatement (C-22)  
BP 02 Flooring (C-15)  
BP 03 Painting (C-33)  
BP 04 Tackboard (C-2)

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after March 18, 2024, for review at the District Maintenance, Operations, and Facilities Office, and may be downloaded from the District's website, using the following link.

<http://mot.bcsd.com/Construction%20Consultants/McKinley%20Elementary%20School%20-%20Project%20%2324237.00-33-DM/>

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

- A. Kern County Builder's Exchange (661) 324 - 4921
6. Contract Documents are also available for purchase at Blueprint Services, 1100 18<sup>th</sup> Street, Bakersfield, CA 93301.
7. **Sealed bids will be received until 2:00 p.m., April 3, 2024**, at the District Maintenance, Operations, and Facilities Office, 1501 Feliz Drive, Bakersfield, California 93307 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.



8. This Project **requires** prequalified pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at [www.qualitybidders.com](http://www.qualitybidders.com). A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Bakersfield City School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
11. **A mandatory job walk** and site visit will be held on March 27, 2024, at 2:00 p.m. at McKinley Elementary School located at 601 4th Street, Bakersfield, California. All participants are required to sign in front of the Administration Building. The site visit is expected to take approximately one hour.

**Failure to attend or tardiness will render bid ineligible.**

12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
14. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
15. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.
16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

17. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
18. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

**INSTRUCTIONS TO BIDDERS**

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Bakersfield City School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

**McKinley Elementary School Abatement, Flooring, Painting & Tackboard**

To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

BP 01 Abatement (C-22)  
BP 02 Flooring (C-15)  
BP 03 Painting (C-33)  
BP 04 Tackboard (C-2)

Refer to the following specification section 00 21 13.01 through 00 21 13.04 to review bid package scope of work.

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. This Project **requires** prequalified pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at [www.qualitybidders.com](http://www.qualitybidders.com). A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
  - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

- b. Bids must be submitted to the BCSD – Maintenance, Operations, & Facilities Office at 1501 Feliz Drive, Bakersfield, CA, 93307 by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form, or other security.
  - b. Designated Subcontractors List.
  - c. Site Visit Certification, if a site visit was required.
  - d. Non-Collusion Declaration.
11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **FOURTEEN (14)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into

the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
  - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
  - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
    - (1) The subcontractor is registered prior to the bid opening.
    - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
    - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of

the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

18. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid. Submit forms within four (4) days after Notice of Award.
19. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
  - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
  - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
  - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract

Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;

- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
  - f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
  - g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
    - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
    - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's

damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
  - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
  - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
  - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
21. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
  22. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to [zasoskil@bczd.com](mailto:zasoskil@bczd.com) and [orozcob@bczd.com](mailto:orozcob@bczd.com). Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at <http://mot.bcsd.com/Construction%20Consultants/McKinley%20Elementary%20School%20-%20Project%20%2324237.00-33-DM/>. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  23. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
  24. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
  25. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that



may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

26. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
28. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
29. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
  - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
  - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
  - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
    - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
    - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
      - (i) The subcontractor is registered prior to the bid opening.

- (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
    - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 30. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **FOURTEEN (14th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
  - a. Agreement: To be executed by successful Bidder. Submit four (2) copies, each bearing an original signature.
  - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - c. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Insurance Certificates and Endorsements as required.
  - e. Workers' Compensation Certification.
  - f. Prevailing Wage and Related Labor Requirements Certification.
  - g. Disabled Veteran Business Enterprise Participation Certification.
  - h. Drug-Free Workplace Certification.
  - i. Tobacco-Free Environment Certification.
  - j. Lead-Based Materials Certification.
  - k. Criminal Background Investigation/Fingerprinting Certification.

- I. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
31. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
    - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
    - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
    - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
    - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
  32. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
  33. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

34. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

# Abatement, Flooring, Painting, Tackboard McKinley Elementary School

## **(All Bid Packages) General Scope of Work**

### **Workmanship and Labor:**

- All finishes shall be installed per industry standards. All work shall be under the direction of a competent supervisor.
- Summer working hours shall be 6:00 a.m. to 2:30 p.m. or on an agreed upon time between the contractor and the district.

### **Protection:**

- The Contractor shall always take all precautions to avoid damage to surrounding surfaces around the work area. The Contractor shall be responsible for, and liable for, all damage or ill effects caused by a lack of adequate protection against the hazards associated with their work. The Contractor shall carry adequate insurance and he shall protect the district from all liens or damages arising from or caused by his work.

### **Disposal:**

- The Contractor shall thoroughly clean the work as it progresses. After completion of work, the Contractor shall remove all debris resulting from this work and shall remove all splatters or spills from other surfaces adjacent to the work. The buildings and the site premises shall be left in a condition that is acceptable to the district.

### **Guarantee:**

- In addition to the guarantees required elsewhere, the Contractor shall guarantee the work for one (1) year. All special guarantees required by this specification shall be in writing and in the form required, and delivered to the Supervisor of Maintenance before final payment is made to the contractor.

### **Scheduling:**

- Construction schedule provided by BCSD, Attachment "E".

### **Special Considerations:**

- The Contractor shall be responsible for all quantities and measurements.
- Any unforeseen conditions must be brought to the immediate attention of the district. No additional work is to be performed without written authorization from the district.

## **(Bid Package 01) Abatement**

### **Asbestos Abatement at Rooms: 14-18 and 24-29**

- Asbestos abatement of flooring in classrooms 14-18 and 24-29 per Yowell Environmental Services scope of work. See attached document from Yowell Environmental Services see attachment "D".

## **(Bid Package 02) Tackboard (Attachment "A")**

### **Tackboard Installation at Rooms: 14-18 and 24-29**

- Purchase and install tackboard for rooms 14, 15, 16, 17, 18, 24, 25, 26, 27, 28, and 29.
- Tackboard color is Ceres Fog
- See Attachment "A" for installation of the tackboard per each room.
- Install aluminum trim with fasteners / screws.
- Tackboard is to be installed with Heavy Duty Liquid Nails or equivalent product suitable for tackboard installation.

## **(Bid Package 03) Painting Rooms: 14-18 and 24-29 (Attachment "B")**

### **Painting Workmanship and Labor:**

- All finishes shall be evenly applied and free from sags, runs, crawls, brush marks, skips, or other defects. Each coat of material shall be thoroughly dry before the application of a succeeding coat.
- All work shall be under the direction of a competent foreman.

### **Protection:**

- The Contractor shall always take all precautions to avoid damage to structures around the work area. The Contractor shall be responsible for, and liable for, all damage or ill effects caused by a lack of adequate protection against the hazards associated with his work. The Contractor shall carry adequate insurance and he shall protect the district from all liens or damages arising from or caused by his work. All buildings, glass, walkways, shrubbery, hardware, plumbing, electrical fixtures, and equipment shall be always protected during work with drop cloths or other suitable means.

### **Disposal and cleaning:**

- The Contractor shall thoroughly clean the work surfaces as they progress. After completion of the work, the Painting Contractor shall remove all debris resulting from their work and he shall remove all splatters or spills from glass, tile, walls, or other surfaces adjacent to his work. The buildings and the building grounds shall be left in a condition that is acceptable to the district.

### **Special Considerations:**

- The Contractor shall be responsible for all quantities and measurements.
- The successful contractor is expected to provide workforce and support equipment to perform all scheduled work within the timeline set forth above.
- Contractor shall possess the proper licenses and certification for the work described in this information notice.

- Before proceeding with the work, the Painting Contractor shall submit wet samples of all materials to be used. All colors shall be selected or approved by the Supervisor of Maintenance or representative authorized by him to approve same.
- All materials shall be delivered to the job site in unbroken, sealed containers, stamped with specified numbers, approved by the proper authority of District before proceeding with the work.
- Products shall be applied at the proper consistency and shall not be thinned or otherwise altered except in accordance with the manufacturer's printed directions.
- If the finish coat is to be colored, the prime coat and the intermediate coat shall be tinted to have a slight variation in color from each other and from the finish coat.
- Paint shall be applied only by brush or roller. Spraying allowed only where specified, no other exceptions. If allowed by the district as indicated; the Contractor shall always take all precautions to avoid overspray to vehicles and all other structures around the work area.
- All materials used by the Painting Contractor shall be stored and mixed in a place designated by the district. The storage place must always be kept neat and clean. All cloths, waste or other materials that might constitute a fire hazard shall be placed in suitable metal containers and shall be removed from the campus at the end of each workday.
- The following materials are to be purchased at Pioneer Paint Company located at 4620 Easton Drive, Bakersfield Ca. 93309. Dunn Edwards Paints is located at 3929 Ming Ave, Bakersfield Ca. 93309. Sequoia Paint Company, 100 Baker Street, Bakersfield Ca. 93305.
- All preparatory work is to be included in the bid price.

### **Lead Based Paint Awareness and Remediation:**

- Lead Based Paint is present at various locations at all sites. All procedures and required submittals to the district shall be adhered to for all painting projects.
- High Pressure washing of surfaces to be painted will not be allowed. This includes machine-assisted washers as well as the use of hose end adapters to modify low water pressure from standard domestic water sources. Only low-pressure washing will be allowed.
- Contractors that are Lead Based Paint Preparation Certified shall submit a copy of the Lead Based Paint Preparation Certification along with the bid.
- Painting Contractors who are not Lead Based Paint Preparation Certified may utilize Sub-Contractors that are Lead Based Paint Preparation Certified. Upon submission of bid, Contractors shall submit a copy of the Sub-Contractors Lead Based Paint Preparation Certification.

### **Various materials and painting processes:**

- **The following first line materials are to be used or an approved equal must be obtained in writing:**

#### **PIONEER PAINT**

Interior Eggshell Vinyl Acrylic #200 - (All interior wall and ceiling finishes)

Interior and exterior Semi-Gloss Vinyl Acrylic #207 (All windows, doors, jambs, restrooms and kitchens) (All Exterior Wood Surfaces ).

Exterior Egg Shell Vinyl Acrylic #200 (All stucco, plaster and masonry finishes)

Exterior primer shall be #500

Interior primer shall be #445

## **DUNN EDWARDS PAINT**

Interior Eggshell Vinyl Acrylic SPARTAWALL (All interior wall and ceiling finishes)

Interior Spartawall and exterior Spartashield Semi-Gloss Vinyl Acrylic (All windows, doors, jambs, restrooms and kitchens) ( All Exterior Wood Surfaces ).

Exterior Egg Shell Acrylic Spartashield (All stucco, plaster and masonry finishes)

Exterior Semi-Gloss Spartashield (All Exterior Wood Surfaces and Doors)

Exterior Semi-Gloss Aristoshield (All metal roofing)

Exterior primer shall be ULTRA-GRIP PREMIUM

Interior primer shall be ULTRA-GRIP PREMIUM

## **(Bid Package 04) Flooring**

### **Flooring at Rooms: 14-18 and 24-29**

- Prep floor at all locations, grind and float as needed.
- Furnish and install Patcraft "Vivid" (Color-Spectrum) carpet tiles in all classrooms.
- Walk off mats to be installed at each door, see attachment "C".





