REQUEST FOR PROPOSAL – PROJECTS $0 to $175,000

1.0 NOTICE TO PROPOSIERS

2.0 INSTRUCTIONS TO PROPOSIERS

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4.0 BID BOND

5.0 GENERAL CONDITIONS OF THE AGREEMENT

6.0 PROJECT SCOPE

7.0 ATTACHMENTS

PROJECT:

Kern Community College District
Porterville College

• Gym North Foyer: Ceiling & wall Repairs, (Gym Floor Replacement project)
• 100 E. College Ave
Porterville, CA 93257
Porterville College
Kern Community College District

1.0 NOTICE TO PROPOSERS
Request for Proposal

DATE: February 24, 2021

TO: Qualified Proposers

FROM: Joseph DeRosa
Kern Community College District
2100 Chester Ave.
Bakersfield, CA 93301

• PROJECT: PC Gym North Foyer: Ceiling & wall Repairs (Gym Floor Replacement project)

Porterville College
Kern Community College District

PROJECT DESCRIPTION: Plaster repairs, demolition, drywall installation and painting in the PC Gym North Foyer.

LICENSE REQUIRED: “B”

PROPOSAL DATE/TIME: March 23, 2021 at 2:00pm

PROPOSAL LOCATION: Kern Community College District
2100 Chester Ave. Room 201
Bakersfield, CA 93301
Attn: Joseph DeRosa, Construction Project Manager

BID SECURITY BOND: Required 10% Bid Bond if proposal is $45,000 or over.

PERFORMANCE AND PAYMENT BOND: Required if proposal is $25,000 or over.

PREVAILING WAGE PROJECT: Yes

CONTRACT DOCUMENTS AND SPECIFICATIONS MAY BE OBTAINED AT ADDRESS BELOW:
N/A See contact person
MANDATORY SITE VISIT: March 09, 2021 at 10:00am. Porterville College M&O. Bldg.

2.0 INSTRUCTIONS TO PROPOSER

PART 1 - GENERAL

A. SECURING DOCUMENTS:
1. Contractors obtaining these plans and project manual for the purpose of submitting proposals for this work shall notify the District of their intentions, together with mailing address and telephone number, so they may be fully advised of any addenda to the construction documents being figured, or of any corrections, additions or omissions. Failure to so notify the District will make the contractor liable for the inclusion of all information according to the addenda in this contract, whether received or not.
2. Construction documents will not be issued to contractors who are not licensed to do business in the State of California, and the District will not consider or accept any proposal or proposals from such contractors.
3. Proposers shall have a generally recognized record for satisfactory execution of contracts of a similar size and character.

B. EXAMINATION OF PROPOSAL DOCUMENTS:
1. Each proposer shall examine the proposal documents carefully prior to date for receipt for proposals, shall make written request for interpretation and/or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation and/or correction will be issued as an Addendum. Only a written interpretation and/or correction by Addenda shall be binding. No proposer shall rely upon any interpretation and/or correction given by any other method.
2. By submitting a proposal, the proposer implies that he has thoroughly investigated and is satisfied as to the character quality and quantities of work to be performed and materials to be furnished, and as to all the stipulations and requirements of the Contract and construction documents.
3. The Proposer shall diligently investigate existing conditions to ascertain work required and include all necessary cutting and patching and refinishing in his proposal. He shall provide for and exercise every precaution to protect the existing facilities against dust, dirt, water, trash, interruption of personnel activities, etc., due to operations under this Contract.
4. The District will not be responsible for any omissions, errors, etc., which may result from the Contractor's procurement of incomplete documents. It shall be the Contractor's responsibility to review and ascertain all of the required work, materials, etc., to be provided by him in performing all work as required and/or called for by the Contract Documents.

C. INTERPRETATION OF DOCUMENTS:
Should a proposer find discrepancies in, and/or omissions from the drawings and specifications, and/or should he be in doubt as to their meaning, he shall at once notify the District and should it be found necessary, a written addendum or clarification will be sent to all Proposers. The District will not be responsible for oral instructions.
1. Questions during proposals shall be submitted in writing to District's designated office. Fax copies will be accepted.
2. No questions will be answered two (2) working days prior to proposal opening. (C.O.B. 03/18/2021)
D. PROPOSALS:
Proposals to receive consideration shall be made in accordance with the following instructions:
1. Proposals shall be made upon the proposal forms, properly executed and with all items filled out; numbers shall be stated both in writing and in figures. The complete proposal form shall be without alterations to content, form, and scope project; and the signatures of all persons signing shall be in longhand and original wet signatures.

2. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

3. Before submitting proposals for this work, including RFP's, each proposer will be held to have examined the project premises and satisfied himself as to the existing conditions under which he will be obliged to operate, and that no changes will be made subsequently in this connection or in behalf of the Contractor for any error or negligence on his part, and he shall include in the proposal a sum to cover the cost of all items included in the contract and/or subsequent RFP's. No additional cost will be considered for price increases of any materials, labors, methods and/or procedures. The Contractor shall make allowances for any and all price changes occurring during this project from proposal through final completion and project acceptance by District.

4. Proposals will be delivered to the District at locations and time noted on "Bid Proposal" on or before the day and hour set for the opening of proposals. Proposal forms shall be enclosed in an envelope, and bear the title of work and the name of the proposer. It is the sole responsibility of the proposer to see that his proposal is received in proper time and location. Any proposal received after the schedule closing time for receipt of proposals will be returned to the proposer unopened.

5. Each proposer shall include with Proposal a Non-Collusion Affidavit, Prevailing Wage Compliance Certificate, required bond documents, and Certification of Workmen's Compensation to be executed by proposer and submitted with proposal. Form is included in "Bid Proposal" section. Form shall be fully executed and included with Proposal.

6. General Information:
   a. The District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in any proposals and/or in the proposals process.
   b. The District has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this Contract. These rates are available on the Internet at the following address: www.dir.ca.gov/DLSR/statistics_research.html. Copies may be downloaded by the Contractor.
   c. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
   d. It shall be mandatory upon the Contractor to whom the Contract is awarded (Contractor), and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is Contractor's responsibility to determine any rate change which may have or will occur during the intervening period between each issuance of written rates by the Director of Industrial Relations.
   e. If awarded, proposal will be awarded to the lowest qualified proposal.

E. WITHDRAWAL OF PROPOSAL:
Proposals may be withdrawn by the Proposer prior to, but not later than, the time fixed for opening of proposals.

F. CORPORATION AS PROPOSER:
In case a proposal is submitted by a corporation, it shall be signed in the name of such corporation by a duly authorized officer or agent thereof.
G. **SALES TAXES:**
Sales taxes and any or all taxes and any other City, County, State, or Federal, except property taxes shall be included in the proposal. All proposals shall include all license fees, permit fees, and other fees to complete this project. See herein for permits, inspections, and assessments required for this project.

H. **ADHERENCE:**
No proposal will be considered that does not strictly adhere to all requirements of these instructions to Proposers.

I. **PROPOSALS TO BE ACCEPTED BY DISTRICT:**
The successful contractor shall be determined by the lowest total aggregate proposal of any or all proposals accepted by the District. The District reserves the right to select the proposals and/or aggregate of proposals it deems advantageous to the District.

J. **AWARD OR REJECTION OF PROPOSALS:**
The contract shall be awarded to the responsible proposer complying with these instructions. The District reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received. The award, if made, will be made within sixty (90) calendar days after the opening of the proposals.

K. **EXAMINATION OF SITE:**
The Proposer shall carefully examine the site of the contemplated work prior to submitting a proposal and shall have satisfied himself as to the existing conditions and the conditions under which he will be obligated to operate, and/or that will in any manner affect the work under the contract. No allowance will be made subsequently in this connection for items that could be reasonably be inferred to be required to complete project scope from a careful examination of site of the contemplated work.

L. **ADDENDA AND BULLETINS:**
Any addenda or bulletin items issued during the time of proposals shall be an integral part of the Contract Documents used by the Proposer for the preparation of his proposal, all items of addenda and/or bulletins shall be included in the Proposal and shall be made part of the Contract. Delivery of any Addenda or Bulletin in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, delivery by mail to the last known business address of the Contractor, or fax transmittal with telephone confirmation of complete receipt and or email will be considered to be proper service of said documents.

