

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

August 13, 2024
Immediately Following the Regular Board Meeting

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours: Lakeside Union School District Office, 14535 Old River Road, Bakersfield, CA 93311.

1. CALL TO ORDER, ROLL CALL

BOARD OF TRUSTEES: _____ Mario Buoni(MB) _____ Alan Banducci(AB)
 _____ Tamara Jones(TJ) _____ Russell Robertson(RR)
 _____ Darin Buoni(DB)

2. DISCUSSION OR ACTION ITEMS

A. Budget and Finance

- (1) Discussion and Possible Action on Bid for New Relocatable Classrooms at Lakeside School.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

B. Personnel

- (1) Approval to Hire Evelyn Herrera, 2nd Grade Teacher at Lakeside School.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (2) Approval to Hire Makayla Quintana, 6.5 Hour Instructional Aide at Lakeside School.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (3) Approval to Hire Rocio Resendiz, TK Teacher at Lakeside School.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (4) Approval to Hire Rachelle Toliver, School Clerk at Lakeside School.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

3. ADVANCE PLANNING

A. Future Meeting Dates

- (1) Regular Board Meeting – September 10, 2024 at 6:30 p.m. in the Lakeside School Auditorium.

4. ADJOURNMENT

Time: _____

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Ty Bryson, District Superintendent.



August 8, 2024

Ty Bryson
Lakeside Union School District
14353 Old River Road
Bakersfield, CA 93311

Re Job No. 2023-2278 – New Relocatable Classrooms @ Lakeside School
Lakeside Union School District

Dear Mr. Bryson:

Ordiz Melby Architects has examined the bid documents submitted by the apparent low bidder and found no reason to disqualify them.

Enclosed is the bid evaluation form and tabulation of bids, which details our findings. The bid package submitted by Black/Hall Construction Inc. appears to be complete with all required notations and signatures. All applicable addenda were acknowledged. A check of their license status revealed that their license was current and in good standing. The company holds the required "B - Genral" license. Great American Insurance Company issued their bond and is listed in the Best's Key Rating Guide with the rating of A+, XV.

If the bid amount is acceptable to you, we recommend that your Board award the contract to Black/Hall Construction Inc. Please inform our office of your Board's decision to award so that we may proceed with issuing the agreements.

Please contact our office at (661) 832-5258 if you have questions or require further assistance in this matter.

Sincerely,
Ordiz-Melby Architects, Inc.

Danny Ordiz, AIA

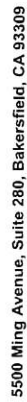
Enclosures

cc: Glenn Asher, OMA / OMA Project Contract File

☎ 661 832 5258

📠 661 832 4291

1500 Ming Avenue
Suite 280
Bakersfield, CA 93309
ordizmelby.com



TIME OF BID RECEIPT:
2:00PM

DATE OF BID OPENING:
August 8, 2024

PLACE OF BID RECEIPT:
Ordiz-Melby Architects, Inc.
5500 Ming Avenue, Suite 280
Bakersfield, CA 93309

Project # 2023-2278:
New Relocatable Classrooms @ Lakeside School
Lakeside Union School District

[illegible]

03-BID FORM

Name of Bidder: Black / Hall Construction, Inc.

Project: New Relocatable Classrooms @ Lakeside School

Project #: 2278

To: Lakeside School District, referred to as "OWNER."

A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. 1 on file at the office of OWNER for the Base Bid sum of:

[list all]

Nine Hundred Ten Thousand, Nine Hundred Thirteen Dollars
dollars. & zero cents

[written in words]

\$ 910,913.00

[written in numbers]

B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.

ALTERNATE BID 1:

N/A

[description of alternate]

Bid 1. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate
[select one]

dollars.
[written in words]

\$
[written in numbers]

ALTERNATE BID 2:

N/A
[description of alternate]

Bid 2. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate
[select one]

dollars.
[written in words]

\$
[written in numbers]

ALTERNATE BID 3:

N/A
[description of alternate]

Bid 3. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate
[select one]

dollars.
[written in words]

\$
[written in numbers]

**REFER TO ANY ATTACHMENTS TO THIS BID FORM
FOR ADDITIONAL ALTERNATES**

C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.