## ASBESTOS FLOORING ABATEMENT SCOPE OF WORK

### Site Information:

McKinley ES – Rooms 14-18 & 24-28  
601 4<sup>th</sup> Street, Bakersfield, CA 93304



### Prepared for:

Mr. Victor Valdez, Supervisor  
Bakersfield City School District  
1300 Baker Street, Bakersfield, CA 93305  
(661) 631-5883

### Prepared by:

Kristy Yowell, CAC 09-4500 / CDPH LRC-4640  
YES Environmental, Inc. (YES, Inc.)  
YES, Inc. Project Number 24YES-16  
March 14, 2024



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## **ASBESTOS FLOORING ABATEMENT SCOPE OF WORK**

McKinley ES – Flooring Abatement Project in Rooms 14-18 & 24-28

### **PURPOSE OF PROJECT**

In order for Bakersfield City School District to replace the flooring in Classrooms 14-18 and 24-28, asbestos-containing flooring materials, must be abated. In some rooms, the asbestos-containing flooring materials are concealed beneath non-asbestos carpets, 12" floor tile, etc. In addition, the contractor shall remove the non-asbestos containing baseboard. The associated baseboard glue is not to be removed.

The contractor is responsible for field verifying their own measurements for bidding, notification, waste characterization, or any other purpose. This Scope of Work should be used in conjunction with all Federal, State and local codes.

### **IMPORTANT DATES**

Project Start Date – Monday, June 3, 2024

Abatement Completion Date – Friday, June 21, 2024

Clearance Air Sample Collection Date – Monday, June 24, 2024

Clearance Air Sample Results Expected to be Received Date – Wednesday, June 26, 2024

Containment Removal Date – Thursday, June 27, 2024

### **WORK PERIOD**

The remediation contractor shall have fifteen (15) business days to complete the abatement portion of this project. Clearance air samples will be collected the business day following completion of abatement. Removal of containment shall occur the next business day immediately following the receipt of passing clearance air samples.

### **DEFINITIONS**

Asbestos-Containing: material containing any detectable amount of asbestos. Acronym ACM.

Abatement Activities: precleaning of jobsite, setup of containment/regulated area, removal or disturbance of asbestos-containing materials and final cleaning inside containment/regulated area in preparation for post abatement clearance air sampling or completion of work visual.

Contractor: Remediation contractor, abatement contractor or any trade qualified to conduct the work described in this Scope of Work.

Consultant: YES Environmental, Inc. representative.



ASBESTOS MATERIALS			
Material Description	Locations	% Asbestos	NESHAP Category
Red/grey multi carpet & glue and/or 12" Cream oatmeal floor tile & black mastic over ACM	Surface layer flooring throughout classrooms 14-18 and 24-28	No asbestos detected	Category I Non-friable if cannot be separated from ACM
Concealed floor tile & black mastic	Throughout 14-18 and 24-28	Floor tile=3%CH Mastic=1-3%CH	Category I Non-friable or RACM depending on removal method
4" Cream baseboard & white glue	Baseboards throughout rooms 14-18 and 24-28	N/A	N/A

### NOTIFICATIONS

The contractor shall be responsible for the submission of an asbestos notification and renovation permit form to San Joaquin Valley Air Pollution Control District, Cal/OSHA and all other notifications triggered by asbestos removal. Contractor shall pay any associated fee based on measurements and material quantification as determined by the contractor.

### SUPERVISOR & WORKER TRAINING REQUIRED

Workers and supervisors disturbing asbestos shall have AHERA accredited training as asbestos workers or contractor supervisors.

### PRE-JOB SUBMITTAL REQUIREMENTS

A hard copy of the contractor's pre-job submittal packet shall be submitted to YES, Inc. and:

1. Include all of the items listed in the attached Submittal Requirements;
2. Be provided to and approved by YES, Inc. prior to the start of work by the contractor.
3. Manifests shall be submitted to the project manager on the first day of the project for review, and also for final approval prior to waste removal from the job site.
4. Double sided copies are not acceptable.
5. Delays in providing the required submittals may affect the start of the project.
6. Electronic submittals will not be accepted.

### OTHER CONSIDERATIONS

Item	District Provided	Contractor Must Provide	Not Applicable / Required
Water	X		
Power	X		
Removal of Items to be saved	X		
Removal & Disposal of Items Remaining in Work Area		X	
Safety & Security of Equipment		X	
Challenge testing of HEPA filtered equipment to have been performed within 5 calendar days of the start of the project		X	



## ALLOWABLE FORMS OF COMMUNICATION

The contractor shall establish a means of communication between the supervisor and workers inside the containment/regulated area which includes two-way radios or equivalent. At no time will yelling, whistling or banging on containment, walls or on the decontamination chambers be allowed as a form of communication.

## OCCUPANCY

These buildings will be unoccupied in the areas where abatement is occurring. Other areas on campus, but outside of the abatement containment, may be occupied by staff, students, and other trades conducting work at this site.

## WASTE BIN/CONTAINERS

All bins/containers brought on-site to deposit waste into must be lockable or securable. Bins shall be secured at the end of every shift. Plywood shall be placed under the wheels of each bin to protect the existing surface. Bins must be double lined with 6-mil poly prior to waste being deposited. Containers must have the appropriate labels affixed on them as soon as any asbestos-contaminated debris is deposited.

## CONTAINMENT/REGULATED AREA SETUP REQUIREMENTS

Containment setup requirements for all containments/regulated areas:

1. Classrooms 14-18 shall be set up as a single containment, using an exterior poly tunnel to connect classrooms or using wire reinforced wire exhaust flex tubing between rooms to create shared air space.
2. Classrooms 24-28 shall be set up as a single containment, using an exterior poly tunnel to connect classrooms or using wire reinforced wire exhaust flex tubing between rooms to create shared air space.
3. Thresholds shall be removed carefully without being damaged and saved for the District to reuse.
4. All poly used on this project shall be a minimum of 6-mil thickness and flame retardant (FR). All critical barriers shall be sealed prior to any installation of poly on the walls or false ceiling with at least one layer of 6-mil FR poly.
5. Contractor shall attach poly walls and ceiling to the upper window sills of the classrooms.
6. Contractor shall exhaust the negative air unit exhaust hoses through the uppermost windows of the classrooms. Contractor SHALL NOT exhaust through lower windows.
7. The walls shall be covered with at least a single-layer of 6-mil FR poly. In addition, a four-foot poly splash guard shall be installed.
8. The false poly ceiling shall be installed using at least a single-layer of 6-mil FR poly.
9. All containments shall be built to accommodate the proper opening/closing function of the doors leading to each classroom. This includes ensuring the poly is installed in such a fashion it is not torn during the operation of the doors at the beginning and end of shifts.
10. The containment shall have, at a minimum, a two-stage decontamination chamber setup which meets the following conditions:
  - Must be adjacent to the regulated area/containment for the decontamination of employees and their equipment used inside the regulated area/containment;
  - The chamber farthest away from the regulated area/containment shall be designed for employees to don PPE before entering the regulated area/containment; to don street clothes upon exiting the regulation area/containment; and storage of other necessary items of the employees which cannot enter the regulated area/containment. This chamber shall be built large enough to accommodate all workers donning PPE without being able to be seen by staff, students, or anyone else walking by.
  - The chamber most adjacent to the regulated area/containment shall be designed for the person exiting the regulated area/containment to use water, soap, and towels to decontaminate any part of their bodies and PPE such as their respirator.



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- Both chambers shall be of sufficient size to accommodate cleaning of equipment and removing personal protective equipment without the spreading of contamination beyond the area (as determined by visual accumulations).
- 11. All those entering the containments must sign in on an entry/exit log that documents their entrance and exit times. This record is to also include lunch times and other breaks.
- 12. The consultant must give final approval for containment setups before abatement commences.
- 13. As work continues, the contractor shall assure that any additional critical barriers discovered are sealed immediately.
- 14. The contractor shall continually inspect the containments for deficiencies or breaches. If any are discovered, all abatement activities shall halt immediately until the deficiencies are fixed or repaired satisfactorily. These incidents shall be reported to the on-site consultant immediately.
- 15. The contractor shall exercise caution to ensure setup of containment does not damage in any way data cabling, electrical conduits, tackboards, smart-boards, etc.
- 16. If the setup of the containments requires questionable installation, the District and Consultant shall be asked in writing and approval must be given in writing prior to work being performed.
- 17. The District does not intend to repaint the exteriors of these rooms. Therefore, the contractor shall exercise care during the construction and deconstruction of the containment and decontamination chambers. If products used to set up the containments leave a residue, the contractor shall be responsible for the removal of the residue immediately following receipt of the passing clearance air sampling results.

### **NEGATIVE PRESSURE & HEPA FILTERED EQUIPMENT REQUIREMENTS**

1. Challenge testing is required on equipment using HEPA filters (see Other Considerations above). Units arriving dirty or appearing to be contaminated shall be removed from the project site. Units must be positioned in the standard upright manner in which the manufacturer designed the equipment to operate.
2. The contractor shall ensure that sufficient negative air units are used to create a minimum air pressure differential of -0.030" and recorded on a manometer. Negative air units shall run continuously until clearance has been achieved. All air filtration devices shall remain sealed when not functioning. All units shall discharge to the exterior of the building during abatement activities.
3. At the end of each shift, if containment cannot be secured while exhausting to the exterior of the building, the contractor shall put the negative air units in scrub mode overnight. At the beginning of each shift, the contractor shall re-establish negative pressure in each containment.

### **WORKER PROTECTION**

The contractor shall provide respiratory protection as outlined in current Cal/OSHA regulations. However, at a minimum:

1. During the removal and detail cleaning, workers shall wear a half-face negative-pressure respirator with P-100 (HEPA) cartridges, and dual charcoal/HEPA cartridges shall be utilized during mastic removal.
2. Disposable coveralls and eye protection shall be worn by all workers during all abatement activities, and detail cleaning phases of this project.
3. Should personal air monitoring results not be received the Monday immediately following week after being collected, the asbestos consultant reserves the right to require the workers to don PAPRs until personal air monitoring results are received.



## **ASBESTOS ABATEMENT PROCEDURES**

Abatement procedures for all ACM on this project:

1. The carpet and 12" floor tile may only be removed after containment is completed, negative pressure is established and the onsite consultant has given verbal approval for removal to commence.
2. Wet all ACM with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne-fiber concentrations when the material is disturbed.
3. The contractor shall use the following product to remove the asbestos-containing black mastic: CHEMSAFE CLEAR. See attached Safety Data Sheet for product.
4. The ACM must be double bagged in poly bags. An acceptable alternative is disposal of ACM into a single poly bag which is placed into a leak-tight drum for disposal.
5. Bags should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in gooseneck fashion.
6. Contractor shall generate only as much debris as they can bag and deposit into a waste bin at the end of an 8-hour shift.
7. After completion of all stripping work, surfaces from which asbestos-containing materials have been removed shall be wet-wiped or cleaned by some equivalent method to remove all visible residue. If it is quicker and more cost effective to discard the entire component as ACM, contractor must submit for approval prior to the job commencing to the consultant and building owner.
8. Asbestos-contaminated waste that has been containerized shall be transported out of the work area through the worker decontamination enclosure or through an approved pass-out arrangement.

## **PROHIBITED WORK PRACTICES**

1. Uncontrolled releases. This is cause for stopping the project until modified work practices and containment that prevent these releases from occurring are designed and implemented.
2. Dry removal or dry disturbance of any kind.
3. Mechanical tools without HEPA vacuum attachment and HEPA vacuum properly attached according to manufacturer recommendation.
4. No brooms are allowed inside containment.
5. Bead blasting.
6. No bulk loading.

