

09s-CONSTRUCTION AGREEMENT
[Small Projects]

THIS AGREEMENT is between the BAKERSFIELD CITY SCHOOL DISTRICT ("OWNER") and MICHAEL FLOORING, INC. ("CONTRACTOR"). OWNER and CONTRACTOR agree as follows:

1. Project. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III (19123.02-46) BP-15 FLOORING ("Project").

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Time for Performance. CONTRACTOR shall commence work on the Project on the date stated in the OWNER's Notice to Proceed and shall complete the Project within [in accordance with the bid schedule included herein] calendar days after that. Time is of the essence in this Agreement.

3. Contract Price. Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of \$210,300.00.

4. Payments.

A. Duration of Contract:

(1) Less than 60 Days: CONTRACTOR shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of OWNER. CONTRACTOR shall be paid the remaining five (5) percent of the

Contract Price within 35 days following the recording of a Notice of Completion.

(2) 60 Days or Greater: CONTRACTOR shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. OWNER may also deduct from such payments any amounts deemed due from CONTRACTOR. These monthly payments shall be made only on the basis of estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and OWNER shall have the right to subsequently correct any error made in any estimate for payment. CONTRACTOR shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

B. From the payments specified in Paragraph A, OWNER may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by OWNER.

5. Submission of Bonds and Certificates. The CONTRACTOR shall not commence any work on the Project until it has submitted to OWNER all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to OWNER within ten days following award of this contract.

6. Insurance. CONTRACTOR shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

B. CONTRACTOR shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming OWNER as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to OWNER at least 30 days prior to cancellation or material change in the form of such policy(ies). CONTRACTOR shall furnish OWNER with certificates for insurance containing the endorsements required under this section, and OWNER shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

(2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")

(3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The CONTRACTOR shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the CONTRACTOR shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

(3) A certificate from the county clerk of the county in which the OWNER is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

9. Indemnification. CONTRACTOR shall indemnify and hold harmless OWNER, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of OWNER.

B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER's property, if the liability arose due to the negligence or willful

misconduct of anyone employed by CONTRACTOR, either directly or by independent contract.

At CONTRACTOR's own expense, cost, and risk, CONTRACTOR shall defend at the OWNER's request any and all actions, suits, or other proceedings that may be brought or instituted against OWNER, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against OWNER, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. Termination of Contract. Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven day's written notice to CONTRACTOR, OWNER may, without prejudice to any other rights or remedies afforded OWNER by law or by this Agreement, terminate the services of CONTRACTOR under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method OWNER may deem expedient. CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, CONTRACTOR shall forfeit and pay to OWNER the sum of \$1,000.00 per calendar day which shall be deducted from any payments due to or to become due to CONTRACTOR. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it

necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. On completion of the Project, CONTRACTOR shall remove all debris and surplus materials from the project site.

13. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either OWNER or the CONTRACTOR by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed 1501 Feliz Drive, California, or to the CONTRACTOR at 4620 E. Olive St., Fresno, California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

14. Assignment. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

15. Guarantee. CONTRACTOR guarantees all project work for a period of one year after the acceptance of the work by OWNER, and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials.

16. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined

by the Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

It is the responsibility of CONTRACTOR to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

17. Apprentices. If applicable, CONTRACTOR shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

18. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTRACTOR shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

19. Laws and Regulations. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

20. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by CONTRACTOR.

21. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by CONTRACTOR.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted,

upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

23. Contractor's License and DIR Registration . In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov//dlse/dlsePublicWorks.html>.

24. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

A. CONTRACTOR shall promptly, and before the following conditions are disturbed, provide written notice to OWNER if CONTRACTOR finds any of the following conditions:

(1) Material that CONTRACTOR believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

(3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which CONTRACTOR generally performs.

B. In the event that CONTRACTOR notifies OWNER that CONTRACTOR has found any of the conditions specified in subparagraphs (a), (b) or (c) above, OWNER shall promptly investigate the condition(s). If OWNER finds that the conditions are materially different or that a hazardous waste is present at the site which will affect CONTRACTOR's cost of, or the time required for, performance of the Agreement, OWNER shall issue a change order in accordance with the procedures set forth in this Agreement.

