

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

August 12, 2025
6:30 P.M.

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

1. CALL TO ORDER, ROLL CALL AND FLAG SALUTE

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

2. BACK TO SCHOOL UPDATE BY TRISTIN CAMP.

3. HEARING OF STAFF AND/OR CITIZENS *This agenda item is included to allow members of the public opportunity to ask questions or discuss non-agenda items with the Board. There will be a three-minute time limit per person or twenty minutes total per item. (BB9323)*

4. CONSENT CALENDAR *All the items listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one action unless members of the board, staff or public request specific items to be discussed and/or removed from the Consent Calendar. It is recommended the following be approved or ratified:*

- A. Approve minutes of Special Meeting of June 10, 2025.
- B. Approve minutes of Regular Meeting of June 10, 2025.
- C. Approve minutes of Special Meeting of June 17, 2025.
- D. Approve minutes of Special Meeting of July 1, 2025.
- E. Approve minutes of Special Meeting of August 1, 2025.
- F. Approve June End of Month Payroll of \$318,531.93, July Mid Month Payroll of \$73,150.07, July End of Month Payroll of \$189,033.95, and August Mid Month Payroll of \$37,363.39.
- G. Approve Batch #17, #18, #1

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

5. DISCUSSION OR ACTION ITEMS

A. General Control

- (1) Report on Williams Settlement Complaints.
- (2) Discussion and Possible Action to Change the November 2025 Regular Board Meeting Date.

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

B. Budget and Finance

- (1) Approval of Agreement #26-235739 – KCSOS District Business Office Systems.

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

- (2) Approval of Debt Management Policy – Board Policy #3461

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

- (3) Approval of Master Agreement for Professional Services with Infinity Communications And Compliance, Inc.

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

- (4) Approval of Proposal from Air Wave to Install a New Repeater on the Radio Tower for \$14,502.39.

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

- (5) Approval of Proposal from Krazan to Provide Compaction Tests and Soil Sampling for Lakeside School New Shade Structure and Play Area for \$16,366.00.

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

- (6) Approval of Proposal from Krazan to Provide Compaction Tests and Soil Sampling for Lakeside School AC Paving for \$20,251.00.

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

- (7) Approval of Quote for Water Filters at Lakeside School for \$5,260.95.

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

C. Personnel

- (1) Approval to Hire Cinthia Black, 8 Hour School Clerk at Suburu School.

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

- (2) Approval to Hire Jacqueline Diaz, 5.5 Hour Food Service Worker at Suburu School.

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

- (3) Approval to Hire Ryen Lopez, 5.5 Hour Food Service Worker at Lakeside School.

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

- (4) Approval to Hire Verenice Lopez, 6 Hour Instructional Aide at Lakeside School.

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

- (5) Approval to Hire Morgan Sosebee, 4 Hour Supervision Aide at Lakeside School .

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

6. REPORTS AND CORRESPONDENCE

A. CSEA

B. CTA

C. Department Back to School Updates.

D. Correspondence

E. Board Members Reports *Each Board member may report about various matters involving the District. There will be no Board discussion except to ask questions and refer matters to staff and no action will be taken unless placed on an agenda for a subsequent meeting.*

F. Superintendent Report

7. ADVANCE PLANNING

A. Future Meeting Dates

(1) Regular Board Meeting – September 9, 2025 at 6:30 p.m. in the Lakeside School Auditorium.

8. ADJOURNMENT

Time: _____

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

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

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

June 10, 2025
6:00 P.M.

BOARD MEMBERS PRESENT: Trustees Buoni, Banducci, Jones, D. Buoni, and Robertson

BOARD MEMBERS ABSENT:

OTHERS PRESENT: See Attached

1. Call to Order, Roll Call The special meeting convened at 6:00 p.m.
2. Presentation of Facility Projects/Construction Update by Ordiz Melby.
3. Adjournment Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni.
No – 0. Abstained – 0. Absent – 0.

The meeting was adjourned at 6:31 p.m.

Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

June 10, 2025
6:30 P.M.

BOARD MEMBERS PRESENT: Trustees Buoni, Banducci, Jones, Robertson, and D. Buoni

BOARD MEMBERS ABSENT:

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The regular meeting convened at 6:32 p.m.
2. Consent Calendar Approval of Consent Agenda. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
By this action the Board:
 - A. Approved minutes of Regular Meeting of May 13, 2025.
 - B. Approved May End of Month Payroll, and June Mid Month Payroll.
3. Hearing of Staff and/or Citizens None
4. Closed Session
 - A. Evaluation of Superintendent's Performance
 - B. Conference with Labor Negotiators (G.C. 54957.6)
 - Employee Organizations: LTA, CSEA, Classified Management
 - Labor Negotiators: Ty Bryson
5. Open Session
6. Report of Closed Session – The Board gave Mr. Bryson a Satisfactory Evaluation.
7. Discussion or Action Items
 - A. General Control
 - (1) Approval of Certification for "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools." Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (2) Approval of Statement of Assurance for Instructional Materials for Fiscal year 2025-2026. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