## **COMPLETION OF ABATEMENT & CLEARANCE AIR SAMPLES**

After final cleaning in the containment(s) has been completed, a visual clearance inspection shall be performed by the on-site consultant. Contractor personnel shall be present and available to address any deficiencies in cleaning. On the day following visual clearance of a containment, a set of five clearance air samples shall be collected, in the containment, to be analyzed by Transmission Electron Microscopy. Final clearance for re-occupancy shall be contingent upon meeting AHERA criteria for response action completion of an average of 70 structures per square millimeter (70 s/mm<sup>2</sup>) or less for the five samples collected inside the containment (40 CFR 763, Appendix A).

In the event clearance air samples do not meet this re-occupancy criteria, the contractor shall be responsible for re-cleaning failed areas, and for costs associated with collection and rush analysis of additional clearance air samples (\$1,800/per set of clearances) in accordance with the sampling protocol described above.

## **PERSONAL AIR MONITORING RESULTS FOR WORKERS**

The contractor shall promptly post and provide a copy of worker personal air monitoring results in within 5 calendar days of the them being collected on the worker. No more than two working days shall pass between results being received and posted on-site or provided to YES, Inc. as part of the close-out documentation for this project.



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## **ASBESTOS DISPOSAL**

The rubber/vinyl baseboards and associated non-asbestos containing glue can be discarded as either construction debris or non-friable, non-hazardous, asbestos-containing waste, manifested and disposed of accordingly.

Any carpet or 12" floor tile which is able to be removed from containment before any asbestos-containing materials are disturbed can be discarded as construction debris.

Any asbestos-containing materials removed by manual methods shall be considered non-friable, non-hazardous, asbestos-containing waste, manifested and disposed of accordingly.

Asbestos-containing materials removed by mechanical means shall be considered hazardous, asbestos-containing waste, manifested and disposed of accordingly.

### **Attachments:**

- A. Campus Map
- B. Submittal Requirements
- C. SDS for Chemsafe Clear Mastic Solvent
- D. Initial Inspection Report





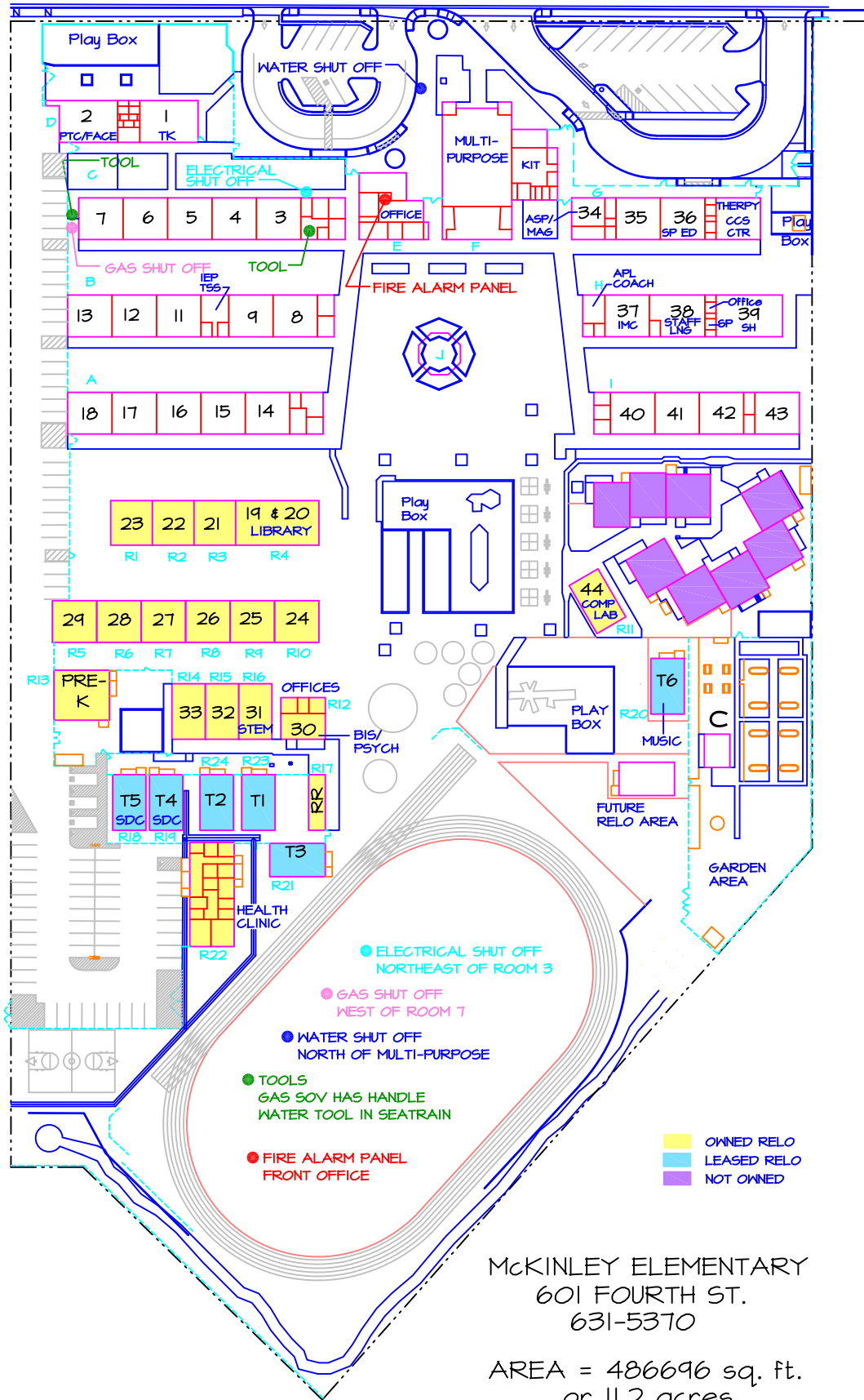
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**Attachment A - Campus Map**





McKINLEY ELEMENTARY  
 601 FOURTH ST.  
 631-5370

AREA = 486696 sq. ft.  
 or 11.2 acres



**SITE PLAN**  
**8-10-2018**



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**Attachment B – Submittal Requirements**



## Asbestos Submittal Requirements

Note: not all of the items listed below are applicable for every project. Only the items applicable are required to be included in the submittal packet.

### **Prestart Submittals**

1. Contractor's license(s)
  - a. CSLB license with asbestos certification
2. DOSH registration
3. Notifications
  - a. Appropriate local EPA enforcement agency for the job site location.
  - b. Cal/OSHA asbestos notification
  - c. Equipment rented
    - i. Proof the rental company has been made aware the rented equipment will be used for asbestos and/or lead related work.
4. Site specific safety/emergency plan
  - a. This must include, but is not limited to, the nearest hospital's phone number and address;
  - b. Local police department phone number and address;
  - c. Title, name and phone number of the contractor's contact whom should be contacted in the event of an emergency.
5. Contractor worker documentation for all workers on-site
  - a. Proof of AHERA training
  - b. Proof of Medical approval to wear a respirator
  - c. Respirator fit test
6. Contractor's respiratory protection program
7. Challenge testing certificates
8. Negative exposure assessment (if requesting to don lesser PPE than specified in the SOW)
9. Safety data sheets all hazardous materials (as defined by Cal/OSHA)
10. Waste Disposal
  - a. Paperwork for landfill proving the landfill will accept the waste
  - b. Proof of licensed waste hauler and company for hazardous waste
  - c. Waste characterization of lead waste
  - d. Manifest for all types of waste to be generated

### **Submittals Required During the Project**

1. Daily copies
  - a. Safety meeting (if held daily)
  - b. Worker roster of all employees onsite – regardless of training
  - c. Entry/exit log for employees entering/exiting containment/regulated area
2. Weekly
  - a. Safety meeting
  - b. Worker personal air monitoring
  - c. Area air monitoring

### **Submittals Required at the Conclusion of the Project**

1. Contractor air monitoring & laboratory results (refer to the SOW for required frequency)
2. Any other paperwork as requested by the Consultant or Building Owner



1201 24<sup>th</sup> Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

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**Attachment C - SDS for Chemsafe Clear**

**SAFETY DATA SHEET****TRADE NAME: CHEMSAFE CLEAR**

PAGE 1 OF 8

ISSUE DATE: 1/15/1990

REVISION DATE: 4/15/2015

**1. PRODUCT AND COMPANY IDENTIFICATION****GHS PRODUCT IDENTIFIER:**

TRADE NAME; CHEMSAFE CLEAR (CARB COMPLIANT)

**OTHER MEANS OF IDENTIFICATION:****RECOMMENDED USE OF THE CHEMICAL AND RESTRICTIONS ON USE:**

RECOMMENDED USE: Mastic Removal

**SUPPLIER'S DETAILS:**

1480 GRANDVIEW AVE.  
THOROFARE, NJ 08086  
(800)767-6933

**EMERGENCY PHONE NUMBER:**

COMPANY PHONE NUMBER: (800)767-6933

(24HR) EMERGENCY NUMBER: CHEM-TREC (800)424-9300

**2. HAZARD IDENTIFICATION****GHS CLASSIFICATION:**

GHS CLASSIFICATION SCALE: 1=SEVERE HAZARD, 4=SLIGHT HAZARD)

ASPIRATION HAZARD  
SERIOUS EYE DAMAGE IRRITATION

CATEGORY 1  
CATEGORY 2A

**LABEL ELEMENTS:****SIGNAL WORD: DANGER****HAZARD STATEMENTS:**

Causes serious eye irritation  
May be fatal if swallowed and enters airways

**SAFETY DATA SHEET****TRADE NAME: CHEMSAFE CLEAR**

PAGE 2 OF 8

**HAZARD SYMBOLS:****PRECAUTIONARY STATEMENTS:**

Keep out of reach of children  
 Wash hands, face and all exposed skin areas after handling.  
 Wear protective gloves/protective clothing/eye protection/face protection

**PRECAUTIONARY STATEMENTS (RESPONSE):**

IF SWALLOWED: Immediately call a poison center or doctor or physician. Do not induce vomiting.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if easy to do. Continue rinsing. If eye irritation persists, get medical advice/attention.

**PRECAUTIONARY STATEMENTS (STORAGE):**

Store locked up.

**PRECAUTIONARY STATEMENTS (DISPOSAL):**

Dispose of contents/container to an approved waste disposal plant in accordance with applicable local/regional/national and international regulations and product characteristics at time of disposal.

**OTHER HAZARDS:**

Repeated or prolonged exposure can cause skin dryness or cracking.

### 3. COMPOSITION INFORMATION ON INGREDIENTS

INGREDIENT IDENTITY	CAS NUMBER	PERCENTAGE
DISTILLATES, PETROLEUM HYDROTREATED, LIGHT	64742-47-8	PROPRIETARY
BUTOXYDIGLYCOL	112-34-5	PROPRIETARY

REMAINING INGREDIENTS ARE NOT REPORTABLE UNDER OSHA/SDS GUIDELINES. THE EXACT PERCENTAGES OF SOME INGREDIENTS HAVE BEEN WITHHELD AS (CBI) CONFIDENTIAL BUSINESS INFORMATION TRADE SECRET.