M. **PERMITS, INSPECTIONS AND ASSESSMENTS, ETC.:**
No building permits required for this project.
List of fees/assessments:
1. None.

N. **FORMAL PROTEST OF PROPOSAL:**
Any proposer submitting a proposal to the District or a third party may file a protest against District awarding contract on this project provided that protestor meet all of the following requirements:
1. Protest shall be submitted in writing and received on or before 72 hours after proposal opening time. Protest received after that shall not be recognized.
2. Protest of any proposals shall be filed and received by the Chief Financial Officer, of the District by certified mail or by personal delivery during normal working hours, for administrative appeal.
3. Protest Submittal shall contain the following:
   a. The written proposal protest sets forth, in detail, all grounds for the proposal protest,
including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the proposal protest; any matters not set forth in written proposal protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

b. Name, address, phone number of person(s), company and/or organization that is making protest and name of project protest is for.

4. Any proposal protest not conforming to the foregoing shall be rejected by the Owner as invalid. Provided that a proposal protest is filed in conformity with the foregoing, the Owner's Chief Financial Officer or such individual(s) as may be designated by the Chief Financial Officer, in his discretion, shall review and evaluate the basis of the proposal protest, and shall provide a written decision to the proposer submitting the proposal protest concurring with or denying the proposal protest. The written decision of the Chief Financial Officer shall be considered an administration appeal.

5. The protest decision by the Chief Financial Officer may be appealed to the Board of Trustees as a judicial appeal. This request must be filed with the Chief Financial Officer within 72 hours of receipt of the written decision of the Chief Financial Officer. Said appeal shall be accompanied with reason for appeal. The judicial appeal will be calendared within 31 days or less of receipt. The final decision of the Board of Trustees is not subject to arbitration, mediation or reconsideration/appeal.

O. STARTING WORK:
All documents shall be submitted and approved prior to starting work. Failure to provide complete information prior to days indicated shall be considered non-responsive, bid bond will be forfeited, and Contractor shall be declared in default.

1. All insurance certificates - 10 days- Following award
2. Proof of Contractor's/Subcontractor's license - 10 days -Following award
3. Start work 5 days from notice to proceed and/or Purchase Order

PART 2 - PERFORMANCE OF WORK UNDER CONTRACT

A. SUPERVISION:
The General Contractor and all subcontractors engaged by general contractor will be required to designate one responsible on-site person with authority to receive directions and issue instructions for the orderly prosecution of the work.

B. BUILDING CODE REQUIREMENTS:
1. All work performed under this Contract shall conform to the applicable portions and editions of the following current codes:
   c. California Occupational Safety and Health Act (CAL/OSHA).
   d. Rules and regulations of the State and Local Fire Marshals.
   e. Safety Orders of the Industrial Accident Commission, State of California.
   g. Uniform Plumbing Code.
   h. All laws governing the employment of labor, posting of minimum wage rates, and accident prevention.
   i. American Disability Act, Federal law.
2. Requirements of enforcing authorities may supersede requirements of the above laws and regulations, and nothing in the Contract Documents shall be construed to permit work not conforming to applicable codes.
3. All of the above laws and regulations are as much a part of this contract as if they were incorporated in their entirety herein.
C. BID AND PAYMENT BOND:
General Contractor shall take out and maintain Bid and Labor/Payment bonds as indicated herein. The Bond requirement will vary based on the project proposal. The following criteria will determine Bond Requirements.
1. Bid Bond/Security. Proposals shall be accompanied with a Bid security 10% of project amount for all contacts $45,000 or more.
   a. Each bid/proposal shall be accompanied by a bid security pursuant to Public Contracts Code 20674, in cash, a certified or cashier’s check, or bid bond in an amount not less than 10 percent of the total bid price payable to the Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10 working days after award of the contract and will furnish on the prescribed forms a satisfactory Payment Bond.
   b. (labor and material) Bond and separate Performance Bond, in accordance with the Contract Documents and Civil Code Section 3248, and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.
2. Payment and Performance Bond. 100% of contract amount for all contracts $25,000 or more.
   a. The Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code Section 3248. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

D. INSURANCE REQUIREMENTS:
1. Evidence of Insurance: Before the work is started, the Contractor shall forward to the District Certificates of Insurance and all the Contractual Liability coverage called for in the Contract Documents is in force, and specifically covers this particular Contract with the Owner, including the hold harmless requirements. In addition, the Certificates shall contain the following:
   1) “No cancellation of this policy or endorsement of same shall be effective until; until the thirtieth (30th) day following the receipt of notice of such cancellation of the policy or endorsements by the Owner.”
   2) Certificates of Insurance shall contain transcripts from the policies authenticated by the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the thirty (30) day NOTICE OF CANCELLATION CLAUSE.
   3) Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.
   4) In the absence of contrary written instructions from the District, the Contractor at the Contractor’s expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the District, and with limits not less than those stated hereinafter.
5) The Contractor shall not commence work under this Contract until he has obtained and paid for all insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until such insurance required of the Subcontractor has been so obtained and approved.

2. Provide the following items with evidence of insurance for all insurance policies for this project: The insurance required must be written by a Best Key Rating Guide "A" or better rated carrier admitted to write insurance in the state where the work is located at the time the policy is issued.

3. Indemnification
   a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and the Consultants and their employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss of expense is attributable to bodily injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from but only to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
   b. In any and all claims against the District or the Consultants, or any of their employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or by any Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.
   c. The obligations of the Contractor under this Paragraph shall not extend to the liability of the consultants or any of their agents or employees arising out of 1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or, 2) the giving of or the failure to give directions or instructions by the consultants or any of their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
   d. The Contractor to name the District, the consultants, its agents and employees as additional insured on the Contractor's policy or policies of comprehensive general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by consultants, or its agents and employees, and shall provide that the Consultant be given thirty days, unqualified written notice prior to any cancellation thereof.

4. Worker's Compensation Insurance
   Contractor shall provide, during the term of this Contract, Worker's Compensation Insurance for all of his employees engaged in Work under this Contract, on or at the site of the project, and in case any of his work is sublet, Contractor shall require the Subcontractor to provide Worker's Compensation Insurance for all of his employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Worker's Compensation laws, Contractor shall provide or cause a Subcontractor to provide, adequate insurance coverage for the protection of those employees not otherwise protected. Contractor shall file, with the Owner, certificates of insurance.
   a) The Worker's Compensation Insurance shall be written by a company California admitted in the State of California, and shall be written for not less than the following, as established by the Owner, or greater if required by law.
   b) Provide employer's liability endorsements:
1) State workers’ compensation statutory benefits - policy limits of not less than $1,000,000.00.
2) Employer's Liability - policy limits of not less than $1,000,000.00.

5. Comprehensive General Liability Insurance

Commercial General Liability Insurance in Contractor's name, with personal injury limits indicated herein for combined Single Limit per occurrence coverage and annual aggregate. The policy is to be on a Comprehensive General Liability form and must include Contractual Liability endorsed to specifically cover an Indemnity Agreement contained in the Contract. The Comprehensive General Liability coverage may be provided on an "occurrence" form or a "claims made" basis. If the coverage is on a "claims made" basis, the policy shall provide for a non-cancelable 5 year extended reporting period.

a) The Contractor shall carry such public liability and property damage insurance that will protect the Contractor, Owner, Architect and Engineers from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either party. The limits of coverage shall be as stated herein.

b) In the event that any suits, actions, or claims are brought against the Owner, Architect, and/or Architect’s Consultants, money equal to the “claim amount may be withheld from payments due the Contractor under and by virtue of this contract as may be considered necessary by the Owner for such purpose. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate public liability and property damage insurance has been obtained.

c) The policy shall include coverage for the following:
   1) Premises - operations
   2) Contractual liability
   3) Products
   4) Completed operations
   5) Broad form PD and including X, C and U coverage
   6) Personal injury
   7) Owners, contractors protective

6. Automobile Liability Insurance: Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor’s name. Limits of liability shall not be less than amount indicated herein for Combined Single Limit per occurrence. Provide CSL, BI and PD coverage for owned, non-owned and hired autos.

a) Provide owned, non-owned and hired automobile insurance endorsement.