C. In the event that a dispute arises between OWNER and CONTRACTOR regarding any of the matters specified in Paragraph (2) above, CONTRACTOR

shall proceed with all work to be performed under the Agreement and CONTRACTOR shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, CONTRACTOR retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

25. Claims.

A. Public works claims of \$375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000-\$375,000 claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

C. OWNER's written response to the claim shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the

Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:

- (1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.
- (2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.
- (3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

(4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Agreement nor stop progress of the work, and CONTRACTOR's sole remedy shall be the procedures set forth in this section.

26. Fingerprinting Workers.

A. CONTRACTOR shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the CONTRACTOR and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER pupils, application shall be made to the OWNER for a determination on that question. The determination by OWNER shall be final.

C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

27. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at Bakersfield , Kern County, California.

DATED: 1/25/23

OWNER

Sherry Gladin

*By: SHERRY GLADIN
Title: Assistant Superintendent, Business Services
Address: 1300 Baker Street
Bakersfield, CA, 93305

DATED: 1/31/23

CONTRACTOR

By: *Benny Michael*
Title: *President*
Address: *6500 District Blvd*
Bakersfield, CA 93313

Contractor's License No. *874-947*

Contractor's DIR Registration No. *1000017164*

***Important Notice:** California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

12-PAYMENT BOND

Bond No.: CAC720508

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT, (referred to as "Owner"), has awarded to Michael Flooring, Inc., (referred to as the "Contractor/ Principal") a contract for the work described as follows: Bessie Owens Jr. High Modernization - Phase III (#19123.02-46), Bid Package # 15, Flooring & Moisture Barrier.

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and Merchants Bonding Company(Mutual) as Surety, are held firmly bound unto Owner in the penal sum of * Dollars (\$ 210,300.00), lawful money of the United States of America 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.

* Two Hundred Ten Thousand Three Hundred Dollars no/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials 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 due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety Merchants Bonding Company
6700 Westown Parkway, West Des Moines IA 50266

Name & address of agent or representative in California, if different than above Pacific Diversified Insurance
363 Civic Dr., Ste 100, Pleasant Hill CA 94523

Telephone # of Surety, or agent or representative in California (925) 686-2860

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 6th day of February, 2023.

[SEAL]



Michael Flooring, Inc.
Contractor/Principal
By: [Signature]
Signature

Benny Michael
Print Name Above

President
Print Title Above
Merchants Bonding Company (Mutual)

Surety:
By: [Signature]
Signature Steven A. Callaway

Print Name Above

Attorney-in-fact

Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

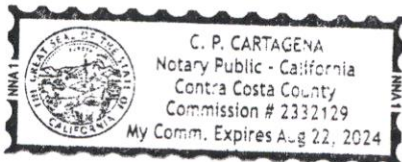
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On February 6, 2023 before me, C.P. Cartagena, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven A. Callaway
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature C.P. Cartagena
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document Michael Flooring Inc Parkerfield City School Dist?
Title or Type of Document: 12 Pmt Bond Document Date: Feb 6, 2023
Number of Pages: 5 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Callaway
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Michelle D Stanwood; Steven A Callaway; Theresa R Baner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

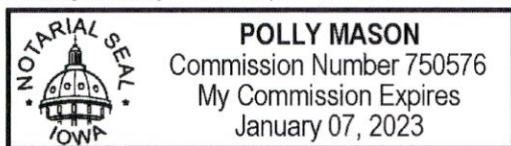


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of February 2023.



William Warner Jr.
Secretary

13-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT (referred to as "Owner"), has awarded to Michael Flooring, Inc. (referred to as "Contractor/Principal") a contract for the work described as follows: Bessie Owens Jr. High Modernization- Phase III (#19123.02-46), Bid Package # 15, Flooring & Moisture Barrier.

NOW, THEREFORE, we, the Contractor/Principal and Merchants Bonding Company(Mutual), Surety, are held firmly bound unto Owner in the penal sum of \$ * 210,300.00 Dollars (\$ 210,300.00), lawful money of the United States of America 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.