### 4. FIRST AID MEASURES

INGESTION: If swallowed, wash out mouth with water. Do not induce vomiting, this product is an aspiration hazard. If spontaneous vomiting occurs, keep head below hips to prevent aspiration of liquid into the lung. Never give anything by mouth to an unconscious person.

**SKIN CONTACT:** Remove contaminated clothing. Wash with soap and plenty of water for 15 minutes. Wash contaminated clothing before reuse. If irritation occurs get medical advice.

**INHALATION:** Move individual away from exposure and into fresh air. If breathing is irregular or stopped, administer artificial respiration. In case of shortness of breath, give oxygen. Call a physician immediately.

**EYE CONTACT:** Rinse cautiously with water for several minutes. Remove contact lenses if easy to do. Continue rinsing. If eye irritation persists, get medical attention/advice.

### **Most Important Symptoms and Effects, Acute and Delayed**

**INGESTION:** Symptoms may include diarrhea, gastric pain, and vomiting.

**SKIN CONTACT:** Symptoms may include redness, dryness and cracking of skin.

**INHALATION:** Not expected; however, symptoms may include irritation of respiratory tract and/or CNS symptoms such as dizziness, confusion, drowsiness or fatigue.

**EYE CONTACT:** Symptoms may include stinging, tearing, redness and blurred vision.

### **Indication of immediate medical attention and special treatment needed, if necessary.**

Treat Symptomatically.

## **5. FIRE FIGHTING MEASURES**

**Suitable extinguishing media:** Use fire extinguishers suitable for surrounding fire, possibly consisting of water spray, dry chemical, carbon dioxide, or foam.

**Unsuitable extinguishing media-** Do not use water jet.

**Specific hazards arising from the chemical:** In a fire or if heated, a pressure increase will occur and the container may burst. Material will burn in a fire. Flash point is over 200F. Material will emulsify and not directly float with water spray and emulsion could aid in not exacerbating fire.

**Hazardous thermal decomposition products:** carbon monoxide and CO<sub>2</sub>

**Special protective actions for fire-fighters:** Keep product containers and surrounding areas cool with water spray. No action shall be taken involving any personal risk or without suitable training.

**Special protective equipment for fire-fighters:** Fire fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## **6. ACCIDENTAL RELEASE MEASURES**

### **Personal precautions, protective equipment and emergency procedures:**

**For non-emergency personnel:** No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Provide adequate ventilation. Avoid breathing vapor or mists. Put on appropriate personal protective equipment. Wear appropriate respirator when ventilation is inadequate.

**For emergency responders:** If specialized clothing is required to deal with the spillage, take note of information in section 8 for further information. See also information in non-emergency personnel above.

**Environmental precautions:** Avoid dispersal of spilled material with soil, waterways, drains and sewers. See section 12 for additional ecological information.

#### **Methods and materials for containment and cleaning up.**

**Small spill:** Stop leak if without risk. Move containers from the spill area. Absorb with an inert dry non combustible material such as diatomaceous earth or vermiculite and place in an appropriate waste disposal container. Mop any remaining residues with soap and water and dispose of wastes via a licensed waste disposal contractor according to federal, state and local regulations.

**Large spill:** Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, drains, water courses and confined areas. Wash spillages into an effluent treatment plant or absorb with an inert dry non combustible material such as diatomaceous earth or vermiculite and place in a appropriate waste disposal containers. Mop any remaining residues with soap and water and dispose of wastes via a licensed waste disposal contractor according to federal, state and local regulations.

## **7. HANDLING AND STORAGE**

#### **Precautions for Safe Handling:**

**Safe Handling Advice:** Utilize appropriate personal protective equipment when handling product. Do not swallow. Avoid contact with eyes, skin and clothing. Avoid breathing vapor or mists. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container and tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. No smoking. Wash face, hands and any exposed skin thoroughly after handling. Wear protective gloves/protective clothing/eye protection and face protection during use. Emptied containers can contain product residues and remain hazardous. Do not reuse, flame cut, braze or weld container and observe all sds information around empty containers and dispose of in accordance with federal, state and local regulations.

**Advice on general occupational hygiene:** Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also section 8 for additional hygiene information.

#### **Conditions for safe storage including any incompatibilities:**

Store in original container in a dry, cool and well ventilated area away from strong oxidizing agents (see section 10) and food and drink. Store locked up. Eliminate all ignition sources. Keep container tightly closed when not in use. Do not store in unlabeled containers.



## 8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

<u>Control Parameters</u>	<u>Occupational Exposure Limits</u>		
<u>Ingredient Identity</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>NIOSH IDLH</u>
Butoxydiglycol	112-34-5	TWA 10ppm	

Distillates, Petroleum TWA:skin absorption 200mg/m<sup>3</sup> (as total hydrocarbon vapor) 8 hours  
Hydrotreated, Light 64742-47-8

### Appropriate Engineering Controls

**Engineering Controls:** Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants and air concentrations below occupational exposure standards.

### Individual protection measures, such as personal protective equipment. (PPE)

**Eye/Face Protection:** Wear approved tightly sealed safety goggles

**Skin & Body Protection:** Wear chemical resistant, impervious gloves at all times when handling chemical products. Check during use that gloves are still retaining their impervious properties, as the time for breakthrough can change from different manufacturers and chemical mixtures cannot always be accurately measured. Appropriate footwear and suitable protective clothing should be worn for the degree and risk of exposure.

**Respiratory Protection:** If workplace exposure limits of product or any component is exceeded, utilize proper respiratory protection program guidelines (see OSHA 1910.134 and American National Standard ANSI Z88.2) Use a properly fitted NIOSH/MSHA air-purifying or air-fed respirator in compliance with the above mentioned standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: clear liquid

Odor: near odorless

Odor threshold: not available

pH: not applicable

Melting Point/Freezing Point: -56F

Initial Boiling Point/Range: 344F-473F

Flash Pt: >200F lowest ingredient, does not sustain combustion

Evaporation Rate: <1 (butyl acetate=1)

Lower explosive limits: .6% Aliphatic Solvent

Upper explosive limits: 5.5% Aliphatic Solvent

Vapor Pressure: meets CARB guidelines

Vapor Density: 4.5-5 (air=1)

Relative Density: .84

Solubility in water: Emulsifies

Partition coefficient: not applicable

Auto ignition temp: >428F

Decomposition Temp: not available

Viscosity: pourable liquid

**10. STABILITY AND REACTIVITY**

Reactivity: Stable in normal ambient temperature and pressure

Chemical Stability: Stable under recommended storage conditions.

Possibility of Hazardous Reactions: not under normal conditions of storage and use.

Conditions to Avoid: Open flames, sparks

Incompatible Materials: Oxidizing materials

Hazardous Decomposition Products: Carbon monoxide and Carbon Dioxide

**11. TOXICOLOGICAL INFORMATION**

**Acute toxicity: Not classified,**

**Skin corrosion irritation: not classified,**

**Serious Eye damage: classified, Category 2, Causes serious eye irritation, Butoxydiglycol 112-34-5**

**Sensitization: Not classified,**

**Mutagenicity: Not classified,**

**Carcinogenicity: Not classified**

**Reproductive Toxicity: Not Classified**

**Teratogenicity: Not Available**

**Specific target Organ Toxicity (single exposure)**

**Not classified**

**Specific target Organ Toxicity (repeated exposure):**

**Not classified**

**Aspiration Hazard:**

**Distillate petroleum hydrotreated, light 64742-47-8 , Aspiration Hazard Category 1**

**SAFETY DATA SHEET****TRADE NAME: CHEMSAFE CLEAR**

PAGE 7 OF 8

**Information on the likely routes of exposure:****Ingestion:** May be harmful if swallowed. May be fatal if swallowed and enters airways.**Inhalation:** Do not breathe vapors or mists.**Skin:** May be harmful in contact with skin.**Eye:** Causes serious eye irritation**Symptoms related to the physical, chemical and toxicological characteristics****Ingestion:** See section iv, most important symptoms and effects, acute and delayed.**Inhalation:** See section iv, most important symptoms and effects, acute and delayed.**Skin:** See section iv, most important symptoms and effects, acute and delayed.**Eye:** See section iv, most important symptoms and effects, acute and delayed.**Delayed and immediate effects and also chronic effects from short and long term exposure.**

General: Prolonged or repeated contact can defat the skin and lead to irritation, cracking and/or dermatitis

Carcinogenicity: no known significant effects or critical hazards. Not classifiable.

**Numerical measures of Toxicity**

Not Available

**12. ECOLOGICAL INFORMATION****Toxicity:**

<u>Ingredient name</u>	<u>Result</u>	<u>Species</u>	<u>Exposure</u>
Distillate Petroleum, Hydrotreated, light	Chronic NOEL 0.48 mg/l	Daphnia	21 days

**Persistence and degradability:**Distillate Petroleum: Biodegradability-inherent  
Hydrotreated

Butoxydiglycol 112-34-5: readily biodegradable

**Bioaccumulation Potential:**

Not expected to bioaccumulate

**Mobility in Soil:**

No data

**Other adverse Effects:**

No known significant effects or critical hazards

**13. DISPOSAL CONSIDERATIONS**

Dispose in accordance with applicable federal, state and local regulations.

**SAFETY DATA SHEET****TRADE NAME: CHEMSAFE CLEAR**

PAGE 8 OF 8

**14. TRANSPORTATION INFORMATION**

**DOT:** NOT REGULATED  
**IATA:** NOT REGULATED  
**IMDG:** NOT REGULATED

**15. REGULATORY INFORMATION**

**U.S. FEDERAL REGULATIONS:** All ingredients are listed or exempted with TSCA.

SARA 302/304: no products were found.

SARA 311/312: acute health hazard

Ingredient	%	FIRE HAZARD	PRESSURE RELEASE	REACTIVE	IMMEDIATE ACUTE	DELAYED CHRONIC
Distillate Petroleum, Hydrotreated	80-95	YES	NO	NO	NO	NO
Butoxydiglycol 112-34-5	PROPRIETARY				YES	YES

SARA 313: butoxydiglycol, <12%

STATE REGULATIONS:

Ingredient	New York	New Jersey	Massachusetts	Pennsylvania
Distillate Petroleum Hydrotreated. 64742-47-8	No	No	No	No
Butoxydiglycol 112-34-5	No	Yes	Yes	yes

California Prop 65: none known

**16. OTHER INFORMATION**

HMIS RATING: HEALTH (1) FIRE (1) REACTIVITY (0)  
 4=EXTREME, 3=HIGH, 2=MODERATE, 1=SLIGHT, 0=INSIGNIFICANT

**NOTICE TO READER:**

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. The information on this sds was obtained from sources which we believe are reliable. However, the information is provided without any warranty, expressed or implied, regarding its correctness. Users are advised to confirm in advance of need, that information is current, applicable and suited to the circumstances of use. Vendor assumes no responsibility for injury to vendee or third persons proximately caused by the material if reasonable safety procedures are not adhered to as stipulated in the sds. Furthermore, vendor assumes no responsibility for injury caused by abnormal use of this material even if reasonable safety procedures are followed.