7. Insurance Schedule

a) Worker's Compensation Insurance per State of California policy limits of not less than $1,000,000.00.
   1) Employer's Liability Endorsement $1,000,000 min.

b) Comprehensive General Liability:
   1) Combined single limits for bodily injury and property damage:
      $1,000,000 - Each Occurrence
      $1,000,000 - Annual Aggregate
   2) Personal Injury, with Employment Exclusion deleted.
   3) Include coverage of the following:
      i) Premises - operations
      ii) Contractual liability
      iii) Products
      iv) Completed operations
      v) Broad form PD and including X, C and U coverage
      vi) Personal injury
      vii) Owners, contractors protective

E. ASBESTOS-CONTAINING PRODUCTS:
1. Contractor agrees that asbestos-containing products or materials will not be used or substituted in performing work under the Agreement.

2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no asbestos-containing products or materials were used or substituted in performing work under the Agreement.

F. PCB-CONTAINING PRODUCTS & LEAD PLUMBING ITEMS:
1. Contractor agrees that lead plumbing domestic water items, asbestos, PCB, -containing products or materials will not be used or substituted in performing work under the Agreement.

2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

G. PREVAILING WAGE RATES AND APPRENTICESHIP REQUIREMENTS – All proposals that exceed $1,000 shall be prevailing wage.

1. Wages and Employer Payments:
   a) The general prevailing wage rates and employer payments for Health and Welfare, Pension, Vacation and similar purposes in the county in which the work is to be done shall be in accordance with the Labor Code of the State of California, Section 1770, et seq.

   b) Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and are available for inspection in the Office of the Division of Labor Statistics and Research of the Department of Industrial Relations.

   c) Employer payments as defined in Section 1773.1 of the Labor Code are to be paid in accordance with the terms of the collective bargaining agreement applicable to the type of classification of the workmen employed on the project and shall be the prevailing wage rate of the county in which the work is to be performed. Overtime shall be paid for the hours worked in excess of the working day and for time worked on Saturdays, Sundays and the seven (7) holidays which are to-wit: New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day and Christmas.

   The Contractor and any subcontractor under him shall comply with the requirements of Sections 1773.3, 1777.5, 1776 and 1777.6 in the employment of apprentices.

   1) The predetermined (double asterisk) changes are no longer a part of the general prevailing rates of per diem wages. The rates at the time of the proposal advertisement date of a project will remain in effect for the life of project.

   2) The definition of prevailing rate states that when there is no single rate paid to a majority of workers, then the prevailing rate is a weighted average.

   d) Not less than the general prevailing wage rate for each classification of work State or Federal which is higher shall be paid by the general contractor and all subcontractors under him shall be paid to all laborers, worker and mechanics employed in the execution of such contract or subcontract there under, including rates for overtime and general holidays in the locality in which the work is to be performed.

   e) The Contractor and all subcontractors under him shall make travel and subsistence payments to each workman needed to execute all the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

2. Eight Hour Day: Contractor shall not permit any person employed by him to work overtime
3. Records of Hours Worked and Citizenship: The Contractor shall maintain records of the hours worked by his employees and their citizenship and they shall be open at all times for inspection by the County, Client and/or the Division of Labor Statistics and Law Enforcement, in accordance with Sections 1814 and 1552 of the California Labor Code.
   a) The General Contractor shall maintain all certified payroll documents at their office. Copies shall be provided to anyone who provides a request and Owner approves that request. Contractor shall provide copies within ten (10) days of approved request. Contractor shall provide copies, shipping cost, and all other related cost to provide this information at no cost to Owner. Contractor shall maintain certified payroll documents for seven (7) years after Notice of Completion.
4. Penalties: The Contractor shall forfeit as a penalty to said Owner, Fifty Dollars ($50.00) for each laborer, workman or mechanic paid less than the above stipulated rates for any work under this Contract by him or any Subcontractor under him.
5. Enforcement and Verification off Requirements:
   a) The records by the Contractor may be checked periodically by an independent enforcement agency to verify compliance with the labor codes and related items.
   b) Jobsite interviews may be conducted periodically throughout the duration of the project. The Contractor shall allow access to the project and access to workers during working hours to confirm prevailing wage rates and apprenticeship requirements are followed.
   c) Prior to executing the agreement the Contractor shall provide verification of enrollment in an apprenticeship program per Sections 1773.3, 1777.5, 1776 and 1777.6 within the last 12 months.
6. Miscellaneous: Request for exemption from prevailing wage requirements shall be made prior to proposals in time for the Architect to issue an addendum to communicate information to proposers. Request for exemption will not be accepted after above mentioned date.

H. Contractor License And DIR Registration Required.

To perform the work required for this project, Bidder must possess the type of contractor’s license specified in the Notice to Proposers (Request for Proposal), and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished through the portal https://efiling.dir.ca.gov/PWCR/. 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 (submitted on or after March 1, 2015) unless currently registered with the DIR 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 (awarded after April 1, 2015) unless registered with the DIR.

I. AWARD

District shall issue a purchase order, which shall be the notice to proceed. This will be issued only after receipt of required documents.
J. PRELIMINARY NOTICE:

Preliminary Notices must be filed with the Owner with a copy mailed to both the Consultants and the Contractor.
3.0 PROPOSAL
Submit in Bid

Proposals will be received at the Kern Community College District, 2100 Chester Ave, Room 201 (FACILITIES); Bakersfield, CA 93301 up to March 23, 2021 at 2:00 pm

Submitted to: Kern Community College District
Bakersfield, California

Submitted by: ________________________________
Name of Firm

Having carefully examined the Proposal and Contract Documents and General Requirements, as well as the premises and the conditions affecting the work, including Addenda (a) No (s) _________________, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

BASE AMOUNT – Bid shall be determined on BASE BID only

Base Amount

$______________________________

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within ten (10) calendar days of the Contract date. The undersigned further agrees that this proposal may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete all work between, April 01, 2021 – May 31, 2021 or as otherwise scheduled by College and Contractor.

The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to refrain from submitting a proposal, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other proposer.

PREVAILING WAGE COMPLIANCE CERTIFICATION:

In submitting this proposal, I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on-site audits with 48-hour notice; payroll records; and, apprentice and trainee employment requirements.

_________________________________  ___________________________  ___________
Contractor (type or print)             Contractor’s signature         Date
Submit in Bid

CONTRACTOR’S CERTIFICATE REGARDING WORKER’S COMPENSATION:

Labor Code Section 3700 provides:

“Every employer except the State and all political subdivision or institutions thereof, 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, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract.

CONTRACTOR:

_________________________________________________________  __________________________  ____________________
By (type or print)                        Title    Dated

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

NON-COLLUSION AFFIDAVIT:

State of California )
                        ) ss.
County of___________________)

_______________________, being duly sworn, deposes and says:

That he or she is the _________________________________________________________(position)
of ______________________________________________________________________(name of proposer), the party making the proposal; that the proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

________________________________________
(Firm Name)

________________________________________
(Printed Name - Authorized Agent)

________________________________________
(Signature - Authorized Agent)

Subscribed and sworn to before me on ____________________________, 20 ______.

________________________________________
Notary Public

NOTARY SEAL
Submit in Bid

SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every proposer shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Proposers total proposal. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Proposers total proposal, he agrees to perform that portion himself. The following is the list of subcontractors:

<table>
<thead>
<tr>
<th>PORTION OF WORK</th>
<th>SUBCONTRACTOR</th>
<th>LOCATION OF BUSINESS</th>
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I declare, under penalty of perjury, that information provided and representations made in this proposal are true and correct and that this declaration was executed on _____________, at ________________, __________________, California.

(date) (city) (county)

Respectfully submitted,

________________________________
Name of Firm

________________________________
Individual, Partnership, Corp.

By________________________________
Phone(_____)_______________________
Fax(_____)________________________
Address_________________________________
License Type & Number/Exp. date

No proposal is valid unless signed by the person making the proposal.

** State whether your firm is a corporation, a co-partnership, private individual, or individuals, doing business under a firm name. If the proposer is a partnership, the proposal should be signed with the partnership name and by one of the authorized partners. If the proposer is a corporation, it should be signed by a person authorized to execute proposals on behalf of the corporation.
4.0 BID BOND

Be advised that we, ______________________________________________________________
as Principal (“Principal”) and __________________________________________________________
a corporation duly licensed to transact business under the laws of the State of California as Surety (“Surety”)
are firmly bound to KERN COMMUNITY COLLEGE DISTRICT as Obligee (“Obligee”) in the sum
of $_______________________________________________ for the payment of which the Principal and
the Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, by this Bond.