B. Budget and Finance

- (1) Approval of Quote from Champion Hardware, Inc. for \$14,296.59. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval of Agreement #26-234157 – District External Accounting Services.. Motion by Trustee Banducci, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Public Hearing on the Proposed 2025-2026 Lakeside Union School District LCFF Budget Overview for Parents.
- (4) Close Public Hearing on the Proposed 2025-2026 Lakeside Union School District LCFF Budget Overview for Parents.
- (5) Public Hearing on the Proposed LCAP Annual Update for the Lakeside Union School District.
- (6) Close Hearing on the Proposed LCAP Annual Update for the Lakeside Union School District.
- (7) Public Hearing on the Proposed 2025-2026 LCAP for the Lakeside Union School District.
- (8) Close Public Hearing on the Proposed 2025-2026 LCAP for the Lakeside Union School District.
- (9) Public Hearing on the Proposed 2025-2026 Budget for the Lakeside Union School District.
- (10) Close Public Hearing on the Proposed 2025-2026 Budget for the Lakeside Union School District.
- (11) Approval of Agreement with Document Tracking Services for the 2025-2026 School Year. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (12) Approval of Disclosure of Collective Bargaining Agreement for CSEA Chapter 730 in Accordance with AB1200. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (13) Approval of BMYSL 2025-2026 Constitution, Policies, and Bylaws. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (14) Discussion and Possible Action to Replace Carpet in Rooms 701-706 at Suburu School. Motion by Trustee Buoni to use Metro Floors Inc, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (15) Discussion and Possible Action to Replace Carpet in Rooms 901-905 at Lakeside School. Motion by Trustee Jones to use Metro Floors Inc, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (16) Discussion and Possible Action to for Tree Trimming Services at Suburu School. Motion by Trustee Buoni to use General Tree Service, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (17) Discussion and Possible Action to for Tree Trimming Services at Lakeside School. Motion by Trustee Jones to use T&S Tree Service, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

C. Personnel

- (1) Approval of Declaration of Need for Fully Qualified Educators for 2025-2026 School Year. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval of Annual Statement of Need for 30-Day Substitute Teacher Permits for 2025-2026 School Year.. Motion by Trustee Jones, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Approval of Resolution 06102025 – Employment of SLP Per Ed Code 44831 – Karen Kelly K’ Miller. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval to Hire Casey Briggs as an Academic Coach for the District. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval to Hire Caleb Prendez, 8 Hour SASI I at Suburu School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (6) Approval to Hire Cinthia Black, 6.5 Hour Instructional Aide/Community Liason at Suburu School. Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval to Hire Lejocelyn Francisco on a Short Term Staff Permit (STSP) as a Multiple Subject Teacher at Suburu School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (8) Approval to Hire Jalen Kellams on a Short Term Staff Permit (STSP) as a Special Education Mild/Moderate Teacher at Suburu School. Motion by Trustee Banducci, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (9) Approval to Hire Ana Villarreal, Special Education Mild/Moderate Teacher at Suburu School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (10) Approval to Hire Mikayla Reyna, Multiple Subject Teacher at Suburu School. Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (11) Approval to Hire Joseph Murphy, Multiple Subject Teacher at Suburu School. Motion by Trustee Banducci, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (12) Approval to Hire Alondra Herrera, 6.0 Hour Instructional Aide at Lakeside School. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (13) Approval to Hire Jessica Diaz, School Psychologist Intern at Lakeside School. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (14) Hearing and Public Comment of the Lakeside Union School Districts Initial Reopener Proposal to the Lakeside/Suburu Teachers Association for the 2025-2026 School Year.
- (15) Close Hearing and Public Comment.
- (16) Adoption of the Lakeside Union School Districts Initial Reopener Proposal to the Lakeside/Suburu Teachers Association Regarding Collective Bargaining Negotiations for the 2025-2026 School Year. Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (17) Hearing and Public Comment of the Lakeside/Suburu Teachers Association Initial Reopener Proposal to the Lakeside Union School District for the 2025-2026 School Year.
- (18) Close Hearing and Public Comment.
- (19) Adoption of the Lakeside/Suburu Teachers Association Initial Reopener Proposal to the Lakeside Union School District Regarding Collective Bargaining Negotiations for the 2025-2026 School Year. Motion by Trustee Jones, seconded by Trustee Buoni.
Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (20) Approval to Hire Rita Aguirre, 6 Hour Instructional Aide at Lakeside School. Motion by Trustee Buoni, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (21) Discussion and Possible Action for Agency Designated Representatives for Unrepresented Employment: Superintendent. Motion by Trustee Buoni for Trustee Russell Robertson and Trustee Tamara Jones, seconded by Trustee Banducci.
Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

8. Reports and Correspondence

- A. Enrollment Lakeside 880 Suburu 828 Total 1708
- B. CSEA – None
- C. CTA – None
- D. Correspondence – Mr. Bryson will be responding to grand jury with a formal response.
- E. Board Members Reports – Trustee Jones meet with Matt Watson about the Charter School. There is 100 kids in Kern County, we would get 1% if we sponsor the charter school. We don't really have the space for a charter school to rent and it sounds like a lot of work on the districts side.
- F. Superintendent Report – Mr. Bryson had nothing to report.

9. Advance Planning

- A. Future Meeting Dates
 - (1) Special Board Meeting at Lakeside School Auditorium at 6:30 p.m. on June 17, 2025.

10. Adjournment Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

The meeting was adjourned at 8:10 p.m.

Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

June 17, 2025
6:30 P.M.

BOARD MEMBERS PRESENT: Trustees Buoni, Banducci, Jones, Robertson, and D. Buoni

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The special meeting convened at 6:30 p.m.
2. Presentation of the LCAP Federa Addendum.
3. Presentation of the LCAP Local Indicators.
4. Discussion or Action Items
 - A. Budget and Finance
 - (1) Approval of Proposal from Metro Floors for Carpet in Room 909 and 910 at Suburu School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - (2) Approval of Contract Between Boys and Girls Club and the Lakeside Union School District for 2025-2026 Suburu Winter/Spring Break Program. Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - (3) Approval of Contract Between Boys and Girls Club and the Lakeside Union School District for 2025-2026 School Year Program. Motion by Trustee Jones, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - (4) Approval of the 2025-2026 Lakeside Union School District LCFF Budget Overview for Parents. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - (5) Approval of the LCAP Annual Update for the Lakeside Union School District. Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (6) Approval of the 2025-2026 LCAP for the Lakeside Union School District. Motion by Trustee Jones, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval of the 2025-2026 Budget for Lakeside Union School District. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (8) Approval of Resolution #06172025 – Education Protection Account. Motion by Trustee Jones, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