**Attachment D - Initial Inspection Report**



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**SUMMARY OF LIMITED ASBESTOS  
FLOORING INSPECTION FINDINGS**

**Site Information:**

McKinley ES – Rooms 14-18, 24-29, 34-43 & CCS Rooms  
601 4<sup>th</sup> Street, Bakersfield, CA 93304



**Prepared for:**

Mr. Victor Valdez, Supervisor  
Bakersfield City School District  
1300 Baker Street, Bakersfield, CA 93305  
(661) 631-5883

**Prepared by:**

Kristy Yowell, CAC No. 09-4500  
YES Environmental, Inc. (YES, Inc.)  
YES, Inc. Project Number 23YES-115  
October 18, 2023



## **Purpose of this Inspection**

Bakersfield City School District contacted YES, Inc. to request an asbestos inspection of the flooring and wall base materials anticipated to be disturbed during a future planned flooring renovation project at McKinley ES. The planned flooring renovations includes these rooms:

- Rooms 14-18
- Rooms 24-29
- Rooms 34-36
- Rooms 37-39
- Rooms 40-43
- CCS located east of Room 36

YES, Inc. performed the survey on Wednesday, September 27, 2023. The inspection was performed by Ms. Kristy Yowell who is certified by Cal/OSHA as an asbestos consultant. During the site visit, Ms. Yowell was accompanied by Mr. Victor Valdez of BCSD who confirmed the rooms and the materials anticipated to be disturbed.

## **Regulatory Review**

This survey was performed in compliance with the following regulations:

- EPA NESHAP regulation 40 CFR Part 61 Subpart M
- EPA AHERA regulation 40 CFR Part 76
- Cal/OSHA regulation Title 8 CCR Section 1529

The local enforcement office for the EPA NESHAP regulation, also known as San Joaquin Valley Air Pollution Control District (SJVAPCD), requires asbestos inspections of buildings and regulated structures to be performed prior to renovation or demolition activities, regardless of the age of the building or material(s) planned to be disturbed. This survey has met this requirement. Should the District opt to proceed with the removal or disturbance of the asbestos-containing materials discussed below (if any), notification to SJVAPCD and a 10-day waiting period may be required. Please contact YES, Inc. consulting firm prior to proceeding with work to determine the applicability of notification requirements.

EPA AHERA regulation determines the sampling protocol in K-12 public and non-profit private schools. The sampling protocols of this regulation were followed. AHERA also requires schools to add this inspection information to their existing Asbestos Management Plan. A copy should be added to the main record in the District Office and a copy should be also retained on-site at the school. Since your District is a member of Self-Insured Schools of California (SISC), they should be notified of this inspection activity in order to update their copy of your school's asbestos management plan. Their office can be reached at (661) 636-4710.

Cal/OSHA requires an inspection of materials suspect to contain asbestos prior to work commencing in order to protect workers who will be working directly with or around asbestos-containing materials. Should the District proceed with any disturbance of the materials (in any amount) included in this survey, a copy of this report should be provided to all contractors involved. Note: there are other notifications that may be required in order to comply with this regulation. Please contact YES, Inc. consulting firm before proceeding with work to determine the applicability such notifications.



### Inspection Protocol

Suspect flooring and wall base materials were inspected. Samples were collected by misting the material being sampled with water, then cutting, scraping, hammering or chiseling from the substrate. Whenever possible, the samples were collected from areas previously damaged or deteriorating. The samples were placed in their own plastic sample bag, sealed, and labeled with a unique identification number. Sampling tools were individually cleaned before and after each sample was collected to avoid sample cross contamination.

The samples collected were recorded on YES, Inc.'s chain-of-custody form which accompanied them to the laboratory for analysis. The samples were shipped via FedEx to EMSL Analytical, Inc., an NVLAP accredited laboratory in San Leandro, CA. The samples were analyzed using polarized light microscopy (PLM) with dispersion staining.

### Summary of Laboratory Findings

Material Description	Location	% Asbestos	NESHAP Category
Red/grey multi carpet & glue over floor tile & black mastic  Sample #s: 01A-01C, 05A-05C, 06A, 07A	Flooring throughout rooms 14-18 and 34-36, 37-39, 40-43; these rooms include all ancillary rooms, storage rooms, closets, etc. in the wings.  NOTE: the carpet conceals anywhere between 80-100% of the rooms' ACM flooring	Carpet & glue=ND Concealed tile=3% CH Black Mastic=1-3%CH	Category I Non-friable <i>Unless removed using mechanical means</i>
12" Cream oatmeal floor tile & black mastic over floor tile & black mastic  Sample #: 02A	Flooring throughout rooms 14-18  NOTE: the carpet conceals anywhere between 0-100% of the rooms' ACM flooring	12" Floor tile & black mastic=ND Concealed tile=3% CH Black Mastic=1-3%CH	Category I Non-friable <i>Unless removed using mechanical means</i>
12" Cream oatmeal floor tile and red/grey multi carpet & glue over floor tile, black mastic & black felts  Sample #s: 03A-03B & 12A	Flooring throughout rooms 24-28	12" Tile, carpet & glues=ND Concealed tile=3% CH Black Mastic=ND Felts=ND	Category I Non-friable <i>Unless removed using mechanical means</i>
12" Tan tile with yellow & brown streaks & black mastic  Sample #s: 04A-04B	Flooring throughout room 29  NOTE: Wood baseboard. Categorized as non-suspect.	No asbestos detected	N/A
24" Grey with blue streaks floor tile & yellow glue  Sample #: 09A	Flooring throughout CCS Room (located east of room 36)	No asbestos detected	N/A
4" Cream baseboard & white glue  Sample #s: 10A-10C	Baseboards throughout 14-29, 34-43 and CCS room.	No asbestos detected	N/A





Material Description	Location	% Asbestos	NESHAP Category
3" & 4" Grey & Cream baseboards & glues  Sample #: 11A	Baseboards throughout 38A & 38B rooms	No asbestos detected	N/A
Cream mosaic sheet flooring & glue  Sample #: 08A	Surface level flooring throughout room 38  NOTE: over concealed <b>ACM flooring</b>	No asbestos detected	N/A

### SJVAPCD NESHAP Definitions

Category I non-friable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos.

Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos.

Regulated asbestos-containing material (RACM) means

- (a) Friable asbestos material;
- (b) Category I nonfriable ACM that has become friable;
- (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or
- (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.



## DISCLAIMERS

The nature of renovation/demolition is such that materials can be uncovered which previously were unknown to exist. Therefore, YES, Inc. cannot be responsible for “hidden materials”, although a reasonable effort was made during the inspection to detect all suspect materials. If any materials other than those included in this report and/or its attachments are discovered during renovation, it must be assumed that the materials are asbestos-containing, and the project should then be halted and re-evaluated.

This report has been prepared for the exclusive use of YES, Inc.’s client and is not intended for use by any other party. Any use of this report by a third party shall be at their own risk and shall constitute release and an agreement to defend and indemnify YES, Inc. from any and all liability in connection therewith.

This report and its evaluations/conclusions are based on the current condition of the project and/or materials inspected. This report does not assess or anticipate future events that may impact or damage asbestos (if any). Future changes in the condition of ACM may require a new assessment by a certified asbestos consultant.

This report is not a work plan or project specification.

## RECOMMENDATIONS

YES, Inc. recommends that the building owner disseminate this report to all prospective contractors bidding work at the subject site to assist them in the materials have been tested for asbestos content.

Thank you for using YES, Inc. for your consulting needs. We look forward to work together in the future.

Sincerely,

*Kristy Yowell*

Kristy Yowell, President

Attachments: A – Site Map  
B – Chain of Custody & Laboratory Results  
C – Consultant & Laboratory Certifications



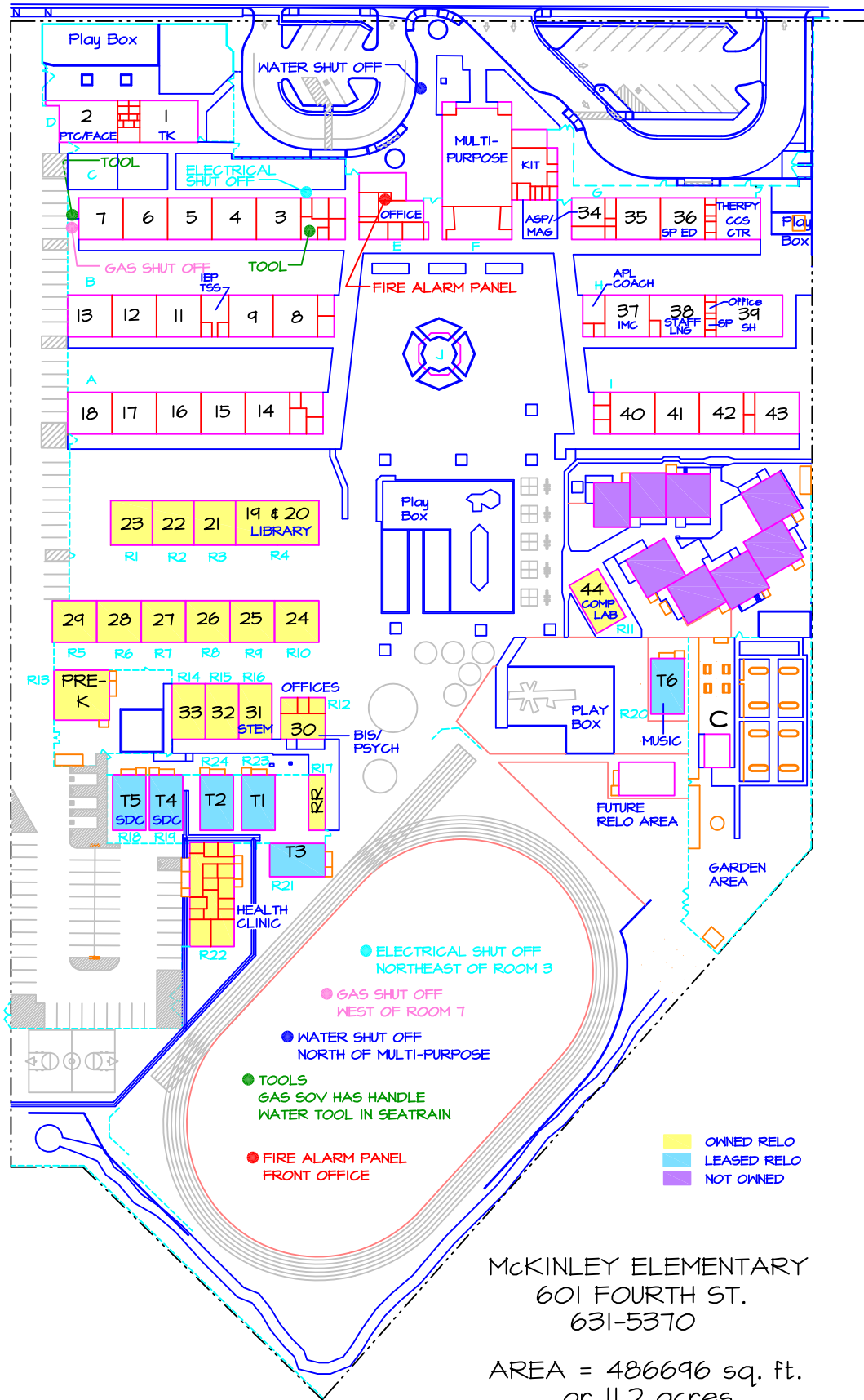
# YES Environmental, Inc. Page 27 of 28

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1201 24<sup>th</sup> Street, Suite B110-377, Bakersfield, CA 93301 - (661) 527-0820