D. Attached is bid security not less than 10 percent of the bid, in the amount of \$ _____, in the form of ☐ (cash) ☒ (bid bond) ☐ (certified check) ☐ (cashier's check).
[check one]

E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

J. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered

non-responsive and may be rejected by the public agency.

K. Bidder's contractor's license is: 860638 B, ETC. 06/30/20205
[number] [class] [expires]
1000005963 06/30/2025
[DIR registration number] [expires]

L. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).

M. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

*Signature: _____

Print Name:

Business Address:

Date: Telephone:

PARTNERSHIP

Partnership Name:

*By: _____, Partner

Print Name:

Business Address:

Date: Telephone:

Names of Other Partners:

CORPORATION

Black / Hall Construction, Inc. California
Corporation Name: _____, a Corporation.
(State of Incorporation)

Business Address: 145 Kern Street, Taft, CA 93268

Date: 08/05/2024 Telephone: 661-763-3818

*By: _____ [Required] [Seal]
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: Glenn W. Black

*By: _____ [Required]
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name: Cecil Ray Hall Jr.

JOINT VENTURE

Joint Venturer Name:

*Signed by: _____ (Joint Venturer)

Print Name:

Business Address:

Date: Telephone:

Other Parties to Joint Venture:

If an individual joint venturer:

*By: _____ (Signature)
Print Name:

If a DBA joint venturer:

*By: _____ (Signature)
Print Name:

If a partnership joint venturer:

*By: _____ (Signature)

Print Name:

If a Corporation joint venturer:

[Seal]

(Name)

a _____ Corporation.
(State of Incorporation)

*By: _____

Print Name:

Title:

***Important Notice:** Labor Code § 1771.1(a) 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. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." 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.

04-SUBSTITUTION LISTING

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

TO: Lakeside School District ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project Title/Bid #: New Relocatable Classrooms @ Lakeside School #2278

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☒ no substitutions.
 ☐ the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM**

BIDDER:  Black / Hall Construction, Inc.

By: _____

Print Name: Glenn W. Black / President

05-LIST OF SUBCONTRACTORS

TO BE SUBMITTED WITH BID

PROJECT TITLE: BID #: New Relocatable Classrooms @ Lakeside School #2278

OWNER: Lakeside School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

[illegible]

Firm Name: Black / Hall Construction, Inc.

By:

[Signature must match that on bid]

Print Name: Glenn W. Black / President

Lakeside Relocatables

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER
American West P.O. Box 71175, Bakersfield, CA 93307	DEMOLITION / EARTHWORK	734133	100004963
Terry Bedford Concrete 13109 Hageman Frontage Road, Bakersfield, CA 93314	CONCRETE	588701	1000001110
Burtch Construction P.O. Box 80546, Bakersfield, CA 93308	ASPHALT	686970	1000001505
Yukon Fence 2810 Case St., Bakersfield, CA 93308	FENCING	769187	1000010546
Fremont Millwork 2949 Onyx Ave., Klamath Falls, OR 979603	CABINETS	249756	100000246
DNS Electric 712 Jamaica Way, Bakersfield, CA 93309	ELECTRICAL	564630	1000024610
Taft Plumbing Co., Inc. 120 East Main Street, Taft, CA 93268	PLUMBING	195775	1000003149
American Hydrotech 6751 McDivitt Drive, Bakersfield, CA 93313	LANDSCAPE	796288	1000399625
H&H Surveying 14924 Dobbs Ave Bakersfield, CA 93314	SURVEYING	PLS7931	1000005543

Black / Hall Construction Inc.
Subcontractor List

06-BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: New Relocatable Classrooms @ Lakeside School #2278

OWNER: Lakeside School District

* Black/Hall Construction, Inc.

** Great American Insurance
Company

KNOW ALL MEN BY THESE PRESENTS, that we, * as Principal, and ** as Surety, are held and firmly bound unto the *** (referred to as Owner) in the sum of 10% percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. *** Lakeside School District

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated 08/08 , 20 24 , for: \$ 10% of Bid

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 5th day of August, 20 24 , the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: 08/05/2024

Black/Hall Construction, Inc.