C. Personnel

- (1) Approval to Hire Alicia Aceves, 5.5 Hour Instructional Aide at Lakeside School. Motion by Trustee Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval to Hire Jessica Llewellyn, 8 Hour SASI II at Lakeside School. Motion by Trustee Banducci, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 1. Absent – 0.
- (3) Approval to Hire Estefan Alcocer, Campus Security and Truancy Supervisor at Lakeside School. Motion by Trustee Jones, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 1. Absent – 0.
- (4) Approval to Hire Jasmine Valenzuela, 4 Hour Supervision Aide at Lakeside School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval to Hire Suzette Cano, 2nd Grade Teacher at Lakeside School. Motion by Trustee Banducci, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (6) Approval to Hire Anayh Perez, 6th Grade Teacher at Lakeside School. Motion by Trustee Jones, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval to Hire Dustin Shipley, 8 Hour Utility Worker/Custodian at Lakeside School. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (8) Approval to Hire Elle Taylor, 5.5 Hour Food Service Worker at Suburu School.
Motion by Trustee Banducci, seconded by Trustee Jones. Approved - Trustee Buoni,
Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0.
Abstained – 0. Absent – 0.

5. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on August
12, 2025.

6. Adjournment Motion by Trustee Jones, seconded by Trustee Banducci. Approved - Trustee
Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni.
No – 0. Abstained – 0. Absent – 0.

The meeting was adjourned at 6:58 p.m.

Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

July 1, 2025
6:30 pm

BOARD MEMBERS PRESENT: Trustees Buoni, Banducci, Jones, Robertson, D. Buoni

BOARD MEMBERS ABSENT:

OTHERS PRESENT:

1. Call to Order, Roll Call, Flag Salute The special meeting convened at 6:30 p.m.
2. Hearing of Staff and/or Citizens None
3. Closed Session
 - A. Closed Session Pursuant to Government Code Section 54957: Public Employee Appointment – Director of Curriculum & Instruction
4. Open Session
5. Report of Closed Session Nothing to Report
6. Discussion or Action Items
 - A. Budget and Finance
 - (1) Discussion and Possible Action for Additional Asphalt to the Kindergarten Play Area At Lakeside School. Motion by Trustee Jones to use Kern Asphalt, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.
 - (2) Discussion and Possible Action for North Play Area at Lakeside School. Motion by Trustee Buoni to use MTZ Building Solutions, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.
 - (3) Discussion and Possible Action for Lakeside School Paving Project. Motion by Trustee Jones to use Griffith Company, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 1. Absent – 0.
 - (4) Discussion and Possible Action for Lakeside School 5-12 Playground Option 3A. Motion by Trustee Jones to use Game Time, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.

B. Personnel

- (1) Approval to Hire Lubna Al Qai Ni, 8th Grade Science Teacher at Lakeside School. Motion by Trustee Robertson, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.
- (2) Approval to Hire Eduardo Garcia on a Variable Term Waiver as a 7th Grade Math Teacher at Lakeside School. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.
- (3) Discussion and Possible Action to Approve Director of Curriculum & Instruction Job Description. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.
- (4) Approval to Hire Valerie Hudson, Director of Curriculum & Instruction. Motion by Trustee Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.
- (5) Discussion and Possible Action to Approve District Clerk Job Description. Motion by Trustee Robertson, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.

7. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on August 12, 2025.

8. Adjournment Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee, D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 0.

The meeting was adjourned at 7:26 p.m.

Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

August 1, 2025
6:00 pm

BOARD MEMBERS PRESENT: Trustees Banducci, Jones, D. Buoni

BOARD MEMBERS ABSENT: Trustees Buoni, Robertson

OTHERS PRESENT:

1. Call to Order, Roll Call, Flag Salute The special meeting convened at 6:00 p.m.
2. Discussion or Action Items
 - A. Budget and Finance
 - (1) Discussion and Possible Action to Purchase Two(2) New Buses for a Total of \$650,067.47. Motion by Trustee Jones to Purchase Buses from Bus West, seconded by Trustee Banducci. Approved - Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
 - (2) Discussion and Possible Action to Purchase Two(2) 2025 GMC Savana 12 Passenger Vans for a Total of \$107,190.06. Motion by Trustee Banducci to Purchase Vans from Motor City Auto Center, seconded by Trustee Jones. Approved - Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
 - (3) Discussion and Possible Action for Lakeside School Paving Project Change Order in The amount of \$631,270.00. Motion by Trustee Banducci with the Exclusion of Replacement of Wrought Iron Fence, seconded by Trustee Jones. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
 - B. Personnel
 - (1) Approval to Hire Tara Carr, Principal at Suburu School. Motion by Trustee Jones seconded by Trustee Banducci. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
 - (2) Approval to Hire Elle Taylor, 6 Hour Instructional Aide at Suburu School. Motion by Trustee Banducci seconded by Trustee Jones. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
 - (3) Approval to Hire Emma Brow, Psychologist at Lakeside School. Motion by Trustee Jones seconded by Trustee Banducci. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.

- (4) Approval to Hire Victoria Lozano, 2 Hour Instructional Aide at Suburu School. Motion by Trustee Banducci seconded by Trustee Jones. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
- (5) Approval to Hire Isabella Cristia, 5.83 Hour Instructional Aide Paraprofessional at Suburu School. Motion by Trustee Jones seconded by Trustee Banducci. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
- (6) Approval to Hire Nicholas Smith on a Short Term Staff permit (STSP) as a 7th – 8th Grade RSP Teacher at Lakeside School. Motion by Trustee Banducci seconded by Trustee Jones. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
- (7) Approval to Hire Alondra Herrera, 6 Hour Instructional Aide at Lakeside School. Motion by Trustee Jones seconded by Trustee Banducci. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.
- (8) Approval to Hire Lindsay Adamson, District Clerk. Motion by Trustee Banducci seconded by Trustee Jones. Approved – Trustee Banducci, Trustee D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2.

7. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on August 12, 2025.