The Principal has submitted a proposal for ___________________________________________
(list project on Proposal)

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and
shall, within the required number of days after the notice of award, execute a contract with the Obligee in
accordance with the contract documents, submit the required payment and performance bonds, and provide
all other required documents, then this obligation shall be null and void; but in the event that the Principal fails
and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the
damages experienced by the Obligee as a result of that refusal, including but not limited to, publication costs,
the difference in money between the amount of the bid of the Principal and the amount for which the Obligee
may legally contract with another party to perform the work if the amount is in excess of the former; building
lease or rental costs, transportation costs, professional service costs, and additional salary costs that result
from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's
liability exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be
impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety
waives notice of any time extension.

Dated: PRINCIPAL
By: ________________________________
Title: ________________________________

Dated: SURETY
By: ________________________________
Title: ________________________________
KERN COMMUNITY COLLEGE DISTRICT - Projects $0 to $175,000
NOTICE OF AWARD AND REQUEST FOR SUBMITTAL OF REQUIRED DOCUMENTS

This notice shall confirm your notification of award. The below items are required to be submitted prior to Notice to Proceed being issued. Per Contract Documents, you have 10 days from this notice of award to provide the following:

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>DATE NOTICE OF AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NO:</td>
<td>DATE INITIAL REQUEST</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>DATE DUE BACK</td>
</tr>
<tr>
<td>STATUS</td>
<td>DATE RECEIVED-INITIAL</td>
</tr>
<tr>
<td></td>
<td>DATE RECEIVED-RESUBMIT</td>
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**REQUIRED DOCUMENTS:**

<table>
<thead>
<tr>
<th></th>
<th>DATE</th>
<th>Projects $0 to $14,999</th>
<th>Projects $15,000 to $175,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Bond for 10% of the Contract Amount</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>Payment bond for 100% of the contract amount (required only projects $25,000 to $175,000)</td>
<td></td>
<td>X *</td>
</tr>
<tr>
<td></td>
<td>a. Bond document California Admitted proof</td>
<td></td>
<td>X *</td>
</tr>
<tr>
<td></td>
<td>b. Bond document US Treasury listing proof</td>
<td></td>
<td>X *</td>
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<td></td>
<td>c. Bond document power of attorney and proof able to sign documents</td>
<td></td>
<td>X *</td>
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<tr>
<td></td>
<td>d. Bond document proof of ability to bond within their capacity-(memo)</td>
<td></td>
<td>X *</td>
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<tr>
<td></td>
<td>e. Bond proof/valid &amp; issued from underwriter-(add to memo #6)</td>
<td></td>
<td>X *</td>
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<tr>
<td>3</td>
<td>Workers compensation &amp; employers liable endorsement</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>4</td>
<td>Comprehensive General Liability Insurance $1,000,000 aggregate</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>5</td>
<td>Proof of License-copy front and back of pocket license</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>6</td>
<td>Comprehensive automobile liability - $1,000,000</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>7</td>
<td>Executed proposal original signature by contractor</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>8</td>
<td>Other items and notes for complete package:</td>
<td></td>
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</table>

cc: Contractor, District, File

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<thead>
<tr>
<th>Bonding Company:</th>
<th>For official use only:</th>
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<tbody>
<tr>
<td>AM Best Number:</td>
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<td>Location:</td>
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<td>Documents from:</td>
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<tr>
<td>AM Best rating:</td>
<td></td>
</tr>
<tr>
<td>US Treasury Listed</td>
<td></td>
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</tbody>
</table>
5.0 GENERAL CONDITIONS OF AGREEMENT

1) The college will issue a Purchase Order for all work included in this Request for Proposal based on the Contractor’s proposal to do certain work for the said Owner, specified and described in certain drawings and specifications, and entitled on the Bid Proposal, in strict accordance with drawings and specifications prepared and attached to RFP.

2) Whereas, the Contractor, before signing the enclosed proposal, has carefully read and examined in connection herewith said proposal and specifications and has carefully examined the site where said work is to be done, and has investigated the character of such work and the materials required to be furnished, and by reason of such reading, examination and investigation, the said Contractor agrees that he thoroughly understands the intent and meaning of this proposal and all component parts of said proposal and the requirements, covenants, stipulations and restrictions thereof.

3) In consideration of the promises and of the payments hereinafter to be made by the Owner to and on account of said Contractor, and the understanding of said Contractor to do said work the College and Contractor agree that:

   a) This Contractor shall receive and accept the sum on proposal herein submitted, as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract, and for furnishing all necessary tools, machinery, implements, apparatus and other means of construction; also all loss or damage arising out of the nature of the work to be done under said specifications, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work, and before the acceptance thereof by said Owner, and shall be responsible for the consequences of his own negligence or carelessness or discontinuance of the work, and for well and faithfully completing the work in the manner and according to the drawings and specifications and all requirements of the College and any and all parties having jurisdiction there over, for the whole thereof, the following sum which represents the Contract Price.

   b) Payments: The Owner agrees, in consideration of the performance of this Contract, to pay the Contractor in the following manner:

      i) Payments will be made only on the certificate of the Owners field representative.

      ii) Monthly payments shall be made to the Contractor in amounts equal to ninety-five percent (95%) of the estimated value of the work done and the materials furnished and incorporated in the work during the month preceding the date upon which such value is estimated plus ninety-five percent (95%) of the estimated value of all materials which, on the date of estimation of value, are suitably stored on the site for incorporation into the work; provided that no such monthly payment, or payment of any kind, shall theretofore have been made for any such work done or materials furnished and incorporated or materials suitably stored on the site. The aforesaid estimation of value shall be made by the Owners Representative and noted by him upon the certificates furnished by him pursuant to paragraphs herein.

      iii) Upon substantial completion of the work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Price, less an amount determined by Owner to be adequate to complete any unfurnished part of the work by another Contractor should the work not be completed within a reasonable time established by the Owner.

      iv) The final payment shall be made thirty-five (35) days after receipt of the recorded Notice of Completion date, provided that: The Contractor shall furnished satisfactory evidence that all claims for labor and materials have been paid and that no claims shall have been presented to the Owner by any person or persons based upon any act or omission of the Contractor, and no Stop Notices have been filed against said work or the property whereon it was done.

         (1) No certificates given or payments made on account of any Contract shall constitute an acceptance of any equipment, material or work which may subsequently be found to be defective.

   c) Time of Completion. The Contractor agrees to commence the work within five (5) calendar days
from the date of the notice to proceed and/or purchase order. Failure to obtain approval of the required documents, within the allotted time, shall not be cause for extension of the time of construction as set forth hereafter.

i) The Contractor further agrees to construct and execute all of the work described in said drawings, specifications, proposals, addenda and any and all other requirements, covenants, stipulations and restrictions, within 16 calendar days from and after the date of commencement, said date of commencement being agreed upon as the fifth (5th) calendar day following the date of the notice to proceed and/or purchase order. Owner shall issue actual start date to Contractor.

ii) Both parties agree that the aforementioned stipulated contract period to be a reasonable time scale for completion of the work and Contractor will provide best endeavors to complete the work within the contract period.

iii) If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree, as a part consideration for awarding of this Contract to pay to the Owner the sum of:

Fifty Dollars - No Cents 
DOLLARS ($50.00)  
per day plus such additional costs as may be incurred by the College because of such delays, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth for each and every day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

iv) The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from the current periodical estimates.

v) It is further agreed that time is the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due.

(1) To any preference, priority or allocation order duly issued by the Government.