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Attachment A – Site Map



McKINLEY ELEMENTARY  
 601 FOURTH ST.  
 631-5370

AREA = 486696 sq. ft.  
 or 11.2 acres



1201 24<sup>th</sup> Street, Suite B110-377, Bakersfield, CA 93301 - (661) 527-0820

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Attachment B – Chain of Custody & Laboratory Results



**YES Environmental, Inc.**

1201 24th Street, Ste B110-377, Bakersfield, CA 93301 / (661) 527-0820

Contact Name & Phone Number	Kristy Yowell (661) 477-4662	Account #	YWEL75
Comments	Please e-mail results to: kristy@yowellenvironmental.com	TYPE OF ANALYSIS AND TURN AROUND TIME	
Collected By	Kristy Yowell	<del>PLM with Dispersion Staining</del>	
Date Samples Collected	9/27/2023	<del>72 Hour</del>	
Job # & Client	23YES-115 – Bakersfield City School District	LAB	EMSL Analytical, Inc.
Job Site Name & Description	McKinley Elementary School-Flooring Inspection		
Submitted By	Kristy Yowell <i>[Signature]</i>	Date	9/28/2023
Received By	<i>JM EXP DJ</i>	Date	09292023-0915

SAMPLE ID	1 <sup>st</sup> LINE: MATERIAL DESCRIPTION – 2 <sup>ND</sup> LINE: SAMPLE LOCATION
23YES-115-01A	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC
	ROOM 14 – SOUTH SIDE CENTER
23YES-115-01B	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC
	ROOM 18 – SOUTH SIDE CENTER
23YES-115-01C	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC
	ROOM 36 – SOUTH SIDE CENTER
23YES-115-02A	12" CREAM OATMEAL FLOOR TILE & BLACK MASTIC OVER FLOOR TILE & BLACK MASTIC
	ROOM 16 – WEST SIDE NORTH END
23YES-115-03A	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT
	ROOM 28 – CENTER
23YES-115-03B	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT
	ROOM 22 – NORTHWEST AREA
23YES-115-04A	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC
	ROOM 29 – NORTHEAST AREA
23YES-115-04B	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC
	ROOM 29 – SOUTHWEST AREA
23YES-115-05A	CONCEALED FLOOR TILE & BLACK MASTIC
	ROOM 37 IMC – CENTER AT DAMAGE (UNDER CARPET)
23YES-115-05B	CONCEALED FLOOR TILE & BLACK MASTIC
	ROOM 39 – SOUTH SIDE CENTER (UNDER CARPET)



# YES Environmental, Inc.

1201 24th Street, Ste B110-377, Bakersfield, CA 93301 / (661) 527-0820

#092321335  
Page 30 of 25

Contact Name & Phone Number	Kristy Yowell (661) 477-4662	Account #	YWEL75
Comments	Please e-mail results to: <a href="mailto:kristy@yowellenvironmental.com">kristy@yowellenvironmental.com</a>	TYPE OF ANALYSIS AND TURN AROUND TIME	
Collected By	Kristy Yowell	PLM with Dispersion Staining	
Date Samples Collected	9/27/2023	72 Hour	
Job # & Client	23YES-115 – Bakersfield City School District	LAB	EMSL Analytical, Inc.
Job Site Name & Description	McKinley Elementary School-Flooring Inspection		
Submitted By	Kristy Yowell <i>YK</i>	Date	9/28/2023
Received By	<i>JM EFXD</i>	Date	09292023-0915

SAMPLE ID	1 <sup>st</sup> LINE: MATERIAL DESCRIPTION – 2 <sup>ND</sup> LINE: SAMPLE LOCATION
23YES-115-05C	CONCEALED FLOOR TILE & BLACK MASTIC
	ROOM 42 – SOUTH SIDE CENTER
23YES-115-06A	CONCEALED TAN TILE & BLACK MASTIC
	ROOM 35 – NORTHEAST AREA (UNDER 12" VFT)
23YES-115-07A	12" CREAM OATMEAL FLOOR TILE & YELLOW GLUE
	ROOM 39A – WEST SIDE CENTER
23YES-115-08A	CREAM MOSAIC SHEET FLOORING & GLUE
	ROOM 34 – NORTHWEST AREA
23YES-115-09A	24" GREY WITH BLUE STREAKS FLOOR TILE & YELLOW GLUE
	CCS - NORTHEAST ROOM – WEST SIDE CENTER
23YES-115-10A	4" CREAM BASEBOARDS AND WHITE & YELLOW GLUE
	ROOM 17 – WEST SIDE NORTH END
23YES-115-10B	4" CREAM BASEBOARDS & WHITE GLUE
	ROOM 26 – NORTHEAST AREA
23YES-115-10C	4" CREAM BASEBOARDS & WHITE GLUE
	INTERCONNECTING HALLWAY OF ROOMS 34 & 34 – EAST SIDE AT DOORWAY
23YES-115-11A	4" GREY & 3" CREAM BASEBOARDS AND GLUES
	ROOM 39A – WEST CENTER AT ENTRY
23YES-115-12A	12" CREAM OATMEAL FLOOR TILE & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT
	ROOM 26 – NORTH SIDE UNDER CABINET



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EMSL Order: 092321335  
Page 32 of 25

Customer ID: YWEL75

Customer PO: 23YES-115

Project ID:

**Attention:** Kristy Yowell  
YES Environmental, Inc.  
1201 24th Street, Suite B110-377  
Bakersfield, CA 93301

**Phone:** (661) 477-4662

**Fax:**

**Received Date:** 09/29/2023 9:15 AM

**Analysis Date:** 10/03/2023

**Collected Date:** 09/28/2023

**Project:** 23YES-115 - BAKERSFIELD CITY SCHOOL DISTRICT - MCKINLEY ELEMENTARY SCHOOL - FLOORING INSPECTION

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-01A-Carpet <small>092321335-0001</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 14 - SOUTH SIDE CENTER	Gray/Red Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
23YES-115-01A-Glue <small>092321335-0001A</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 14 - SOUTH SIDE CENTER	Clear Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-01A-Floor Tile <small>092321335-0001B</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 14 - SOUTH SIDE CENTER	Beige Non-Fibrous Homogeneous		20% Ca Carbonate 60% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-01A-Mastic <small>092321335-0001C</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 14 - SOUTH SIDE CENTER	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
23YES-115-01B-Carpet <small>092321335-0002</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 18 - SOUTH SIDE CENTER	Gray/Red Fibrous Homogeneous	95% Synthetic	5% Non-fibrous (Other)	None Detected
23YES-115-01B-Glue <small>092321335-0002A</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 18 - SOUTH SIDE CENTER	Clear Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-01B-Floor Tile <small>092321335-0002B</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 18 - SOUTH SIDE CENTER	Beige Non-Fibrous Homogeneous		20% Ca Carbonate 50% Matrix 30% Non-fibrous (Other)	None Detected
23YES-115-01B-Mastic <small>092321335-0002C</small>	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 18 - SOUTH SIDE CENTER	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile

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**EMSL Order:** 092321335  
**Customer ID:** YWEL75  
**Customer PO:** 23YES-115  
**Project ID:**

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-01C-Carpet  092321335-0003	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 36 - SOUTH SIDE CENTER	Gray/Red Fibrous Homogeneous	95% Synthetic	5% Non-fibrous (Other)	None Detected
23YES-115-01C-Glue  092321335-0003A	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 36 - SOUTH SIDE CENTER	Clear Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-01C-Floor Tile  092321335-0003B	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 36 - SOUTH SIDE CENTER	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 60% Matrix 22% Non-fibrous (Other)	3% Chrysotile
23YES-115-01C-Mastic  092321335-0003C	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE & BLACK MASTIC - ROOM 36 - SOUTH SIDE CENTER	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-02A-Floor Tile 1  092321335-0004	12" CREAM OATMEAL FLOOR TILE & BLACK MASTIC OVER FLOOR TILE & BLACK MASTIC - ROOM 16 - WEST SIDE NORTH END	Beige Non-Fibrous Homogeneous		20% Ca Carbonate 60% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-02A-Mastic 1  092321335-0004A	12" CREAM OATMEAL FLOOR TILE & BLACK MASTIC OVER FLOOR TILE & BLACK MASTIC - ROOM 16 - WEST SIDE NORTH END	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-02A-Floor Tile 2  092321335-0004B	12" CREAM OATMEAL FLOOR TILE & BLACK MASTIC OVER FLOOR TILE & BLACK MASTIC - ROOM 16 - WEST SIDE NORTH END	Tan Non-Fibrous Homogeneous		20% Ca Carbonate 60% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-02A-Mastic 2  092321335-0004C	12" CREAM OATMEAL FLOOR TILE & BLACK MASTIC OVER FLOOR TILE & BLACK MASTIC - ROOM 16 - WEST SIDE NORTH END	Black Non-Fibrous Homogeneous	2% Cellulose	80% Matrix 15% Non-fibrous (Other)	3% Chrysotile



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EMSL Order: 092321335  
 Customer ID: YWEL75  
 Customer PO: 23YES-115  
 Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-03A-Carpet  092321335-0005	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 28 - CENTER	Gray/Red Fibrous Homogeneous	95% Synthetic	5% Non-fibrous (Other)	None Detected
23YES-115-03A-Glue  092321335-0005A	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 28 - CENTER	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-03A-Floor Tile  092321335-0005B	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 28 - CENTER	Tan Non-Fibrous Homogeneous		10% Ca Carbonate 60% Matrix 27% Non-fibrous (Other)	3% Chrysotile
23YES-115-03A-Mastic 1  092321335-0005C	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 28 - CENTER	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-03A-Felt  092321335-0005D	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 28 - CENTER	Gray/White/Black Fibrous Homogeneous	85% Cellulose	10% Matrix 5% Non-fibrous (Other)	None Detected
23YES-115-03A-Mastic 2  092321335-0005E	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 28 - CENTER	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-03B-Carpet  092321335-0006	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 22 - NORTHWEST AREA	Gray/Red Fibrous Homogeneous	95% Synthetic	5% Non-fibrous (Other)	None Detected
23YES-115-03B-Glue  092321335-0006A	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 22 - NORTHWEST AREA	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-03B-Floor Tile  092321335-0006B	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 22 - NORTHWEST AREA	Tan Non-Fibrous Homogeneous		10% Ca Carbonate 60% Matrix 27% Non-fibrous (Other)	3% Chrysotile
23YES-115-03B-Mastic  092321335-0006C	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 22 - NORTHWEST AREA	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected

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EMSL Order: 092321335  
Page 35 of 25