8. Adjournment Motion by Trustee Jones, seconded by Trustee Banducci. Approved - Trustee Banducci, Trustee, D. Buoni, Trustee Jones. No – 0. Abstained – 0. Absent – 2

The meeting was adjourned at 6:15 p.m.

Secretary to the Board

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/20/2025

06/20/25 PAGE

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DISTRICT: 040 LAKESTIDE UNION SCHOOL DISTRICT
BATCH: 0017 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT : 01 GENERAL FUND

WARRANT VENDOR/ADDR NAME (REMIT)

REQ# REFERENCE LN FD-RESC-Y-OBJT-SO-GOAL-FUNC-STE-T2-TY3-TYP4 ABA NUM ACCOUNT NUM
DESCRIPTION

AMOUNT

45139969 002365/ ADVANCED DATA STORAGE

PV-250643

01-0000-0-5800.00-0000-2700-001-00-000-0000

0209106

19.99

01-0000-0-5800.00-0000-2700-001-00-000-0000

0206423

55.64

01-0000-0-5800.00-0000-2700-001-00-000-0000

0207126

35.65

01-0000-0-5800.00-0000-2700-002-00-000-0000

0209105

35.65
\$146.93

WARRANT TOTAL

45139970 000340/ AT&T

PV-250645

01-0000-0-5900.00-0000-7200-000-00-000-0000

23421563

639.61

01-0000-0-5900.00-0000-7200-000-00-000-0000

23421513

186.81

01-0000-0-5900.00-0000-7200-000-00-000-0000

23421511

30.45

01-0000-0-5900.00-0000-7200-000-00-000-0000

23421510

30.45

01-0000-0-5900.00-0000-7200-000-00-000-0000

23525156

179.10

01-0000-0-5900.00-0000-7200-000-00-000-0000

23510982

66.64

01-0000-0-5900.00-0000-7200-000-00-000-0000

23511055

14.51
\$1,147.57

WARRANT TOTAL

45139971 201800/ AT&T ETHERNET

PV-250644

01-0000-0-5900.00-0000-7200-000-00-000-0000

ETHERNET

1,252.90
\$1,252.90

WARRANT TOTAL

45139972 002628/ BAKERSFIELD PLUMBING

PV-250647

01-0000-0-5800.00-0000-8100-002-00-000-0000

1004817

740.76
\$740.76

WARRANT TOTAL

45139973 002629/ BAYLEE TALBOT

PV-250648

01-0000-0-5200.00-0000-3110-000-00-000-0000

MAX MILEAGE

34.65
\$34.65

WARRANT TOTAL

45139974 002505/ BOYS & GIRLS CLUB

PV-250650

01-2600-0-5800.00-1110-1000-000-00-000-0000

11WB2425

34,250.00
\$34,250.00

WARRANT TOTAL

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

06/20/25 PAGE

2

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/20/2025

BATCH: 0017 PAYMENTS

GENERAL FUND

ABA NUM ACCOUNT NUM

WARRANT VENDOR/ADDR REQ# REFERENCE IN FD-RESC-Y-OBJT.SO-GOAL-FUNC-SITE-T2-TY3-TYP4

DESCRIPTION

AMOUNT

45139975 002538/ BRADY INDUSTRIES

PV-250651

01-0000-0-4300.00-0000-8100-000-00-000-0000

10227352

104.37

01-0000-0-4300.00-0000-8100-000-00-000-0000

10228173

57.08

01-8150-0-4300.00-0000-8100-000-00-000-0000

10210849

386.62

01-8150-0-4300.00-0000-8100-000-00-000-0000

10203244

794.09

01-8150-0-4300.00-0000-8100-000-00-000-0000

10177778

45.52

01-8150-0-4300.00-0000-8100-000-00-000-0000

10177781

1,070.38

01-8150-0-4300.00-0000-8100-000-00-000-0000

10141534

1,444.51

01-8150-0-4300.00-0000-8100-000-00-000-0000

10128860

271.52

01-8150-0-4300.00-0000-8100-000-00-000-0000

10111631

35.72

01-8150-0-4300.00-0000-8100-000-00-000-0000

10117719

176.53

01-8150-0-4300.00-0000-8100-000-00-000-0000

10117721

1,079.27

01-8150-0-4300.00-0000-8100-000-00-000-0000

10099850

965.53

01-8150-0-4300.00-0000-8100-000-00-000-0000

10084503

6,594.58

01-8150-0-4300.00-0000-8100-000-00-000-0000

10088193

112.15

01-8150-0-4300.00-0000-8100-000-00-000-0000

10088194

90.27

01-8150-0-4300.00-0000-8100-000-00-000-0000

10094210

1,089.95

01-8150-0-4300.00-0000-8100-000-00-000-0000

10094219

226.74

45139976 000132/

CALIFORNIA WATER SERVICE

PV-250652

01-0000-0-5500.00-0000-8100-002-00-000-0000

WATER

2,056.20

WARRANT TOTAL

\$2,056.20

45139977 000381/

CHAMPION HARDWARE

PV-250653

01-0000-0-5800.00-0000-8100-001-00-000-0000

162503

32.48

01-0000-0-5800.00-0000-8100-001-00-000-0000

53455

1,712.81

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0017 PAYMENTS
FUND : 01 GENERAL FUND

FOR WARRANTS DATED 06/20/2025

WARRANT		VENOR/ADDR	REQ#	NAME (REMITT)	IN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
90133195	002205/	CINTAS CORPORATION	99	EFT	PV-250654	01-0000-0-4300.00-0000-8100-000-000-0000		53459			553.36
						01-0000-0-5800.00-0000-8100-001-00-000-0000		53458			210.00
						01-0000-0-5800.00-0000-8100-001-00-000-0000		162400			744.86
						WARRANT TOTAL					\$3,253.51
45139978	000385/	CITY OF BAKERSFIELD			PV-250655	01-0000-0-5500.00-0000-8100-000-000-0000		256122			1,751.61
						WARRANT TOTAL					\$1,751.61
45139979	002447/	COMPREHENSIVE DRUG TESTING			PV-250656	01-0000-0-5800.00-0000-3600-000-000-0000		63069			165.00
						01-0000-0-5800.00-0000-3600-000-000-0000		62202			480.00
						WARRANT TOTAL					\$645.00
45139980	000307/	DEPARTMENT OF JUSTICE			PV-250658	01-0000-0-5800.00-0000-7200-000-000-0000		814185			292.00