(2) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of the Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and

(3) To any delays of subcontractors occasioned by any of the causes specified in subsections (1) and (2) of herein. Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

d) Drawings and Specifications. This Contract, the drawings and the specifications have been prepared, and are intended to supplement one another. The drawings and specifications shall be deemed by this reference to be incorporated within this Contract, the drawings shall be deemed by this reference to be incorporated within the specifications, and the specifications shall be deemed by this reference to be incorporated with the drawings. In the event a conflict is found to exist between the drawings and specifications, the College shall interpret. In the event that the drawings and specifications, or either of them shall be found to conflict with this Contract, then this Contract shall be govern. Omissions from this Contract of items of provisions present in the specifications or drawings or either of them shall not be deemed a conflict within the meaning of this Article.

e) Changes. Should the Owner, at any time during the progress of the work desire any alterations, or deviations in, or additions to, or omissions from the Contract or the drawings or specifications, said Owner, or representative thereof, shall be at liberty to order them, in writing, and the same shall in no way affect or make void this Contract, but the amount thereof shall be added to, or deducted from, the amount of the Contract Price aforesaid, as the case may be, by a fair and reasonable valuation.
This Contract, subject to the provisions of Article II (a) hereof, shall be deemed completed when the work is finished in accordance with the original drawings and specifications, as amended by such changes, whatever may be the nature or extent thereof.

i) No such changes, whatever may be the nature, or modification shall release or exonerate any surety or sureties upon any guarantee or bond given in connection with this Contract, if required.

ii) Rules of Practice: The rule of practice to be observed in this Contract shall be that upon the demand of either the Owner or the Contractor, the character or valuation of any and all changes, omissions, or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution.

f) Acceptance of Work. The payment of the progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious, but the entire work, and at the time when it shall be claimed by the Contractor that the Contract and work is completed. Liability under the bonds is to continue for one (1) year from the date of acceptance and bonds will not be released until such date.

g) Failure to provide workmen and materials. If the Contractor at any time during the progress of the work should refuse or neglect, without the fault of the Owner, to supply sufficient amount of materials or enough workmen to complete the Contract within the time herein set forth, due allowance being made for the contingencies provided for herein, for a period of more than seven (7) days after having been notified by the Owner in writing to furnish the same, the Owner shall have the power to furnish and provide said materials and/or workmen to finish the said work, and the reasonable expense thereof shall be deducted from the amount of the Contract Price.

h) Penalties. This Contractor shall forfeit, as a penalty to the said Owner, the sum of fifty dollars ($50.00) for each laborer, workman, or mechanic employed in the execution of this Contract, or any sub-contractor under him, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of Section 1810-1811, Chapter One, of Division Two, Part Seven of the Labor Code of the State of California, and said Owner, when making payments of money due under this Contract, shall withhold and retain there from all sums and amounts which have been forfeited pursuant to the herein said stipulation.

i) Insurance and Bonds: Insurances and bonds, as set forth in the supporting contract documents, shall be maintained in effect during the period of this Contract.

j) Relations to Bid Proposals: If proposal is accepted by owner, be it further stipulated and agreed that said Owner does promise and agree to employ the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and herein contracts to pay the same at the time, in the manner and upon the conditions set forth above; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained. It is further agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid proposal of said Contract, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

k) Asbestos/PCB-containing products and lead plumbing items: Contractor agrees that lead plumbing domestic water items, asbestos, PCB, -containing products or materials will not be used or substituted in performing work under the Agreement. At the completion of work under the Agreement, Contractor will certify in writing to the Owner that to the best of Contractor’s knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

l) Compliance with air pollution and storm water prevention control rules: Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code, as well as local requirements, County, City, local Air Pollution Control Districts and Storm Water Prevention Districts. Contractor shall require all subcontractors to abide by these items.

m) Contractor-Employee requirements: By submitting proposal, the Contractor certifies he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against
liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

i) In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure payment of compensation to his employees.

ii) The Contractor and Subcontractors under him shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2, Sections 1770-1780 with particular reference to the employment and use of apprentices and other provisions that require him to make travel and subsistence payments to each workman needed to execute the work, as such collective bargaining agreements filed in accordance with the Labor Code, and to pay not less than the minimum per diem wages as determined by the Director of the Department of Industrial Relations, on file in the principal office of the Owner.

iii) Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et. seq. Each contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, or one of its branch offices regarding apprentices and specifically the required ratio there under. Responsibility for compliance with this section lies with the prime Contractor. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

n) Notices: All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as follows:

i) Owner, person and address on title sheet of RFP.

ii) Contractor, person and address on proposal submitted by contractor herein.

iii) The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.
6.0 PROJECT SCOPE

A. PROJECT DESCRIPTION:

1.1. SUMMARY
The Kern Community College District (KCCD), Porterville College has a requirement to make repairs to the North Gym Foyer ceiling and walls located at 100 E. College Ave. Porterville, CA 93257. To this end, KCCD, Porterville College requires quotations for a licensed contractor to complete the proposed modifications.

Intent:
Requirements in this SOW serve as a direction to the Contractor for the plaster/drywall repairs to the North Gym Foyer. The Contractor shall perform all services in accordance with professional standards of skill, care and diligence adhered to by reputable, first class international firms and shall conform to generally accepted professional practices and to all applicable codes.

B. WORK SEQUENCE:

1. Schedule all building system shutdowns with M&O Director. All work to each building to be performed as scheduled so as not to interrupt any instruction. Some Friday or Saturdays may be required and must be scheduled with PC M&O Director.

2. The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner’s personnel and to permit an orderly transfer of personnel and equipment to the new facilities. Installation must be complete when building is vacant and/or a Friday afternoon. Contractor may have weekend access if so desired.

C. CONTRACTOR USE OF PREMISES:

1. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
   a. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
   b. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

2. Use of the Existing Building: Maintain the existing buildings in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

D. OWNER OCCUPANCY:

1. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.
E. GENERAL SCOPE OF WORK:

1. Contractor to inspect project site and inspect existing conditions/utilities.
2. Scheduling of work to be coordinated with college for non-interruption during office hours, c/o M/O Director.
3. Provide all necessary labor, tools and equipment to complete work within time frame stated in contract.
4. Contractor to inform Owner one (1) week before work is completed to schedule testing and inspection. Contractor to guarantee workmanship one (1) year.
5. All Manufacturers Warranties/Guarantees to be a pass-through to Porterville College.
6. Work areas shall be cleaned / cleared on a daily basis. All construction debris to be removed from site upon completion of work by contractor.

F. SCOPE OF WORK:

Refer to attached Porterville College Gymnasium Floor Plan & Partial floor Plan.

Contractor to provide bid to make the following repairs to the North Entry Foyer:

1. Where needed remove and reinstall (R&R); cameras, devices, electrical, etc. for demolition and new installation. (Protect all devices, electrical, etc. for reinstall)
2. Demo North Entry ceiling of Gym Foyer (G17B). Replace with drywall same thickness as plaster ceilings being removed. (See 7.0 Attachments)
3. Remove recessed light at ceiling. Frame-in and drywall recessed light well to match adjacent. (See 7.0 Attachments)
4. Install (2) TWO new LED surface mounted light fixtures. Contractor to assist Owner with the selection of light fixtures. Install new J-boxes, as needed.
5. Replace HVAC grills with new of the same size.
6. At Gym Foyer (G17B) South-East wall, from (door to door), remove damaged plaster and replace with drywall to match plaster thickness. (See 7.0 Attachments) Wall to be repaired is highlighted in green (Partial Floor Plan)
7. Tape and mud all new drywall to achieve a smooth surface.
8. Paint room- all walls and entire ceiling to include; prep, primer, 2- finish coats of paint. Owner to pick colors.
9. Replace top-set, cove base where demolition occurred, to match existing.
10. Floor to remain. (Protect at all times).
11. See attachments: LBP & Asbestos surveys. (See 7.0 Attachments)
12. Note: After demolition of ceiling; Contractor and Owner/Roofing consultant to review above ceiling conditions for evaluation of possible leak source before drywall installation.
13. All system outages to be scheduled 48 hrs. in advance with PC M&O Director.
14. Contractor to clean work area daily. All debris to be removed from site daily.

General:
1. All work is to comply with all applicable codes, regulations and standards.
2. The contractor will rectify any damage to all areas on completion of the works.
3. The contractor shall supply all materials and labor in order to complete the works.
4. All waste material to be taken from site and disposed of by the contractor.
5. Site is to remain tidy at all times and cleaned up daily and upon completion of works.
6. All work to be carried out in a workmanship like manner.
7. All Documentation regarding warranties, guarantees and instructional literature are to be handed to your project representative via electronic format.
8. Any variations are to be priced and approved in writing by Project Manager before proceeding with the work.
10. All existing conditions, equipment information, measurements are to be confirmed by the contractor on site. NOTE: Any damage caused by the Contractor or his subcontractors is to be made good at the Contractor’s expense.