* Two Hundred Ten Thousand Three Hundred Dollars

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the

contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety:

Merchants Bonding Company 6700 Westown Parkway, West Des Moines IA 50266

Name and address of agent or representative in California, if different than above:

Pacific Diversified Insurance 363 Civic Dr., Ste 100 Pleasant Hill CA 94526

Telephone number of Surety, or agent or representative in California:

(925) 686-2860

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 6th day of February, 2023.

[SEAL]

Michael Flooring, Inc.
CONTRACTOR/PRINCIPAL

By _____
Signature

Benny Michael
Type or Print Name Above

President

Type of Print Title Above

Merchants Bonding Company (Mutual)
SURETY

By  _____
Signature

Steven A. Callaway

Type or Print Name Above

Attorney-in-fact

Type of Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

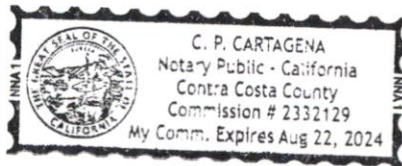
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On February 6, 2023 before me, C.P. Cartagena, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven A. Callaway
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature C.P. Cartagena
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document Michael Flooring Inc Bakersfield City Shop Dist
Title or Type of Document: B Performance Bond Document Date: Feb. 6, 2023
Number of Pages: 5 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Callaway
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Michelle D Stanwood; Steven A Callaway; Theresa R Baner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

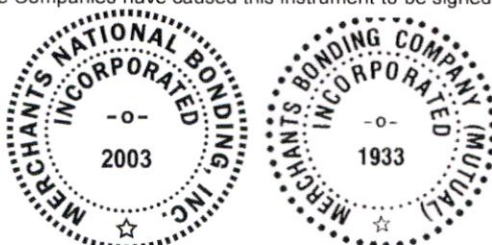
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

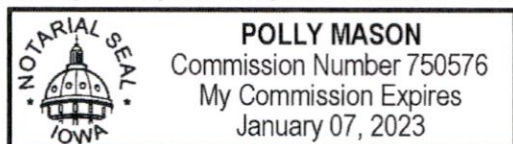


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of February 2023.



William Warner Jr.
Secretary

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above
MICHAEL FLOORING INC

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

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

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

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

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
6500 DISTRICT BLVD

6 City, state, and ZIP code
BAKERSFIELD, CA 93313

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
2	6	-	1	9	3	8	8	2	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶

Date ▶ 2/8/23

General Instructions

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

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

Purpose of Form

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

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

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

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

14-WORKERS' COMPENSATION CERTIFICATE

PROJECT TITLE: BID #: BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III
(#19123.02-46)

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

Labor Code Section 3700 provides:

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

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

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, 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 or her employees.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 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 and during the performance of the work on this Project.

MICHAEL FLOORING INC

Print Name of Contractor Above

By:

BENNY MICHAEL

Print Name Above

Title: PRESIDENT

Date: 2-8-2023

[In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.]

16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

Bakersfield City School District (referred to as "Owner")
Bessie Owens Jr. High Modernization - Phase III (#19123.02-46) (Project Identification)

I, Benny Michael, am an
[type or print name]

- [check one]*
- Owner of the company named below
 - Partner of the partnership named below
 - President or CEO of the corporation named below
 - Principal of the joint venture named below
 - Other *[specify]*

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more]*
- [For compliance with Education Code Section 45125.2(a)(1)]*
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
 - [For compliance with Education Code Section 45125.2(a)(2)]*
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
 - [For compliance with Education Code Section 45125.2(a)(3)]*
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
 - [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]*

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- [For compliance where there is limited contact or less with pupils]* That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

MICHAEL FLOORING INC

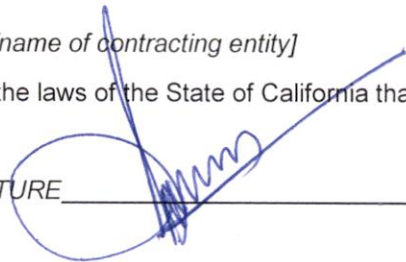
[name of contracting entity]

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

DATE:

2/8/2023

SIGNATURE _____



20-DRUG-FREE WORKPLACE CERTIFICATION

**PROJECT TITLE/BID #: BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III
(#19123.02-46)**

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services 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 awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency 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 work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract 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 substances 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 Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, 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 Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

MICHAEL FLOORING INC

Name of Contractor

Signature

BENNY MICHAEL

Print Name Above

PRESIDENT

Print Title Above

Date:

2/9/2023

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION STATEMENT

(submit with Agreement Documents)

(Copy on Company Letterhead if Available)

Date: 02/03/2023

**Bakersfield City School District
1501 Feliz Drive
Bakersfield, CA 93307**

Disabled Veteran Business Enterprise (DVBE) Participation Statement

Project: Bessie Owens Jr. High School Modernization – Phase III

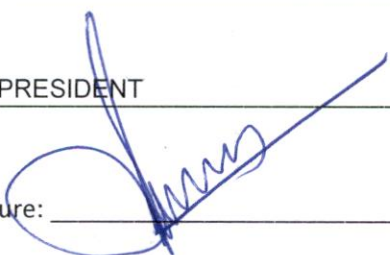
Our firm anticipates using Disabled Veteran Business Enterprise (DVBE)-supplied services/materials amounting to \$ 0.00 or 0 % on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/ individuals we anticipate using.

At the conclusion of the project we will report to the District the total dollar amount of DVBE participation (services/materials) used under our contract for this project, in compliance with the District's DVBE Policy No. 3323.

Company: MICHAEL FLOORING INC

Name: BENNY MICHAEL

Title: PRESIDENT

Signature: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2023

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

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

PRODUCER		CONTACT NAME: Kaitlin Randolph CISR	
James G. Parker Insurance		PHONE (A/C, No, Ext): (559) 241-7817	FAX (A/C, No): (559) 241-7837
License #0554959		E-MAIL ADDRESS: krandolph@jgparker.com	
P O Box 3947		INSURER(S) AFFORDING COVERAGE	
Fresno CA 93650		INSURER A : Regent Insurance Company	NAIC # 24449
INSURED		INSURER B : General Casualty Co of Wisconsin	24414
Michael Flooring Inc		INSURER C : Falls Lake Fire and Casualty Co	15884
6500 District Blvd		INSURER D :	
Bakersfield CA 93313		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 22-23 GL BA WC UMB**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	BPK000893602	10/09/2022	10/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	BCA000567302	10/09/2022	10/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BUM000813502	10/09/2022	10/09/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	FLA01548502	10/09/2022	10/09/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Owens Jr High Modernization, Phase III Project #19123.02-46 - Bakersfield City School District, IBI Group, & Construction Inspection Services are included as additional insureds in regards to the general liability per the attached AHCG8608 0917. Additional insured status applies to the automobile liability per the attached AHCA8590 0917

CERTIFICATE HOLDER**CANCELLATION**

Bakersfield City School District 1300 Baker St Bakersfield CA 93305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. BROADENED WHO IS AN INSURED

Paragraph **A.1. Who Is an Insured** of **SECTION II — LIABILITY COVERAGE** is amended to include the following:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Each person or Organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is an Insured Provision contained in Section II of the coverage form. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

B. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

Paragraphs **A.2.a. (2)** and **A.2.a. (4) Coverage Extensions — Supplementary Payments** of **SECTION II — LIABILITY COVERAGE** are deleted and replaced with the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. FELLOW EMPLOYEE COVERAGE

Paragraph **B.5. Fellow Employee** Exclusion contained in **SECTION II — LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport employees.

This Fellow Employee Coverage is excess over any other collectible insurance.

D. POLLUTION LIABILITY — BROADENED COVERAGE FOR COVERED AUTOS

1. Liability Coverage is changed as follows:

- a. Paragraph **B.11.a.** of the **Pollution** Exclusion in **SECTION II — LIABILITY COVERAGE** applies only to liability assumed under a contract or agreement.
- b. With respect to the coverage afforded by Paragraph **1.a.** Above, Exclusion **B.6. Care, Custody or Control** of **SECTION II — LIABILITY** does not apply.