APY250 L. 00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT
BATCH: 0017 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	IN	FD-RESC-Y-OBJT, SO-GOAL-FUNC-STE-T2-TY3-TYP4	DESCRIPTION		

45139981	001104/	ELIAN FINANCIAL SERVICES				\$292.00
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	PV-250660		01-0000-0-4300.00-1110-1000-001-00-000-0000	DIPLOMAS		337.20
			01-0000-0-4300.00-1110-1000-001-00-111-0000	PBIS REWARDS		792.50
			01-0000-0-5800.00-0000-7200-000-00-000-0000	ADOBE, ZOOM, FEES		1,126.30
			01-0000-0-5800.00-0000-7200-000-00-000-0000	UPS STORE RETURN FEES, CAR WASH		343.72
		WARRANT TOTAL				\$2,599.72

90133196	001178/	INC EWING IRRIGATION PRODUCTS	99 EFT			
	PV-250659		01-0000-0-4300.00-0000-8100-000-00-000-0000	ORDER #19737001		163.75
			01-0000-0-4300.00-0000-8100-000-00-000-0000	ORDER #19736926		2,025.67
			01-0000-0-4300.00-0000-8100-000-00-000-0000	ORDER #19737075		1,139.57
			01-0000-0-4300.00-0000-8100-000-00-000-0000	ORDER #019745031		171.25
			01-0000-0-4300.00-0000-8100-000-00-000-0000			75.59
			01-0000-0-4300.00-0000-8100-000-00-000-0000			180.26
			01-0000-0-4300.00-0000-8100-000-00-000-0000			642.42
			01-0000-0-4300.00-0000-8100-000-00-000-0000			104.16
			01-0000-0-4300.00-0000-8100-000-00-000-0000	ORDER #019619724		207.49
			01-0000-0-4300.00-0000-8100-000-00-000-0000			8.38
			01-0000-0-4300.00-0000-8100-000-00-000-0000			166.02
			01-0000-0-4300.00-0000-8100-000-00-000-0000			79.79
			01-0000-0-4300.00-0000-8100-000-00-000-0000			119.69
			01-0000-0-4300.00-0000-8100-000-00-000-0000			119.69
			01-0000-0-4300.00-0000-8100-000-00-000-0000			537.54
			01-0000-0-4300.00-0000-8100-000-00-000-0000			30.17
		WARRANT TOTAL				\$5,771.44

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

06/20/25 PAGE

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DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/20/2025

FUND : 01 GENERAL FUND

WARRANT VENDOR/ADDR NAME (REMITT)

REQ# REFERENCE LN

FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4

ABA NUM ACCOUNT NUM
DESCRIPTION

AMOUNT

45139982 001238/

GALVAN TIRE SERVICE

PV-250661 01-0000-0-5800.00-0000-3600-000-00-000-0000

WARRANT TOTAL 38610

3,516.56
\$3,516.56

45139983 002485/

GO TO COMMUNICATIONS

PV-250665 01-0000-0-5900.00-0000-7200-000-00-000-0000

WARRANT TOTAL IN7103915188

3,111.80
\$3,111.80

45139984 001607/

GOLDEN EMPIRE FLEET SERVICE

PV-250662 01-0000-0-5800.00-0000-3600-000-00-000-0000

89755

1,533.68

01-0000-0-5800.00-0000-3600-000-00-000-0000

89611

811.72

01-0000-0-5800.00-0000-3600-000-00-000-0000

89587

6,737.96

01-0000-0-5800.00-0000-3600-000-00-000-0000

89059

4,530.37

01-0000-0-5800.00-0000-3600-000-00-000-0000

89870

837.01

01-0000-0-5800.00-0000-3600-000-00-000-0000

89973

936.29

01-0000-0-5800.00-0000-3600-000-00-000-0000

90000

\$15,986.43

45139985 001073/

GOLDEN EMPIRE TOWING

PV-250663 01-0000-0-5800.00-0000-3600-000-00-000-0000

WARRANT TOTAL 25-30817

290.00
\$290.00

45139986 001038/

GORDON SERVICES

PV-250664 01-0000-0-5800.00-0000-2700-002-00-000-0000

6277

589.68

01-0000-0-5800.00-0000-2700-002-00-000-0000

6260

2,579.85
\$3,169.53

45139987 000091/

W W GRAINGER INC

PV-250666 01-8150-0-4300.00-0000-8100-000-00-000-0000

WARRANT TOTAL 9516083004

188.87
\$188.87

45139988 000140/

GRAYBAR

PV-250707 01-0000-0-4300.00-0000-8100-000-00-000-0000

9300057465

143.98

APY250 I.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

06/20/25 PAGE

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0017 PAYMENTS
FUND : 01 GENERAL FUNDCOMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/20/2025