**CONTRACTOR PROVISIONS:**
The Contractor shall supply everything necessary for the execution and completion of the work including Site preparation and installation performance shall be in accordance with all building codes and standards

**WORKING HOURS:**
Working hours are to be 6am to 6pm. No work is to take place outside these hours unless project manager or maintenance and operations manager has given agreement. Crane lift shall be scheduled for Friday late morning for AC building.

**SITE PREPARATION AND CLEANING UP**
The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the College. Unsightly materials and debris including excess soil, garbage, and equipment should be removed as required; while materials should be scheduled for delivery only as required for immediate use.

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**7.0 ATTACHEMENTS**

1. Porterville College Campus Map
2. Gym Floor Plan
3. Partial Floor Plan
4. Lead-Based Paint Survey, Dated 5/18/2020
5. Asbestos Survey, Dated 5/14/2020

-----End of Document-----

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Attachment 2

Gym Foyer Repairs
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</tr>
<tr>
<td>2.0 PURPOSE AND SCOPE OF WORK</td>
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<td>4.2 Laboratory Analytical Methods</td>
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<td>5.0 RESULTS OF INVESTIGATION</td>
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<td>6.0 CONCLUSIONS</td>
<td>3</td>
</tr>
<tr>
<td>7.0 LIMITATIONS</td>
<td>4</td>
</tr>
</tbody>
</table>

**Figures**
- Lead-Based Paint Survey Results (Table I) ........................................... following text
- Floor Plan with Sample Locations ............................................................... following Results

**Appendices**
- Analytical Results and Chain-of-Custody Record .......................................... A
- DPH Certifications ........................................................................................ B
1.0 INTRODUCTION

This report presents the results of our lead-based paint survey for the structure located at 100 E. College Ave. in Porterville, California. The lead-based paint survey was conducted under the conditions of Krazan & Associates, Inc.’s (Krazan’s) Proposal No. P20-137, dated April 27, 2020. Thomas J. Burke gave written authorization on April 28, 2020, for Krazan to proceed with the lead-based paint survey.

2.0 PURPOSE AND SCOPE OF WORK

The purpose of the lead-based paint survey was to identify and quantify the presence of potential lead-based paints (LBPs) at the on-site structure in areas scheduled for remodel. The scope of work for the limited LBP survey included conducting a visual survey of the structure, conducting bulk sampling and analysis of materials suspected to contain lead.

3.0 BUILDING DESCRIPTION

The site is located on the north side of College, east of Main in Porterville, California. The interior construction included plaster ceiling; plaster and concrete block walls; and concrete floors overlain (in areas) by floor tiles.
4.0 INVESTIGATIVE METHODS

4.1 Sampling Protocols
Three (3) samples of suspected LBPs were collected from the on-site structure. Representative samples were collected from painted surfaces that visually appeared to contain various types of paint. Every attempt was made to identify unique paint and/or surface types. However, a chance exists that: 1) different paints are not visually distinct, 2) hidden surfaces exist, or 3) areas that were painted with different and distinct paint types are now covered by a single overlay. Sample locations for this survey were determined by the inspector and were selected in a random fashion after homogeneous areas were identified.

Sample locations for this survey were chosen in a semi-random fashion with emphasis placed on minimizing damage to the sampled materials. The samples were collected by carefully removing a small amount of the suspect material, with every attempt to separate the paint from the substrate. If possible, samples were collected from existing damaged areas or loose pieces of materials. Each sample was placed in a separate sealed plastic bag, and labeled with the project number and sample number.

4.2 Laboratory Analytical Methods
Paint chip samples were analyzed by E.H.S. of Richmond, Virginia, to detect the presence of total lead in accordance with EPA Method 7420. Copies of the analytical results and Chain-of-Custody Record are included in Appendix A.

5.0 RESULTS OF INVESTIGATION

As stated previously, 3 samples of suspected LBPs were collected from throughout the structure. Analytical laboratory results and field observations of the materials sampled have been summarized on Table I, following the text of this report. Information presented within the table includes the sample number, the room equivalent, building component, substrate, testing location, lead content, the volume of LBP identified (typically expressed in square feet), and the condition of the material sampled. In addition, footnotes have been provided to convey pertinent information regarding the specific sample.

The following paints contained 0.5% or greater total lead by weight and are defined as lead-based paint:

No paints contained 0.5% or greater total lead by weight.
The following paints contained greater than 0.009% total lead by weight and are defined as lead-containing paint:
No paints contained greater than 0.009% total lead by weight.

The paints on the exterior and interior of the building surveyed were generally in good condition.

6.0 CONCLUSIONS

Occupational exposure to lead is regulated by both the Federal Occupational Safety and Health Administration (OSHA) (29 CFR 1926.62) and California OSHA (Title 8, GISO 5198 and CSO 1532.1). Based on Federal and California OSHA, when disturbing paints which contain lead (any amount of detectable lead), the above-noted OSHA and California OSHA regulations should be followed. Furthermore, the United States Department of Housing and Urban Development (HUD) publication entitled "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing," dated 1995, outlines specific guidelines for disrupting paint with lead in excess of 5,000 mg/kg (lead-based paint). These guidelines have been developed primarily to address conditions within buildings utilized for residential purposes. In addition, industry accepted standards also suggest that building owners notify occupants regarding the presence, location, and extent of lead-based paints. Records of all notifications and reports must be maintained for the duration of ownership and must be transferred to successive owners.

All construction work where an employee may be occupationally exposed to lead containing paint, including building renovation and demolition, must comply with OSHA Regulation 29 CFR 1926.62 and California OSHA Title 8, CSO 1532.1. This regulation requires initial employee exposure monitoring to evaluate worker exposure during work that disturbs lead containing paint. Krazan suggests that engineering controls and air monitoring for airborne lead be conducted at the start of projects in which worker exposure to lead containing paint is likely.

Demolition of buildings containing lead-based paint is not specifically regulated by the San Joaquin Valley Air Pollution Control District (APCD). General requirements for building demolition, however, such as dust control, must be strictly followed. Also, building components which have been identified as being coated with loose and flaking LBPs must be handled (typically done by scraping of loose/flaking LBPs and then stabilized with an over coating of fresh paint) and LBP chips disposed of as a Hazardous Waste and not be discarded as general construction debris.
7.0 LIMITATIONS

This survey and review of the subject property has been limited in scope. This investigation is undertaken with the calculated risk that the presence, full nature, and extent of lead-containing paints would not be revealed by visual observation and sampling alone. Krazan & Associates, Inc. makes no representation as to the lead content of paints not sampled or that were inaccessible to our inspector.

The findings of this report were based upon the results of our site inspection, paint chip sampling, along with the interpretation of paint chip analysis results. Lead-paint testing was done by a laboratory certified by the State of California Department of Public Health (DPH) and accredited as an AIHA Environmental Lead Laboratory Accreditation Program (ELLAP) laboratory. Therefore, the data are accurate only to the degree implied by review of the data obtained and by professional interpretation, and the degree of care of ensuring the testing accuracy and the representative nature of the samples obtained. The findings presented herewith are based on professional interpretation using state of the art methods and equipment and a degree of conservatism deemed proper as of this report date. It is not warranted that such data cannot be superseded by future environmental or technical developments.

This lead-based paint survey is not intended to be the sole basis of lead paint removal bids. Confirmation of specific lead-based paint and volumes should be conducted by prospective removal contractors prior to accepting removal bids. This report is provided for the exclusive use of the client noted on the cover page and is subject to the terms and conditions in the applicable contract between the client and Krazan. The client is the only party to whom Krazan has explained the risks involved and has been involved in the shaping of the scope of services needed to satisfactorily manage those risks, if any, from the client’s point of view. Any third party use of this report, including use by Client’s lender, prospective purchaser, or lessee will be subject to the terms and conditions governing the contractual work in the contract between the client and Krazan. The unauthorized use of, release of, or reliance on the information contained in this report, without the expressed written consent of Krazan & Associates, Inc., is strictly prohibited and will be without risk or liability to Krazan.
If you have any questions or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.