2. Changes in Definitions

For the purposes of this endorsement, Paragraph **D.** of **SECTION V — DEFINITIONS** is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Liability Coverage is subject to an Annual Aggregate Limit of Liability of \$100,000.

E. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, but only if there is no similar insurance available to that organization.

However:

1. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

2. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

- a. The 120th day after you acquire or form the organization, or
- b. The end of the policy period, whichever is earlier.

F. EXTENDED TOWING

Paragraph **A.2. Towing of SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced with the following:

We will pay for towing and labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is other than a private passenger type, a \$100 deductible will apply.

The most we will pay under this **EXTENDED TOWING** coverage is \$750 per occurrence.

G. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph **A.4. — Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE** is amended as follows:

a. Transportation Expenses

The amount we will pay for temporary transportation expense is increased to \$50 per day to a maximum of \$3,000.

b. Loss of Use Expenses

The amount we will pay for loss of use is increased to \$75 per day and to a maximum limit of \$1,000.

H. RENTAL REIMBURSEMENT

1. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of coverage you have on each covered "auto".
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$50 per day
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the paragraph **A.4. Coverage Extensions** in **SECTION III — PHYSICAL DAMAGE COVERAGE**.

No Deductible applies to this coverage.

I. AIRBAG COVERAGE

Exclusion **B.3.** in **SECTION III — PHYSICAL DAMAGE COVERAGE** is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

J. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT

1. Coverage

- a. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
- b. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any accessories used with the electronic equipment described in Paragraph **1.a.** above. However, this does not include tapes, records or discs.

2. Exclusions

The exclusions that apply to **SECTION III — PHYSICAL DAMAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

- a. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- b. Both:
 - (1). An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - (2). Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

3. Limit Of Insurance

With respect to coverage under this endorsement, the **Limit Of Insurance** provision of **SECTION III — PHYSICAL DAMAGE COVERAGE** is replaced by the following:

- a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - (1). The actual cash value of the damaged or stolen property as of the time of the "loss";
 - (2). The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3). \$1,500.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

4. Deductible

No deductible applies to this coverage.

The insurance provided by this extension is excess over any other collectible insurance.

K. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III — PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
 - (1) Are your property or that of a family member, and
 - (2) Are in a covered "auto" at the time of "loss".
 - (a). The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

This extension provides coverage only to a covered "auto".

L. PHYSICAL DAMAGE DEDUCTIBLE — SINGLE DEDUCTIBLE AND GLASS REPAIR

Paragraph D. Deductible in SECTION III — PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same occurrence, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

No deductible applies to glass damage if the glass is repaired rather than replaced.

M. PERSONAL EFFECTS COVERAGE

- 1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to \$600 for "personal effects" stolen with the "auto".

- 2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money, securities, radar or laser detectors, or tapes, records, discs or similar audio, visual or data electronic equipment.

No Deductible applies to this extension.

The insurance provided by this extension is excess over any other collectible insurance.

N. LOAN/LEASE PAYOFF COVERAGE

The SECTION III — PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

O. CUSTOM SIGNS AND DECORATIONS

In the event of a total loss to a vehicle insured for auto physical damage coverage on this policy, in addition to the ACV of the vehicle, we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

P. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage's provided are extended to "autos" you hire of like kind and use subject to the following limit:

The most we will pay for any one loss is the lesser of the following:

- 1. \$50,000 per accident,

2. Actual Cash Value, or
3. The cost of repair.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. This Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

Q. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

- a. In the event of "accident", claim, "suit" or "loss", you, your insurance manager or any other person you designate must give us or our authorized representative prompt notice of such "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident" or "loss" from your agent, servant, or "employee."

R. WAIVER OF SUBROGATION

SECTION IV — BUSINESS AUTO CONDITIONS— A. 5. Transfer of Rights of Recovery Against Others to Us is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

S. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2. Concealment, Misrepresentation Or Fraud** in **SECTION IV — BUSINESS AUTO CONDITIONS** is amended by adding the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

T. EXTENDED EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

Paragraph **B.5.b. Other Insurance** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

U. POLICY PERIOD, COVERAGE TERRITORY

Paragraph **B.7. Policy Period, Coverage Territory** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less; and

- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

V. DEFINITION OF BODILY INJURY AMENDED

Paragraph C. of SECTION V — DEFINITIONS is amended to include:

"Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury." However, no coverage is provided for mental anguish or mental injury absent physical injury.