WARRANT	VENDOR/ADDR	NAME (REMITT)	REQ#	REFERENCE	LN	DEPOSIT TYPE	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT

45139996	000660/	M&S SECURITY SERVICES										
		PV-250678			01-0000-0-5800.00-0000-8100-000-00-000-0000				121483		157.89	
					01-0000-0-5800.00-0000-8100-001-00-000-0000				121401		20.00	
					01-0000-0-5800.00-0000-8100-001-00-000-0000				121485		120.00	
					01-0000-0-5800.00-0000-8100-002-00-000-0000				121718		480.00	
					01-0000-0-5800.00-0000-8100-002-00-000-0000				121484		120.00	
					01-0000-0-5800.00-0000-8100-002-00-000-0000				121428		80.00	
					WARRANT TOTAL						\$977.89	
45139997	000115/	MCMOR CHLORINATION										
		PV-250676			01-0000-0-5800.00-0000-8100-001-00-000-0000				26830		899.60	
					WARRANT TOTAL						\$899.60	
45139998	002640/	MICHAEL SPRINGSTEAD										
		PV-250677			01-0000-0-4300.00-0000-8100-000-00-000-0000					CART BATTERIES & TRAPS	30.80	
					01-0000-0-5800.00-0000-8100-000-00-000-0000					U-HAUL RENTAL	140.53	
					WARRANT TOTAL						\$171.33	
45139999	800725/	Napa Auto & Truck Parts/Orange										
		PV-250680			01-0000-0-4300.00-0000-3600-000-00-000-0000				27368		341.42	
					01-0000-0-4300.00-0000-3600-000-00-000-0000				27228		102.58	
					WARRANT TOTAL						\$444.00	
45140000	000061/	P G & E										
		PV-250681			01-0000-0-5500.00-0000-8100-001-00-000-0000					LAKESIDE GAS	6,021.16	
					01-0000-0-5500.00-0000-8100-001-00-000-0000					LAKESIDE POWER	20,263.75	
					01-0000-0-5500.00-0000-8100-002-00-000-0000					SUBURU GAS	3,035.07	
					01-0000-0-5500.00-0000-8100-002-00-000-0000					SUBURU GAS	3,093.32	
					01-0000-0-5500.00-0000-8100-002-00-000-0000					SUBURU POWER	33,886.19	

APY250 I.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

8

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/20/2025BATCH: 0017 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMITT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM
REQ#	REFERENCE	IN	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	DESCRIPTION	AMOUNT

45140001	000463/	PITNEY BOWES - PURCHASE POWER	01-0000-0-5500.00-0000-8100-002-00-000-0000	WARRANT TOTAL	1,422.79
					\$67,722.28

45140002	002160/	PLC HEATING & AIR	01-0000-0-5900.00-0000-7200-000-00-122-0000	WARRANT TOTAL	73.05
					\$73.05

45140003	000173/	PRICE DISPOSAL INC.	01-0000-0-5800.00-0000-8100-001-00-000-0000	WARRANT TOTAL	190.00
					2,110.00
					360.00
					270.00
					120.00
					657.85
					11,001.78
					\$14,709.63

45140004	002199/	PRIMO BRANDS	01-0000-0-5500.00-0000-8100-001-00-000-0000	WARRANT TOTAL	3,070.20
					140.04
					\$3,210.24

90133198	000191/	RAYMOND'S TROPHY & AWARD	01-0000-0-5800.00-1110-1000-001-00-000-0000	WARRANT TOTAL	2,253.36
					\$2,253.36

45140005	002544/	SILVAS OIL COMPANY	01-0000-0-4300.00-1110-1000-001-00-000-0000	WARRANT TOTAL	53.72
					\$53.72

			01-0000-0-5800.00-0000-3600-000-00-000-0000		2,941.39
					3,204.20

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/20/2025

BATCH: 0017 PAYMENTS

FUND : 01 GENERAL FUND

WARRANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM

REQ# REFERENCE IN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 DESCRIPTION AMOUNT

45140012 000454/ VERIZON WIRELESS PV-250697 01-0000-0-5900.00-0000-7200-000-00-000-0000 6113990956 630.61

90133199 002193/ VERNON C. SORENSON MD 99 EFT PV-250698 01-0000-0-5800.00-0000-3600-000-00-000-0000 00578636 45.00

01-0000-0-5800.00-0000-3600-000-00-000-0000 00577612 15.00

01-0000-0-5800.00-0000-3600-000-00-000-0000 00576964 55.00

WARRANT TOTAL \$115.00

45140013 000625/ WALL STREET IMPRINTABLES PV-250700 01-0000-0-4300.00-0000-8100-002-00-000-0000 109075 173.20

WARRANT TOTAL \$173.20

45140014 002480/ WELLS FARGO VENDOR FINANCIAL PV-250702 01-0000-0-5600.00-0000-2700-001-00-000-0000 5034373250 1,867.31

01-0000-0-5600.00-0000-2700-001-00-000-0000 5034524258 860.59

WARRANT TOTAL \$2,727.90

45140015 002356/ WEX BANK PV-250703 01-0000-0-4300.00-0000-3600-000-00-000-0000 FUEL 3,000.00

WARRANT TOTAL \$3,000.00

*** FUND TOTALS *** TOTAL NUMBER OF CHECKS: 47 TOTAL AMOUNT OF CHECKS: \$228,873.11*

TOTAL ACH GENERATED: 0 TOTAL AMOUNT OF ACH: \$.00*

TOTAL EFT GENERATED: 5 TOTAL AMOUNT OF EFT: \$9,463.99*

TOTAL PAYMENTS: 52 TOTAL AMOUNT: \$238,337.10*

APV250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/20/2025

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT
BATCH: 0017 PAYMENTS
FUND : 13 CAFETERIA

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	REFERENCE	IN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
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45140016	002203/		HARRIS SCHOOL SOLUTIONS								
			PV-250669			13-5310-0-5800.00-0000-3700-000-00-000-0000				ETEXT0019696	1.25
										WARRANT TOTAL	\$1.25

*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$1.25*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$1.25*

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER

06/20/25 PAGE 13

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT
BATCH: 0017 PAYMENTS

FOR WARRANTS DATED 06/20/2025

FUND : 25 CAPITAL FACILITIES FUND

WARRANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM
REQ# REFERENCE IN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 DESCRIPTION

-----AMOUNT-----

45140021 001836/ ADVANCE COMMUNICATIONS

250072 PO-250072 1. 25-0000-0-5800.00-0000-8500-001-00-000-0000 29994

14,232.12
\$14,232.12

90133201 000011/

THE BAKERSFIELD CALIFORNIA 99 EFT

PV-250646 25-0000-0-5800.00-0000-8500-000-00-000-0000 052590631

255.90
\$255.90

45140022 002617/

BLACK / HALL CONSTRUCTION

PV-250649 25-0000-0-5800.00-0000-8500-001-00-000-0000 APPL #4 MUSIC/HEALTH ROOM

63,159.67

25-0000-0-5800.00-0000-8500-001-00-000-0000 APPL #2 KINDER. CLASS. BULD.