Jeffrey R. Noël
DPH Certified Lead Inspector/Assessor
No. 7028

JRN/mlt
TABLE I
LEAD-BASED PAINT SURVEY RESULTS
PC Gym North Foyer Rm 618
100 East College Avenue
Porterville, California
May 11, 2020 Sampling

<table>
<thead>
<tr>
<th>Sample No.</th>
<th>Sample Location</th>
<th>Paint Sampled</th>
<th>Lead content % by weight</th>
<th>Volume est. in sq. ft.</th>
<th>Condition</th>
<th>Notes/Additional locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>wall</td>
<td>plaster wall</td>
<td>0.0055</td>
<td>NC</td>
<td>good</td>
<td>light gray</td>
</tr>
<tr>
<td>2</td>
<td>ceiling</td>
<td>plaster ceiling</td>
<td>&lt;0.0050</td>
<td>NC</td>
<td>good</td>
<td>light gray</td>
</tr>
<tr>
<td>3</td>
<td>wall</td>
<td>concrete column</td>
<td>0.0082</td>
<td>NC</td>
<td>good</td>
<td>dark gray</td>
</tr>
</tbody>
</table>

NOTE: Lead-based paint is defined as paint containing 0.5% or greater lead by weight. Lead containing paint is defined as paint containing greater than 0.009% lead by weight. NC = Not calculated

Bold text items are considered Lead-based paint
Italic text items are considered Lead-containing paint
FLOOR PLAN WITH PAINT SAMPLE LOCATIONS

PORTERVILLE COLLEGE
GYMNASIUM NORTH FOYER RM 618
100 EAST COLLEGE AVENUE
PORTERVILLE, CALIFORNIA

Scale: NOT TO SCALE
Date: 5 / 20

Drawn by: J. R. N.
Approved by: J.R.N
Project No. 024-20034
Figure No. 1

EXPLANATION

PAINT SAMPLE LOCATION

1

2

3
### Laboratory Results

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Collection Location</th>
<th>Pb (ug/g) ppm</th>
<th>% Pb by Wt.</th>
<th>Narrative ID</th>
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<tbody>
<tr>
<td>20-05-01067-001</td>
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<td></td>
<td>55</td>
<td>0.0055</td>
<td></td>
</tr>
<tr>
<td>20-05-01067-002</td>
<td>2</td>
<td></td>
<td>&lt;50</td>
<td>&lt;0.0050</td>
<td></td>
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<tr>
<td>20-05-01067-003</td>
<td>3</td>
<td></td>
<td>82</td>
<td>0.0082</td>
<td></td>
</tr>
</tbody>
</table>
The HUD lead guidelines for lead paint chips are 0.50% by Weight, 5000 ppm, or 1.0 mg/cm². The Reporting Limit (RL) for samples prepared by ASTM E-1979-17 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm3 are calculated based on area supplied by client. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C.

ELLAP Accreditation through AIHA-LAP, LLC (100420), NY ELAP #11714.
<table>
<thead>
<tr>
<th>Sample Number</th>
<th>Sample Date &amp; Time</th>
<th>Asbestos</th>
<th>Lead</th>
<th>Other Metals</th>
<th>Particulate</th>
<th>Total Nuisance (NIOSH 0500)</th>
<th>Respirable (NIOSH 0600)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Bulk ID by PLM</td>
<td></td>
<td></td>
<td>Paint (%)</td>
<td>Paint (PPM)</td>
<td>Soil</td>
<td>Wipe *</td>
</tr>
<tr>
<td>1</td>
<td>5/11/20</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>5/11/20</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>5/11/20</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Do wipe samples submitted meet ASTM E1792 requirements?  
Yes ☐  No ☐

Released By: Jeff Noël  
Signature:  
Date/Time: 5/11/20 1500

Received By:  
Signature:  
Date/Time: 5/12/20 @ 10:41 pm
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

<table>
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<th>INDIVIDUAL</th>
<th>CERTIFICATE TYPE</th>
<th>NUMBER</th>
<th>EXPIRATION DATE</th>
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<tbody>
<tr>
<td>Jeffrey Noel</td>
<td>Lead Inspector/Assessor</td>
<td>LRC-00003853</td>
<td>1/4/2021</td>
</tr>
<tr>
<td></td>
<td>Lead Project Designer</td>
<td>LRC-00003854</td>
<td>1/4/2021</td>
</tr>
<tr>
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<td>Lead Supervisor</td>
<td>LRC-00003852</td>
<td>1/4/2021</td>
</tr>
</tbody>
</table>

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual’s photo and name to another valid form of government issued photo identification. Verify the individual’s certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clinpp or calling (800) 597-LEAD.
Attachment 5

ASBESTOS SURVEY
PC GYM NORTH FOYER RM 618
100 EAST COLLEGE AVENUE
PORTERVILLE, CALIFORNIA

Project No. 024-20034
May 14, 2020

Prepared for:
Joe DeRosa
Kern Community College District
2100 Chester Avenue, Suite 201
Bakersfield, California 93301
(661) 336-5174

Prepared by:
Krazan & Associates, Inc.
215 West Dakota Avenue
Clovis, California 93612
(559) 348-2200
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<td>4.0 INVESTIGATIVE METHODS</td>
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<tr>
<td>7.0 LIMITATIONS</td>
<td>3</td>
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</table>

**Figures**
- Asbestos Survey Results: following text
- Floor Plan: following Results

**Appendices**
- Analytical Results and Chain-of-Custody Record: A
- DOSH Certifications: B
May 14, 2020

ASBESTOS SURVEY
PC GYM NORTH FOYER RM 618
100 EAST COLLEGE AVENUE
PORTERVILLE, CALIFORNIA

1.0 INTRODUCTION

This report presents the results of our asbestos survey for the structure located at 100 E. College Ave. in Porterville, California. The asbestos survey was conducted under the conditions of Krazan & Associates, Inc.’s (Krazan’s) Proposal No. P20-137, dated April 27, 2020. Thomas J. Burke gave written authorization on April 28, 2020, for Krazan to proceed with the asbestos survey.

2.0 PURPOSE AND SCOPE OF WORK

The purpose of the asbestos survey was to identify and quantify the presence of potential asbestos-containing materials (ACMs) at the on-site structure in areas scheduled for remodel. The scope of work for the asbestos survey included conducting a visual survey of the structure and conducting bulk sampling and analysis of materials suspected to contain asbestos. This survey was performed in accordance with applicable local, state, and federal regulations.

3.0 BUILDING DESCRIPTION

The site is located on the north side of College, east of Main in Porterville, California. The interior construction included plaster ceiling; plaster and concrete block walls; and concrete floors overlain (in areas) by floor tiles.
4.0 INVESTIGATIVE METHODS

4.1 Sampling Protocols
Seven (7) samples of suspected ACMs were collected from throughout the on-site structure. Sample locations for this survey were chosen in a semi-random fashion with emphasis placed on minimizing damage to the sampled materials. The samples were collected by carefully removing a small amount of the suspect material in a non-abrasive manner. If possible, samples were collected from existing damaged areas or loose pieces of materials. Each sample was placed in a separate sealed plastic bag, and labeled with the project number and sample number. Refer to the Floor Plan following the text for the bulk sample locations.

4.2 Laboratory Analytical Methods
The bulk samples collected were analyzed by E.H.S. Laboratories of Richmond, Virginia, to detect the presence, type, and percentage of asbestos by polarized light microscopy/dispersion staining, following the procedure described in 40 CFR 763, Subpart E, Appendix A (AHERA). Copies of the Analytical Results and Chain-of-Custody Record are included in Appendix A.

5.0 RESULTS OF INVESTIGATION

As stated previously, 7 samples of suspected ACMs were collected from throughout the structure. Analytical laboratory results and field observations of the materials sampled have been summarized on Table I, following the text of this report. Information presented within the table includes the sample number, the sample description, the location where the sample was obtained, the asbestos content, the volume of ACMs identified (typically expressed in square feet), the condition of the material sampled, and a listing of locations where similar (homogenous) ACMs were also noted (although not necessarily sampled in these areas). In addition, footnotes have been provided to convey pertinent information regarding the specific sample or homogenous material.