Customer ID: YWEL75

Customer PO: 23YES-115

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-03B-Felt  092321335-0006D	RED/GREY MULTI CARPET & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 22 - NORTHWEST AREA	Black Fibrous Homogeneous	85% Cellulose	10% Matrix 5% Non-fibrous (Other)	None Detected
23YES-115-04A-Floor Tile  092321335-0007	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - NORTHWEST AREA	Beige Non-Fibrous Homogeneous		20% Ca Carbonate 60% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-04A-Mastic 1  092321335-0007A	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - NORTHWEST AREA	Brown/Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-04A-Mastic 2  092321335-0007B	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - NORTHWEST AREA	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-04A-Leveler  092321335-0007C	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - NORTHWEST AREA	White Non-Fibrous Homogeneous		60% Gypsum 40% Non-fibrous (Other)	None Detected
23YES-115-04B-Floor Tile  092321335-0008	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - SOUTHWEST AREA	Beige Non-Fibrous Homogeneous		20% Ca Carbonate 60% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-04B-Mastic 1  092321335-0008A	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - SOUTHWEST AREA	Brown/Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-04B-Mastic 2  092321335-0008B	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - SOUTHWEST AREA	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-04B-Leveler  092321335-0008C	12" TAN WITH YELLOW & BROWN STREAKS FLOOR TILE & BLACK MASTIC - ROOM 29 - SOUTHWEST AREA	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-05A-Floor Tile  092321335-0009	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 37 IMC - CENTER AT DAMAGE (UNDER CARPET)	Tan Non-Fibrous Homogeneous		80% Matrix 18% Non-fibrous (Other)	2% Chrysotile

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**EMSL Order:** 092321335  
**Customer ID:** YWEL75  
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**Project ID:**

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-05A-Mastic  092321335-0009A	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 37 IMC - CENTER AT DAMAGE (UNDER CARPET)	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-05B-Floor Tile  092321335-0010	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 339 - SOUTH SIDE CENTER (UNDER CARPET)	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 60% Matrix 23% Non-fibrous (Other)	2% Chrysotile
23YES-115-05B-Mastic 1  092321335-0010A	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 339 - SOUTH SIDE CENTER (UNDER CARPET)	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-05B-Leveler  092321335-0010B	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 339 - SOUTH SIDE CENTER (UNDER CARPET)	White Non-Fibrous Homogeneous		60% Ca Carbonate 15% Matrix 25% Non-fibrous (Other)	None Detected
<i>Result includes a small amount of inseparable attached material</i>					
23YES-115-05B-Mastic 2  092321335-0010C	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 339 - SOUTH SIDE CENTER (UNDER CARPET)	White Non-Fibrous Homogeneous		70% Matrix 30% Non-fibrous (Other)	None Detected
23YES-115-05C-Floor Tile  092321335-0011	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 42 - SOUTH SIDE CENTER	Tan Non-Fibrous Homogeneous		10% Ca Carbonate 70% Matrix 17% Non-fibrous (Other)	3% Chrysotile
23YES-115-05C-Mastic  092321335-0011A	CONCEALED FLOOR TILE & BLACK MASTIC - ROOM 42 - SOUTH SIDE CENTER	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-06A-Floor Tile  092321335-0012	CONCEALED TAN TILE & BLACK MASTIC - ROOM 35 - NORTHEAST AREA (UNDER 12" VFT)	Tan Non-Fibrous Homogeneous		10% Ca Carbonate 60% Matrix 28% Non-fibrous (Other)	2% Chrysotile
23YES-115-06A-Mastic  092321335-0012A	CONCEALED TAN TILE & BLACK MASTIC - ROOM 35 - NORTHEAST AREA (UNDER 12" VFT)	Black Non-Fibrous Homogeneous		80% Matrix 17% Non-fibrous (Other)	3% Chrysotile
23YES-115-07A-Floor Tile  092321335-0013	12" CREAM OATMEAL FLOOR TILE & YELLOW GLUE - ROOM 39A - WEST SIDE CENTER	Beige Non-Fibrous Homogeneous		20% Ca Carbonate 60% Matrix 18% Non-fibrous (Other)	2% Chrysotile

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EMSL Order: 092321335 Page 36 of 25  
 Customer ID: YWEL75  
 Customer PO: 23YES-115  
 Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-07A-Glue  092321335-0013A	12" CREAM OATMEAL FLOOR TILE & YELLOW GLUE - ROOM 39A - WEST SIDE CENTER	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-08A-Sheet Flooring  092321335-0014 <i>This is a composite result of both vinyl and backing layer</i>	CREAM MOSAIC SHEET FLOORING & GLUE - ROOM 34 - NORTHWEST AREA	Gray/Tan Fibrous Homogeneous	15% Cellulose	10% Ca Carbonate 60% Matrix 15% Non-fibrous (Other)	None Detected
23YES-115-08A-Glue  092321335-0014A	CREAM MOSAIC SHEET FLOORING & GLUE - ROOM 34 - NORTHWEST AREA	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-09A-Floor Tile  092321335-0015	24" GREY WITH BLUE STREAKS FLOOR TILE & YELLOW GLUE - CCS - NORTHEAST ROOM - WEST SIDE CENTER	Gray/Blue Non-Fibrous Homogeneous		5% Quartz 15% Ca Carbonate 60% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-09A-Glue  092321335-0015A	24" GREY WITH BLUE STREAKS FLOOR TILE & YELLOW GLUE - CCS - NORTHEAST ROOM - WEST SIDE CENTER	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-09A-Cemen- titous Material  092321335-0015B	24" GREY WITH BLUE STREAKS FLOOR TILE & YELLOW GLUE - CCS - NORTHEAST ROOM - WEST SIDE CENTER	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
23YES-115-10A-Baseb- oard  092321335-0016	4" CREAM BASEBOARDS AND WHITE & YELLOW GLUE - ROOM 17 - WEST SIDE NORTH END	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-10A-Glue 1  092321335-0016A	4" CREAM BASEBOARDS AND WHITE & YELLOW GLUE - ROOM 17 - WEST SIDE NORTH END	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-10A-Glue 2  092321335-0016B	4" CREAM BASEBOARDS AND WHITE & YELLOW GLUE - ROOM 17 - WEST SIDE NORTH END	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-10A-Paint 1  092321335-0016C	4" CREAM BASEBOARDS AND WHITE & YELLOW GLUE - ROOM 17 - WEST SIDE NORTH END	Red Non-Fibrous Homogeneous		90% Matrix 10% Non-fibrous (Other)	None Detected

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**EMSL Order:** 092321335  
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**Project ID:**

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-10A-Paint 2  092321335-0016D	4" CREAM BASEBOARDS AND WHITE & YELLOW GLUE - ROOM 17 - WEST SIDE NORTH END	White Non-Fibrous Homogeneous		90% Matrix 10% Non-fibrous (Other)	None Detected
23YES-115-10B-Baseboard  092321335-0017	4" CREAM BASEBOARDS & WHITE GLUE - ROOM 26 - NORTHEAST AREA	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-10B-Glue  092321335-0017A	4" CREAM BASEBOARDS & WHITE GLUE - ROOM 26 - NORTHEAST AREA	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-10C-Baseboard  092321335-0018	4" CREAM BASEBOARDS & WHITE GLUE - INTERCONNECTING HALLWAY OF ROOMS 34 & 34 - EAST SIDE AT DOORWAY	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-10C-Glue  092321335-0018A	4" CREAM BASEBOARDS & WHITE GLUE - INTERCONNECTING HALLWAY OF ROOMS 34 & 34 - EAST SIDE AT DOORWAY	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-10C-Compound  092321335-0018B	4" CREAM BASEBOARDS & WHITE GLUE - INTERCONNECTING HALLWAY OF ROOMS 34 & 34 - EAST SIDE AT DOORWAY	Red Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
23YES-115-11A-Baseboard 1  092321335-0019	4" GREY & 3" CREAM BASEBOARDS AND GLUES - ROOM 39A - WEST CENTER AT ENTRY	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-11A-Baseboard 2  092321335-0019A	4" GREY & 3" CREAM BASEBOARDS AND GLUES - ROOM 39A - WEST CENTER AT ENTRY	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-11A-Glue 1  092321335-0019B	4" GREY & 3" CREAM BASEBOARDS AND GLUES - ROOM 39A - WEST CENTER AT ENTRY	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected

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## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23YES-115-11A-Glue 2  092321335-0019C	4" GREY & 3" CREAM BASEBOARDS AND GLUES - ROOM 39A - WEST CENTER AT ENTRY	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-12A-Floor Tile 1  092321335-0020	12" CREAM OATMEAL FLOOR TILE & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 26 - NORTH SIDE UNDER CABINET	Beige Non-Fibrous Homogeneous		20% Ca Carbonate 60% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-12A-Glue  092321335-0020A	12" CREAM OATMEAL FLOOR TILE & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 26 - NORTH SIDE UNDER CABINET	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-12A-Mastic 1  092321335-0020B	12" CREAM OATMEAL FLOOR TILE & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 26 - NORTH SIDE UNDER CABINET	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-12A-Floor Tile 2  092321335-0020C	12" CREAM OATMEAL FLOOR TILE & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 26 - NORTH SIDE UNDER CABINET	Tan Non-Fibrous Homogeneous	5% Wollastonite	15% Ca Carbonate 60% Matrix 17% Non-fibrous (Other)	3% Chrysotile
23YES-115-12A-Mastic 2  092321335-0020D	12" CREAM OATMEAL FLOOR TILE & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 26 - NORTH SIDE UNDER CABINET	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
23YES-115-12A-Felt  092321335-0020E	12" CREAM OATMEAL FLOOR TILE & GLUE OVER FLOOR TILE, BLACK MASTIC & FELT - ROOM 26 - NORTH SIDE UNDER CABINET	Black Fibrous Homogeneous	85% Cellulose	10% Matrix 5% Non-fibrous (Other)	None Detected

Initial report from: 10/03/2023 17:46:33



# EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Tel/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / [sanleandrolab@emsl.com](mailto:sanleandrolab@emsl.com)

EMSL Order: 092321335

Page 49 of 25

Customer ID: YWEL75

Customer PO: 23YES-115

Project ID:

Analyst(s)

Stacy Trinh Le (72)

Cecilia Yu, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA NVLAP Lab Code 101048-3, WA C884

Initial report from: 10/03/2023 17:46:33





Attachment C – Consultant & Laboratory Certifications

DEPARTMENT OF INDUSTRIAL RELATIONS

**Division of Occupational Safety and Health-Asbestos Certification**

1750 Howe Avenue, Suite 460

Sacramento, CA 95825

(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> [actu@dir.ca.gov](mailto:actu@dir.ca.gov)

903034500C

324

326

December 07, 2022

**Kristy L Yowell**  
**13708 Carpaccio Lane**  
**Bakersfield CA 93306**

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/ mailing information within 15 days of the change.

Sincerely,

*Eric Berg*

Eric Berg  
 Deputy Chief of Health

Attachment: Certification Card

cc: File

Renewal – Card Attached





STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00004640	2/9/2024
	Lead Supervisor	LRC-00004639	2/9/2024

**Kristy Yowell**

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual’s photo and name to another valid form of government issued photo identification. Verify the individual’s certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD

United States Department of Commerce  
National Institute of Standards and Technology



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# Certificate of Accreditation to ISO/IEC 17025:2017

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**NVLAP LAB CODE: 101048-3**

**EMSL Analytical, Inc.**

San Leandro, CA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

---

2023-07-01 through 2024-06-30

*Effective Dates*



A handwritten signature in blue ink, reading "Dana S. Haman".