None of the extensions provided under this coverage endorsement apply if coverage is more specifically identified elsewhere in the policy or endorsements, for which a premium charge is made or a higher limit is identified. Under no circumstances is any limit provided under this extension to be combined with a limit provided elsewhere in the policy or endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph **f.** of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to:
"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
 5. We have no duty to defend or indemnify an additional insured under this endorsement:
 - a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:
An additional insured under this endorsement will as soon as practicable:

Policy: BPK000893602

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.

2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.



Agenda Item Details

Meeting	Jan 24, 2023 - Meeting of the Bakersfield City School District Board of Education
Category	J. Consent Agenda
Subject	30. Request to Award Contract for Bid Package #15 Flooring, "Bessie Owens Jr. High Modernization - Phase III" (Lincoln Jr. High) - Fiscal Impact: Yes, \$210,300.00
Type	Action (Consent)
Preferred Date	Jan 24, 2023
Absolute Date	Jan 24, 2023
Fiscal Impact	Yes
Dollar Amount	210,300.00
Budgeted	Yes
Budget Source	Fund 21- Building Fund, Fund 25- Capital Facilities Fund, Fund 35- School Facilities Fund, Fund 40-Special Reserve for Capital Outlay Projects
Recommended Action	It is recommended that the request to award the contract for Bid Package #15 to the lowest responsible bidder, Michael Flooring, Inc. be approved.

Prepared by: Michael Hamlin, Director, Maintenance and Operations Department

Staff Analysis:

The modernization and conversion of the Bessie Owens Intermediate campus into the new Lincoln Jr. High campus is currently in progress. Sealed bids were opened and publicly read aloud on November 29, 2022, at 2:00 p.m. at the Maintenance, Operations and Facilities Office, located on 1501 Feliz Drive in Bakersfield, California for the project "Bessie Owens Jr. High Modernization - Phase III". The lowest responsible bidder for BP #15 Flooring is Michael Flooring, Inc. The total amount of the contract recommended for award at this time is \$210,300.00.

[BP-15 Bid Tabulation.pdf \(236 KB\)](#)

[Bid Tally Sheet - Owens Jr. High Modernization - Phase III - 1-24-23.pdf \(110 KB\)](#)

Motion & Voting

It is recommended that the Consent Agenda be approved as submitted.

Motion by Shannon Zimmerman, second by Lillian Tafoya.

Final Resolution: Motion Carries

Yea: Lillian Tafoya, Laura Guerrero Salgado, Chris Cruz Boone, Shannon Zimmerman, Anthony Fuentes



IBI GROUP
 4119 Broad St.; Suite B-6
 San Luis Obispo, Ca 93401



**BID TABULATION FORM
 BID PACKAGE #15 - FLOOR**

OWNER: Bakersfield City School District
 PROJECT: Bessie Owens Jr. High Mode
 PROJECT NO.: 19123.02-46
 BID DATE: November 29, 2022 @ 2:00p

Name of Contractor	Base Bid	Add Alt. 1
Metro Flooring	\$134,400.00	\$87,600.00
Michael Flooring*	\$117,800.00	\$92,500.00
Bakersfield Floor Covering, Inc.	\$149,985.00	\$92,500.00

*Apparent Low Bidder

Bakersfield City School District
Owens Jr. High Modernization - Phase III
Bid Opening: Tuesday, November 29, 2022
2:00pm