214,011.79

25-0000-0-5800.00-0000-8500-001-00-000-0000 APPL #4 RET REL. CLASS. LAKEVIEW

46,528.80
\$323,700.26

45140023 002562/

BRONCO ELECTRIC INC

PV-250684 25-0000-0-5800.00-0000-8500-001-00-000-0000 2935

16,000.00
\$16,000.00

45140024 002601/

CONSTRUCTION INSPECTION

PV-250657 25-0000-0-5800.00-0000-8500-000-00-000-0000 2025045

5,500.00

25-0000-0-5800.00-0000-8500-000-00-000-0000 WARRANT TOTAL

2,500.00
\$8,000.00

45140025 002525/

KNIGHT'S SITE SERVICES

PV-250674 25-0000-0-5800.00-0000-8500-001-00-000-0000 235692

667.48

25-0000-0-5800.00-0000-8500-001-00-000-0000 WARRANT TOTAL

2,605.55
\$3,273.03

45140026 002588/

INC KRAZAN & ASSOCIATED

PV-250675 25-0000-0-5800.00-0000-8500-001-00-000-0000 236642

1,480.00

25-0000-0-5800.00-0000-8500-001-00-000-0000 WARRANT TOTAL

1,824.00
\$3,304.00

45140027 002641/

L&M CONTRACTORS INC.

PV-250705 25-0000-0-5800.00-0000-8500-001-00-000-0000 1211

11,430.00

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0017 PAYMENTS
FUND : 25 CAPITAL FACILITIES FUND

WARRANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM
REQ# REFERENCE IN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 DESCRIPTION

WARRANT TOTAL

45140028 002487/ ORDIZ-MELBY 25-0000-0-5800.00-0000-8500-001-00-000-0000 8957 4,493.75
25-0000-0-5800.00-0000-8500-001-00-000-0000 8955 837.50
25-0000-0-5800.00-0000-8500-001-00-000-0000 8954 1,477.50
25-0000-0-5800.00-0000-8500-001-00-000-0000 8952 4,582.50
25-0000-0-5800.00-0000-8500-001-00-000-0000 8951 977.50
25-0000-0-5800.00-0000-8500-002-00-000-0000 8956 451.50
WARRANT TOTAL \$11,430.00

45140029 002514/ SCHOOL FACILITY CONSULTANTS
PV-250689 25-0000-0-5800.00-0000-8500-000-00-000-0000 23109 892.50
WARRANT TOTAL \$892.50

45140030 002642/ TERRY BEDFORD CONCRETE
PV-250706 25-0000-0-5800.00-0000-8500-001-00-000-0000 10248-1 41,250.00
25-0000-0-5800.00-0000-8500-001-00-000-0000 10243-1 15,800.00
WARRANT TOTAL \$57,050.00

45140031 000363/ WILLIAMS SCOTSMAN INC
PV-250704 25-0000-0-5600.00-0000-8700-001-00-000-0000 9023804624 2,913.42
WARRANT TOTAL \$2,913.42

*** FUND TOTALS *** TOTAL NUMBER OF CHECKS: 11 TOTAL AMOUNT OF CHECKS: \$453,615.58*
TOTAL ACH GENERATED: 0 TOTAL AMOUNT OF ACH: \$.00*
TOTAL EFT GENERATED: 1 TOTAL AMOUNT OF EFT: \$255.90*
TOTAL PAYMENTS: 12 TOTAL AMOUNT: \$453,871.48*

*** BATCH TOTALS *** TOTAL NUMBER OF CHECKS: 63 TOTAL AMOUNT OF CHECKS: \$818,391.08*
TOTAL ACH GENERATED: 0 TOTAL AMOUNT OF ACH: \$.00*
TOTAL EFT GENERATED: 7 TOTAL AMOUNT OF EFT: \$11,369.89*
TOTAL PAYMENTS: 70 TOTAL AMOUNT: \$829,760.97*

*** DISTRICT TOTALS *** TOTAL NUMBER OF CHECKS: 63 TOTAL AMOUNT OF CHECKS: \$818,391.08*
TOTAL ACH GENERATED: 0 TOTAL AMOUNT OF ACH: \$.00*
TOTAL EFT GENERATED: 7 TOTAL AMOUNT OF EFT: \$11,369.89*
TOTAL PAYMENTS: 70 TOTAL AMOUNT: \$829,760.97*

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/18/2025

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	REFERENCE LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
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45139561	002353/		SANDY MCMAHAN								
			PV-250717		01-6500-0-5800	00-5001-3150	000-00-000-0000			SPEECH	39,010.50
										WARRANT TOTAL	\$39,010.50

45139562	001891/		TOP DOG SWIMMING POOL								
			PV-250720		01-0000-0-4300	00-0000-8100	001-00-138-0000				615.59
					01-0000-0-4300	00-0000-8100	001-00-138-0000			WARRANT TOTAL	945.75
											\$1,561.34

*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	\$94,930.45*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	1	TOTAL AMOUNT OF EFT:	\$2,913.70*
		TOTAL PAYMENTS:	11	TOTAL AMOUNT:	\$97,844.15*

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 13 CAFETERIA

WARRANT VENDOR/ADDR REQ# REFERENCE IN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 ABA NUM ACCOUNT NUM
45139563 001326/ TAFT CITY SCHOOL DISTRICT
AMOUNT