---

*For the National Voluntary Laboratory Accreditation Program*

**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**EMSL Analytical, Inc.**

464 McCormick St.  
San Leandro, CA 94577  
Cecilia Yu  
Phone: 510-895-3675  
Email: cyu@emsl.com  
http://www.emsl.com

**ASBESTOS FIBER ANALYSIS**

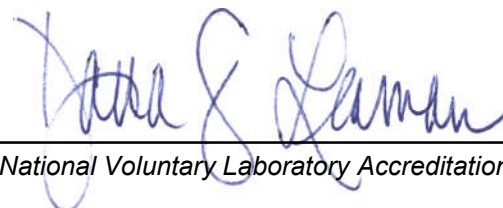
**NVLAP LAB CODE 101048-3**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

**BID FORM AND PROPOSAL**

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 24237.00-33-DM, for the following project known as:

**McKinley Elementary School Abatement, Flooring, Painting, & Tackboard**

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<b><i>BASE BID</i></b>	dollars	\$ _____
------------------------	---------	----------

**Additive/Deductive Alternates: None**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Additional Detail Regarding Calculation of Base Bid**

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification (mandatory for BP-01, BP-02, BP-03, BP-04)
  - Non-Collusion Declaration
7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a \_\_\_\_\_ license.
9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
12. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Taxpayer Identification No. of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Page: \_\_\_\_\_



Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

END OF DOCUMENT

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_, as Principal ("Principal"),  
and \_\_\_\_\_, as  
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of  
the State of California and authorized to do business as a surety in the State of California,  
are held and firmly bound unto the Bakersfield City School District ("District") of Kern  
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the  
Base Bid plus alternates, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly  
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a  
bid to the District for all Work specifically described in the accompanying bid for the  
following project: McKinley Elementary School Abatement, Flooring, Painting & Tackboard  
("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner  
required under the Contract Documents, after the prescribed forms are presented to  
Principal for signature, enters into a written contract, in the prescribed form in accordance  
with the bid, and files two bonds, one guaranteeing faithful performance and the other  
guaranteeing payment for labor and materials as required by law, and meets all other  
conditions to the Contract between the Principal and the Obligee becoming effective, or if  
the Principal shall fully reimburse and save harmless the Obligee from any damage  
sustained by the Obligee through failure of the Principal to enter into the written contract  
and to file the required performance and labor and material bonds, and to meet all other  
conditions to the Contract between the Principal and the Obligee becoming effective, then  
this obligation shall be null and void; otherwise, it shall be and remain in full force and  
effect. The full payment of the sum stated above shall be due immediately if Principal fails  
to execute the Contract within fourteen (14) days of the date of the District's Notice of  
Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Contract or the call for bids, or to the work to be  
performed thereunder, or the specifications accompanying the same, shall in any way affect  
its obligation under this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of the Contract or the call for bids, or  
to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**DESIGNATED SUBCONTRACTORS LIST**  
**(Public Contact Code Sections 4100-4114)**

**PROJECT: McKinley Elementary School Abatement, Flooring, Painting & Tackboard**

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**SITE VISIT CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
IF SITE VISIT WAS MANDATORY

PROJECT: McKinley Elementary School Abatement, Flooring, Painting & Tackboard

Check option that applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

\_\_\_\_\_ I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Bakersfield City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.  
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT



**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting & Tackboard / 24237.00-33-DM between the Bakersfield City School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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 by one or more insurers duly authorized to write compensation insurance in this state; and/or
- 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 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.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting & Tackboard / 24237.00-33-DM between the Bakersfield City School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder")  
\_\_\_\_\_  
("Contract" or "Project").

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, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF DOCUMENT

**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting & Tackboard / 24237.00-33-DM between the Bakersfield City School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids. This form must be provided to the District no later than four (4) calendar days after bid opening.**

**PART I – Method of Compliance with DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<b>A.</b> <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
<b>B.</b> <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
<b>C.</b> <input type="checkbox"/> <b>NOT</b> disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<b>D.</b> <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

\* A DVBE letter from OSDS is obtained from the participating DVBE.

**You must complete the following table to show the dollar amount of DVBE participation:**

	<b>TOTAL CONTRACT PRICE</b>
<b>A.</b> Prime Bidder, if DVBE (own participation)	\$
<b>B.</b> DVBE Subcontractor or Supplier	
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	
<b>C.</b> Subtotal (A & B)	
<b>D.</b> Non-DVBE	
<b>E.</b> Total Bid	

**PART II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
<b>1.</b> The District, if any			*
<b>2.</b> OSDS, provides assistance locating DVBEs at <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>	(916) 375-4940		*
<b>3.</b> DVBE Organization (List)			*

\*Write "recorded message" in this column, if applicable.

**PART III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

**PART IV – DVBE Solicitations.** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "YES" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSDS		
was <b>NOT</b> selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, \_\_\_\_\_, certify that I am the bidder's \_\_\_\_\_ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting & Tackboard / 24237.00-33-DM between the Bakersfield City School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder")  
\_\_\_\_\_  
("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.

- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF DOCUMENT



**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting & Tackboard / 24237.00-33-DM between the Bakersfield City School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder")  
\_\_\_\_\_  
("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF DOCUMENT

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting & Tackboard / 24237.00-33-DM between the Bakersfield City School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder")  
\_\_\_\_\_  
("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/  
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting & Tackboard / 24237.00-33-DM between the Bakersfield City School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder")  
\_\_\_\_\_  
("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I 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 (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), 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 ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, 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 DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

**A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or**

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CONTINUED ON NEXT PAGE]

**ATTACHMENT "A"**

**List of Employees/Subcontractors**

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

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**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT



**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**

PROJECT: McKinley Elementary School Abatement, Flooring, Painting & Tackboard /  
24237.00-33-DM

Date Submitted (for Updates): \_\_\_\_\_

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**NOTICE OF AWARD**

Dated: \_\_\_\_\_ 20\_\_

To: \_\_\_\_\_ (Contractor)

\_\_\_\_\_  
(Address)

From: Governing Board ("Board") of the Bakersfield City School District ("District")

Re: McKinley Elementary School Abatement, Flooring, Painting & Tackboard,

Project No. 24237.00-33-DM ("Project"). Bid Package #: \_\_\_\_\_

Contractor has been awarded the Contract for the above-referenced Project on \_\_\_\_\_, 20\_\_, by action of the District's Board.

The Contract Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and includes alternates \_\_\_\_\_.

Two (2) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within **FOURTEEN (14)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **FOURTEEN (14th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Insurance Certificates and Endorsements as required.
- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Disabled Veteran Business Enterprise Participation Certification.
- h. Drug-Free Workplace Certification.
- i. Tobacco-Free Environment Certification.

- j. Hazardous Materials Certification.
- k. Lead-Based Materials Certification.
- l. Criminal Background Investigation/Fingerprinting Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

**BAKERSFIELD CITY SCHOOL DISTRICT**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by and between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

McKinley Elementary School Abatement, Flooring, Painting & Tackboard /  
24237.00-33-DM

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed per attachment C Baseline Bid Schedule (\_\_\_\_\_) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of one thousand dollars (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost

profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type \_\_\_\_\_ Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall



timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**[CONTRACTOR NAME]**

**BAKERSFIELD CITY SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
("Contractor")

ADDRESS: \_\_\_\_\_

PROJECT/CONTRACT NO.: McKinley Elementary School Abatement, Flooring, Painting, Flooring / 24237.00-33-DM between the Bakersfield City School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is \_\_\_\_\_, 20\_\_.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

Thank you. We look forward to a very successful Project.

**BAKERSFIELD CITY SCHOOL DISTRICT**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and \_\_\_\_\_ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

McKinley Elementary School Abatement, Flooring, Painting & Tackboard /  
24237.00-33-DM

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly

keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____	Principal	_____	Surety
_____	By	_____	By
		_____	Name of California Agent of Surety
		_____	Address of California Agent of Surety
		_____	Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% Of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

McKinley Elementary School Abatement, Flooring, Painting & Tackboard /  
24237.00-33-DM

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of

the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____	_____
Principal	Surety
_____	_____
By	By
	_____
	Name of California Agent of Surety
	_____
	Address of California Agent of Surety
	_____
	Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT



**PROPOSED CHANGE ORDER FORM**

Bakersfield City School District  
 1501 Feliz Drive  
 Bakersfield, CA 93307

<b>PCO NO.:</b>

**Project:** McKinley Elementary School Abatement, Flooring, Painting & Tackboard **Date:** \_\_\_\_\_  
**Bid No.:** 24237.00-33-DM  
**RFI #:** \_\_\_\_\_

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers’ invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(j)	<b><u>Subtotal</u></b>		
(k)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (j)		
(l)	<b><u>TOTAL</u></b>		
(m)	<b><u>Time</u></b> (zero unless indicated; “TBD” not permitted)	_____	<b>Calendar Days</b>

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	<b>WORK PERFORMED BY CONTRACTOR</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Add General Conditions</b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b>Subtotal</b>		
(f)	<b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<b>Subtotal</b>		
(h)	<b>Add Bond and Insurance</b> , not to exceed two percent (2%) of Item (g)		
(i)	<b>TOTAL</b>		
(j)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	_____ <b>Calendar Days</b>	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

END OF DOCUMENT

**CHANGE ORDER FORM**

Bakersfield City School District  
 1501 Feliz Drive  
 Bakersfield, CA 93307

<b>CHANGE ORDER NO.:</b>

**CHANGE ORDER**

**Project: McKinley Elementary School Abatement, Flooring, Painting & Tackboard**     **Date:** \_\_\_\_\_  
**Bid No.: 24237.00-33-DM**

The following parties agree to the terms of this Change Order:

**Owner:** \_\_\_\_\_  
 [Name / Address]  
 \_\_\_\_\_  
 \_\_\_\_\_

**Contractor:** \_\_\_\_\_  
 [Name / Address]  
 \_\_\_\_\_  
 \_\_\_\_\_

**Architect: N/A**  
 [Name / Address]  
 \_\_\_\_\_  
 \_\_\_\_\_

**Project Inspector: N/A**  
 [Name / Address]  
 \_\_\_\_\_  
 \_\_\_\_\_

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows:  Previous Completion Date: __[Date]  _____ [#] Calendar Days Extension (zero unless otherwise indicated)  Current Completion Date: __[Date]		Original Contract Amount:	\$
		Amount of Previously Approved Change Order(s):	\$
		Amount of this Change Order:	\$
		Contract Amount:	\$

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for



**GUARANTEE FORM**

\_\_\_\_\_ ("Contractor") hereby agrees that the \_\_\_\_\_  
\_\_\_\_\_ ("Work" of Contractor) which Contractor has installed for the Bakersfield City  
School District ("District") for the following project:

**PROJECT: McKinley Elementary School Abatement, Flooring, Painting & Tackboard /  
24237.00-33-DM**

("Project" or "Contract") has been performed in accordance with the requirements of the  
Contract Documents and that the Work as installed will fulfill the requirements of the  
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be  
defective in workmanship or material together with any other adjacent Work that may be  
displaced in connection with such replacement within a period of one year(s) from the date  
of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary  
wear and tear and unusual abuse or neglect excepted. The date of completion is  
\_\_\_\_\_, 20\_\_.

In the event of the undersigned's failure to comply with the above-mentioned conditions  
within a reasonable period of time, as determined by the District, but not later than seven  
(7) days after being notified in writing by the District, the undersigned authorizes the  
District to proceed to have said defects repaired and made good at the expense of the  
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representatives to be contacted for service subject to terms of Contract:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

END OF DOCUMENT