Bid Package # 01 - Demolition & Abatement Prime Contractor	Recommendation	Bid Total
Resource Environmental, Inc.	Previously Awarded	\$578,000.00
Bid Package # 02 - Grading & Concrete Prime Contractor	Recommendation	Bid Total
James E. Thompson, Inc. DBA JTS Construction	Previously Awarded	\$2,397,500.00
Bid Package # 03 - Landscape & Irrigation Prime Contractor	Recommendation	Bid Total
Kern Sprinkler Landscaping, Inc.	Previously Awarded	\$234,370.00
Bid Package # 04 - Asphalt & Striping Prime Contractor	Recommendation	Bid Total
Kern Asphalt Paving & Sealing	Previously Awarded	\$189,160.00
Bid Package # 05 - Utilities & Plumbing Prime Contractor	Recommendation	Bid Total
Taft Plumbing Co., Inc.	Previously Awarded	\$307,687.00
Bid Package # 06 - Fencing Prime Contractor	Recommendation	Bid Total
San Joaquin Fence	Previously Awarded	\$58,940.00
Bid Package # 07 - General Building & Specialties Prime Contractor	Recommendation	Bid Total
James E. Thompson, Inc. DBA JTS Construction	Previously Awarded	\$657,500.00
Bid Package # 08 - Structural Steel, Decking & Misc. Metals Prime Contractor	Recommendation	Bid Total
Kern Steel Fabrication, Inc.	Award	\$911,000.00
Bid Package # 09 - Metal Wall Panels & Misc. Sheet Metal Prime Contractor	Recommendation	Bid Total
DAC Service, Inc. DBA Four C's Construction	Previously Awarded	\$238,896.00
Bid Package # 10 - Gypsum Board & Plaster Prime Contractor	Recommendation	Bid Total
Plasterworxs, Inc.	Previously Awarded	\$188,000.00
Bid Package # 11 Aluminum, Glass & Glazing Prime Contractor	Recommendation	Bid Total
Kern Glass & Aluminum Company	Award	\$525,000.00
Bid Package # 12 Painting Prime Contractor	Recommendation	Bid Total
Wm. B. Saleh Co.	Previously Awarded	\$125,654.00
Bid Package # 13 Casework & Countertops Prime Contractor	Recommendation	Bid Total
	Re-Bid	
Bid Package # 14 T-Bar Ceilings Prime Contractor	Recommendation	Bid Total
Western Building Materials	Previously Awarded	\$125,950.00
Bid Package # 15 Flooring Prime Contractor	Recommendation	Bid Total
Michael Flooring, Inc.	Award	\$210,300.00
Bid Package # 16 HVAC Prime Contractor	Recommendation	Bid Total
Journey Air Conditioning Co., Inc.	Previously Awarded	\$464,232.00
Bid Package # 17 Electrical, Fire Alarm & Communications Prime Contractor	Recommendation	Bid Total
A-C Electric	Previously Awarded	\$2,367,300.00
	Total	\$9,579,489.00

THE BAKERSFIELD CALIFORNIAN
 3700 PEGASUS DR STE 100
 BAKERSFIELD CA 93308-6803
 (661)395-7207

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

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Acct #: 88749

Ad #: 111419

Status: New WHOLD WHOI

01-NOTICE TO CONTRACTORS CALLING FOR BIDS

1. OWNER: BAKERSFIELD CITY SCHOOL DISTRICT
2. PROJECT IDENTIFICATION NAME: BESSIE OWENS JR. HIGH MODERNIZATION PHASE III (19123.02-46)
3. PROJECT LOCATION: 815 Eureka Street, Bakersfield, CA 93305
4. PROJECT DESCRIPTION: Classroom modernization of existing Building B, Building C, Building D, Building E and Building H. New modular administration/library/parent center building, utilities and adjacent site improvements.

This project is anticipated to start on approximately January 3, 2023 and is anticipated to have a duration of two hundred sixty eight (298) calendar days for completion. Complete on or before October 28, 2023.

5. BID DEADLINE: Bids are due on November 29, 2022 at 2:00 P.M. or at any other date or time as set by Addendum.

6. PLACE OF BID RECEIPT: Bakersfield City School District, Maintenance and Operations Building, 1501 Felix Drive, Bakersfield, CA 93307

7. METHOD OF BID RECEIPT: Personal delivery, courier or mailed via United States Postal Service to above address.

8. PLACE PLANS ARE ON FILE: Blueprint Service Co. or on Districts website at <http://www.bscd.com/Construction%20Consultants/Owners/2018%20Bids%20Modernization%20Phase%20III/>

9. SEALED BID MARKING: BESSIE OWENS E.S. MODERNIZATION PHASE III (Project No. 19123.02-46 and Bid Package Number)

10. The contract will be awarded to the lowest responsive and responsible bidder without consideration of the prices on any firm additive or deductive items.