PRINCIPAL

By: 

Title: GLENN W. BLACK / PRESIDENT

DATED:
08/05/2024

Great American Insurance Company

SURETY

By: 

Title: Donna Ong, Attorney-in-fact

Note: Signatures of those executing for the Surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"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: Kern

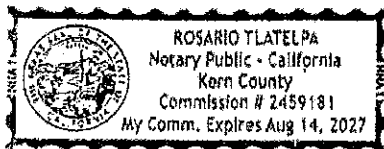
On 8/5/2024 before me, Rosario Tlatelpa, Notary Public,

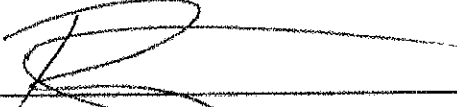
personally appeared Donna Ong

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLES(S)

- ☐ PARTNERS ☐ LIMITED
☐ GENERAL

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 22325

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DONNA ONG	JODIE LEE DONER	ALL
KIP KELLER	JOHN ANSOLABEHRE	\$100,000,000
SHAUN KELLY	VENTURA, CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of FEBRUARY, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

My L C. B.

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 22ND day of FEBRUARY, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of August, 2024



My L C. B.

Assistant Secretary

**07-NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

PROJECT TITLE/BID #: New Relocatable Classrooms @ Lakeside School #2278

OWNER: Lakeside School District

The undersigned declares:

President Black/Hall Construction, Inc.
I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

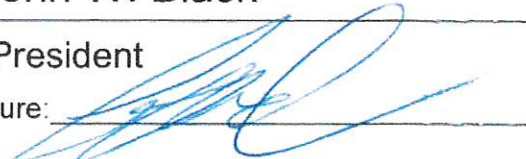
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/05/2024 [date], at Taft [city], CA [state].

Contractor: Black / Hall Construction, Inc.

By Glenn W. Black

Title: President

Signature: 

08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: New Relocatable Classrooms @ Lakeside School #2278
OWNER: Lakeside School District

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at Taft , California, on 08/05, 20 24 .

Firm Name: Black / Hall Construction, Inc.

By: Glenn W. Black

Title: President

Signed: _____

[Signature must match that on bid]

14-WORKERS' COMPENSATION CERTIFICATE

PROJECT TITLE: BID #: New Relactable Classrooms @ Lakeside School #2278
OWNER: Lakeside 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.

Black / Hall Construction, Inc.

Print Name of Contractor Above

By: _____

Date: 08/05/2024

Print Name Above Glenn W. Black

Title: President

[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

Lakeside School District (referred to as "Owner")
New Relocatable Classrooms @ Lakeside School #2278 (Project Identification)

I, _____, 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.

Glenn W. Black

Black / Hall Construction, 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: 08/05/2024

SIGNATURE

Glenn W. Black / President

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID #: New Relocatable Classrooms @ Lakeside School #2278
OWNER: Lakeside 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

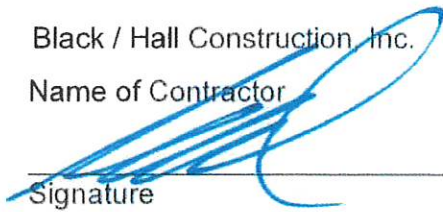
Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement 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.

Black / Hall Construction, Inc.

Name of Contractor



Signature

Glenn W. Black

Print Name Above

President

Print Title Above

Date: 08/05/2024

22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

*On projects including a mandatory job walk, this form must be submitted
with the bid or bidder will be declared "non-responsive"*

PROJECT TITLE/ BID #: New Relocatable Classrooms @ Lakeside School #2278
OWNER: Lakeside School District

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1. If a bidder attends the entire mandatory job walk but fails to complete this form;
2. If a bidder fails to attend the entire mandatory job walk;
3. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. *[NOTE: This may also lead to a determination that the bidder is non-responsive.]*

Please check one of the following:

- ☒ I attended the entire mandatory job walk
-OR-
☐ I did not attend the entire mandatory job walk.

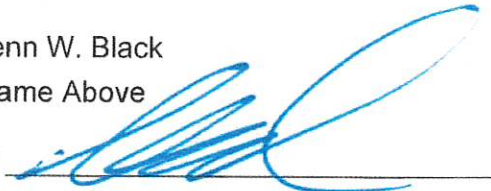
I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct.

Executed at Taft , California, on 08/05 , 20 24 .

Firm Name: Black / Hall Construction, Inc.

By: Glenn W. Black
Print Name Above

Signed



Print Title: President