The following materials were identified as containing at least one percent asbestos:
No samples collected from this structure contained detectable amounts of asbestos.
6.0 CONCLUSIONS

The National Emissions Standards for Hazardous Air Pollutants (NESHAP) defines regulated asbestos-containing materials (RACM) as the following: friable materials containing more than one percent asbestos as determined by polarized light microscopy; Category I non-friable materials (i.e., floor tiles, asphalt roofing products) containing more than one percent asbestos that have become friable, have been subjected to or will be subjected to sanding, grinding, cutting, or abrading; and Category II non-friable materials (i.e., non-friable asbestos-containing materials that are not Category I materials) containing more than one percent asbestos that have a high probability of becoming or have already been reduced to a friable condition by demolition or renovation activities. The above-noted samples did not contain greater than one percent asbestos and would, therefore, not meet the definition of a RACM under the NESHAP. In addition, the California Division of Occupational Safety and Health (Cal-OSHA) defines asbestos-containing construction material (ACCM) as greater than 0.1 percent asbestos. The above-noted samples did not contain greater than 0.1 percent asbestos and, therefore, would not meet the definition of an ACCM.

The San Joaquin Valley Air Pollution Control District (APCD) is the responsible agency on the local level to enforce the NESHAP. The APCD Regional Office requires that asbestos-containing materials (ACM) be removed prior to renovation or demolition activities. Additionally, the APCD must be notified prior to any demolition and/or renovation activities.

7.0 LIMITATIONS

This survey and review of the subject property has been limited in scope. This investigation is undertaken with the risk that visual observations and random sampling alone would not reveal the presence, full nature, and extent of asbestos-containing materials. Krazan makes no representation as to the asbestos content of materials not sampled or that were inaccessible to our inspector (i.e., between walls, beneath floors, in pipe chases, etc.). The asbestos sample locations and building dimensions were measured/located in the field by tape measurement from existing features. Therefore, the sample locations, building dimensions, and approximate square footage of asbestos-containing materials should be considered accurate only to the degree implied by the methods used.
The findings presented in this report were based on field observations, random sampling and analysis, review of available data, and discussions with local regulatory and advisory agencies. Therefore, the data obtained are clear and accurate only to the degree implied by the sources and methods used. The information presented herewith was based on professional interpretation using presently accepted methods with a degree of conservatism deemed proper as of the report date. We do not warrant that future technical developments cannot supersede such data.

This asbestos survey is not intended to be the sole basis for asbestos removal bids. Confirmation of the condition and volume of the ACMs should be conducted by prospective removal contractors prior to accepting removal bids. This report is provided for the exclusive use of the client noted on the cover page and is subject to the terms and conditions in the applicable contract between the Client and Krazan. The client is the only party to whom Krazan has explained the risks involved and has been involved in the shaping of the scope of services needed to satisfactorily manage those risks, if any, from the client’s point of view. Any third party use of this report, including use by the Client’s lender, prospective purchaser, or lessee will be subject to the terms and conditions governing the contractual work between the Client and Krazan. The unauthorized use of, reliance on, or release of the information contained in this report, without the expressed written consent of Krazan, is strictly prohibited and will be without risk or liability to Krazan.

Asbestos analysis was conducted by a laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST). The results of the asbestos analyses are accurate only to the degree and care of ensuring the testing accuracy and the representative nature of the samples obtained.

If you have any questions or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,

KRAZAN & ASSOCIATES, INC.

Jeffrey R. Noël
DOSH Certified Asbestos Consultant
No. 00-2828

JRN/mlt

KRAZAN & ASSOCIATES, INC.
With Offices Serving the Western United States
# TABLE I
ASBESTOS ANALYSIS RESULTS
PC Gym North Foyer Rm 618
100 East College Avenue
Porterville, California
May 11, 2020 Sampling

<table>
<thead>
<tr>
<th>Sample No.</th>
<th>Sample Description</th>
<th>Sample Location</th>
<th>Asbestos Content</th>
<th>Approx. Sq. Ft.</th>
<th>Condition / Friability</th>
<th>Notes/ Additional locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plaster</td>
<td>ceiling</td>
<td>ND</td>
<td>NC</td>
<td>NA</td>
<td>homogenous throughout</td>
</tr>
<tr>
<td>2</td>
<td>Plaster</td>
<td>ceiling</td>
<td>ND</td>
<td>NC</td>
<td>NA</td>
<td>homogenous throughout</td>
</tr>
<tr>
<td>3</td>
<td>Plaster</td>
<td>wall</td>
<td>ND</td>
<td>NC</td>
<td>NA</td>
<td>homogenous throughout</td>
</tr>
<tr>
<td>4</td>
<td>Skim coat</td>
<td>ceiling</td>
<td>ND</td>
<td>NC</td>
<td>NA</td>
<td>homogenous throughout</td>
</tr>
<tr>
<td>5</td>
<td>Skim coat</td>
<td>ceiling</td>
<td>ND</td>
<td>NC</td>
<td>NA</td>
<td>homogenous throughout</td>
</tr>
<tr>
<td>6</td>
<td>Skim coat</td>
<td>wall</td>
<td>ND</td>
<td>NC</td>
<td>NA</td>
<td>homogenous throughout</td>
</tr>
<tr>
<td>7</td>
<td>Base cove mastic</td>
<td>wall</td>
<td>ND</td>
<td>NC</td>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>

NA = Not applicable  
NC = Not calculated  
ND = None detected  
Trace = Less than one percent (<1%) chrysotile asbestos
FR = Friable

F = Fair condition  
G = Good condition  
NF = Non-friable
# Laboratory Results

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
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</table>
| 20-05-01068-001   | 1                    | Off-White to Rust Orange Cementitious; White Brittle; Inhomogeneous | NAD      | 1% Cellulose  
99% Non-Fibrous |
| 20-05-01068-002   | 2                    | Off-White Cementitious; White Brittle; Inhomogeneous | NAD      | 2% Cellulose  
98% Non-Fibrous |
| 20-05-01068-003   | 3                    | Off-White Cementitious; White Brittle; Inhomogeneous | NAD      | 1% Cellulose  
99% Non-Fibrous |
<p>| 20-05-01068-004   | 4                    | White Brittle; Off-White Cementitious; Inhomogeneous | NAD      | 100% Non-Fibrous |</p>
<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
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<td>20-05-01068-005</td>
<td>5</td>
<td>White Brittle; Off-White Cementitious; Inhomogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
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<tr>
<td>20-05-01068-006</td>
<td>6</td>
<td>White Brittle; Off-White Cementitious; Inhomogeneous</td>
<td>NAD</td>
<td>1% Cellulose 99% Non-Fibrous</td>
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<tr>
<td>20-05-01068-007</td>
<td>7</td>
<td>Pale Beige/Brown Adhesive; Inhomogeneous</td>
<td>NAD</td>
<td>1% Cellulose 2% Talc 97% Non-Fibrous</td>
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Environmental Hazards Services, L.L.C

Client Number: 05-5650  Report Number: 20-05-01068
Project/Test Address: 024-20034; PC Gym North Foyer Rm 618

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<tr>
<th>Lab Sample Number</th>
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<td>QC Blank:</td>
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<td>Reporting Limit:</td>
<td>1% Asbestos</td>
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<td>Method:</td>
<td>EPA Method 600/R-93/116, EPA Method 600/M4-82-020</td>
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</tr>
<tr>
<td>Analyst:</td>
<td>Mark Case</td>
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</table>

Reviewed By Authorized Signatory: Missy Kanode
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected
<table>
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<th>E.H.S. Sample #</th>
<th>Client ID#</th>
<th>Sample Location</th>
<th>Sample Description</th>
<th>E.H.S. Sample #</th>
<th>Client ID#</th>
<th>Sample Location</th>
<th>Sample Description</th>
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Due Date: 05/15/2020 (Friday)

EL

RELINQUISHED BY: Jeff Noël

RECEIVED AT E.H.S. BY: Erika Contrada

DATE: 5/12/2020 6:47 PM
August 23, 2019

Jeffrey Ronald Noel  
1055 Chennault Avenue  
Clovis, CA 93611

Dear Certified Asbestos Consultant or Technician:

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

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

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

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

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

Sincerely,

Jeff Ferrell  
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal – Card Attached (Revised 01/10/2019)