11. MANDATORY JOB WALKS:
 Date: November 3, 2022 Time: 2:30pm
 Location: 815 Eureka Street, Bakersfield, CA 93307

If a job walk is required on this project, attendance at the entire job walk is mandatory and failure to attend the entire job walk may result in your bid being rejected as non-responsive. Contact OWNER for details on required job walks and related documentation.

12. Plans and Specification available for purchase at Blueprint Services, 1100 18th Street, Bakersfield, CA 93301

13. This is a prevailing wage project. OWNER has ascertained the general prevailing rate of pay for each craft or type of worker needed to execute this contract. These rates are on file at OWNER's office, and a copy may be obtained upon request, or at www.dir.ca.gov. Contractor shall post a copy of these rates at the job site. ALL PROJECTS OVER \$1,000 ARE SUBJECT TO PREVAILING WAGE MONITORING AND ENFORCEMENT BY THE LABOR COMMISSIONER.

It shall be mandatory upon the contractor to whom the contract is awarded (CONTRACTOR), and upon any SUBCONTRACTOR, to pay not less than the specified rates to all workers employed by them in the execution of the contract.

14. A Payment Bond for contracts over \$25,000 and a Performance Bond for all contracts will be required prior to commencement of work. These bonds shall be in the amounts and form called for in the Contract Documents.

15. Pursuant to the provisions of Public Contract Code Section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure CONTRACTOR'S performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either OWNER or a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR.

Securities eligible for investment shall include those listed in Government Code Section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest on them. The escrow agreement shall be in the form indicated in the Contract Documents.

16. To bid on or perform the work stated in this Notice, CONTRACTOR must possess a valid and active contractor's license of the following classifications:

Bid Package #	Scope of Work	License
1	Demolition & Abatement	C-21
2	Grading & Concrete	A or C-08
3	Landscape & Irrigation	C-27
4	Asphalt & Striping	C-12
5	Utilities & Plumbing	C-36
6	Framing	C-13 or C-23
7	General Building & Specialties	B
8	Structural Steel, Decking & Misc. Metals	C-51
9	Metal Wall Panels & Misc. Sheet Metal	C-43
10	Gypsum Board & Plaster	C-9 or C-35
11	Aluminum, Glass & Glazing	C-17
12	Painting	C-33
13	Casework & Countertops	C-6
14	T-Bar Ceilings & Vinyl Wrapped Panels	C-2
15	Flooring	C-15
16	HVAC	C-20
17	Electrical, Fire Alarm & Communications	C-10

No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project unless currently registered with the Department of Industrial Relations DIB and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIB. DIB web registration portal is: www.dir.ca.gov/PublicWorksContractors.html

17. CONTRACTOR and all subcontractors must furnish electronic certified payroll records (eCR) to the Labor Commissioner bi-weekly in PDF format. Registration at www.dir.ca.gov/PublicWorks/Certified-Payroll-Reporting.html is required to use the eCR system.

The following notice is given as required by Labor Code Section 1771.5(b)(1): CONTRACTOR and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1770, as more fully discussed in the Contract Documents. These sections contain specific requirements concerning, for example, determination and payment of prevailing wages, retention, inspection, and auditing payroll records, use of apprentices, payment of overtime compensation, securing workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes CONTRACTOR'S representation that CONTRACTOR has thoroughly reviewed these requirements.

18. OWNER will retain 5% of the amount of any progress payments.

19. This Project requires does not require prequalification 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. 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.

20. In accordance with Education Code Section 17076.11, OWNER has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to OWNER by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1996 for construction or modernization and expended each year by the school district.

Prior to, and as a condition precedent for final payment under any contract for such project, CONTRACTOR shall provide appropriate documentation to OWNER identifying the amount paid to disabled veteran business enterprises in conjunction with the Contract Documents, so that OWNER can assess its success in meeting this goal.

October 24, 31, 2022
 111419