PV-250719 13-5310-0-4700.00-0000-3700-000-00-000-0000 352 51,858.45
13-5310-0-4700.00-0000-3700-001-00-000-0000 353 59,592.12
WARRANT TOTAL \$111,450.57

*** FUND TOTALS ***
TOTAL NUMBER OF CHECKS: 1 TOTAL AMOUNT OF CHECKS: \$111,450.57*
TOTAL ACH GENERATED: 0 TOTAL AMOUNT OF ACH: \$.00*
TOTAL EFT GENERATED: 0 TOTAL AMOUNT OF EFT: \$.00*
TOTAL PAYMENTS: 1 TOTAL AMOUNT: \$111,450.57*

*** BATCH TOTALS ***
TOTAL NUMBER OF CHECKS: 11 TOTAL AMOUNT OF CHECKS: \$206,381.02*
TOTAL ACH GENERATED: 0 TOTAL AMOUNT OF ACH: \$.00*
TOTAL EFT GENERATED: 1 TOTAL AMOUNT OF EFT: \$2,913.70*
TOTAL PAYMENTS: 12 TOTAL AMOUNT: \$209,294.72*

*** DISTRICT TOTALS ***
TOTAL NUMBER OF CHECKS: 11 TOTAL AMOUNT OF CHECKS: \$206,381.02*
TOTAL ACH GENERATED: 0 TOTAL AMOUNT OF ACH: \$.00*
TOTAL EFT GENERATED: 1 TOTAL AMOUNT OF EFT: \$2,913.70*
TOTAL PAYMENTS: 12 TOTAL AMOUNT: \$209,294.72*

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT COMMERCIAL WARRANT REGISTER
 BATCH: 0001 PAYMENTS FOR WARRANTS DATED 07/25/2025
 FUND : 01 GENERAL FUND

WARRANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM AMOUNT
 REQ# REFERENCE IN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 DESCRIPTION
 45148574 000473/ A-1 BATTERY CO. 103850 407.45
 01-8150-0-4300.00-0000-8100-000-00-000-0000
 01-8150-0-4300.00-0000-8100-000-00-000-0000
 WARRANT TOTAL 103668
 \$532.04

45148575 002559/ ACTIVE INTERNET TECHNOLOGIES
 PV-260025 01-0000-0-5800.00-1110-7100-000-00-000-0000 INV082722 8,731.00
 WARRANT TOTAL \$8,731.00

45148576 002365/ ADVANCED DATA STORAGE
 PV-260002 01-0000-0-5800.00-0000-2700-001-00-000-0000 0213435 19.99
 01-0000-0-5800.00-0000-2700-001-00-000-0000 0210017 35.65
 01-0000-0-5800.00-0000-2700-002-00-000-0000 0213434 35.65
 WARRANT TOTAL \$91.29

45148577 002157/ AERIES SOFTWARE
 PV-260004 01-0000-0-5800.00-1110-1000-000-00-000-0000 REN-11277 25,045.00
 WARRANT TOTAL \$25,045.00

45148578 001853/ AMAZON CAPITAL SERVICES
 PV-260005 01-0000-0-4300.00-0000-2700-002-00-000-0000 1NM9-9MHJ-7MR9 122.52
 01-0000-0-4300.00-0000-2700-002-00-000-0000 1C41-Y9FF-CTFJ 428.66
 01-0000-0-4300.00-0000-2700-002-00-000-0000 1T46-D1TL-19MR 238.12
 01-0000-0-4300.00-0000-2700-002-00-000-0000 1Y4Q-FPDV-QJCL 28.67
 01-0000-0-4300.00-0000-2700-002-00-000-0000 13JD-4NCT-RHYR 51.96
 01-0000-0-4300.00-0000-2700-002-00-000-0000 1CRK-1419-P1QM 238.12
 01-0000-0-4300.00-0000-2700-002-00-000-0000 1CY6-FPJD-WYRV 114.11
 01-0000-0-4300.00-0000-2700-002-00-000-0000 1MYT-F19G-F4DW 73.14
 01-0000-0-4300.00-0000-2700-002-00-000-0000 16PN-9NRW-D63N 91.94
 01-0000-0-4300.00-0000-2700-002-00-000-0000 14TN-FNLX-963Q 68.48

APY250 L.00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS

07/25/25 PAGE

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/25/2025BATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	DESCRIPTION		
45148579	000340/	AT&T	01-0000-0-4300.00-0000-2700-002-00-000-0000	1H1W-7Q6N-RHLQ		108.10
			WARRANT TOTAL			\$1,563.82
		PV-260006	01-0000-0-5900.00-0000-7200-000-00-000-0000			0.10
			01-0000-0-5900.00-0000-7200-000-00-000-0000			23569883
			01-0000-0-5900.00-0000-7200-000-00-000-0000			0.10
			01-0000-0-5900.00-0000-7200-000-00-000-0000			23658676
			01-0000-0-5900.00-0000-7200-000-00-000-0000			23658770
			01-0000-0-5900.00-0000-7200-000-00-000-0000			23658603
			01-0000-0-5900.00-0000-7200-000-00-000-0000			210.20
			WARRANT TOTAL			23672906
45148580	201800/	AT&T ETHERNET	01-0000-0-5900.00-0000-7200-000-00-000-0000	ETHERNET		707.07
		PV-260007	01-0000-0-5900.00-0000-7200-000-00-000-0000			\$707.07
			WARRANT TOTAL			
45148581	001113/	B S E	01-0000-0-5800.00-0000-8100-001-00-000-0000			942.47
		PV-260010	01-0000-0-5800.00-0000-8100-001-00-000-0000			396458
			01-0000-0-5800.00-0000-8100-001-00-000-0000			395946
			WARRANT TOTAL			\$1,449.27
45148582	002505/	BOYS & GIRLS CLUB	01-2600-0-5800.00-1110-1000-000-00-000-0000			64,887.00
		PV-260008	01-2600-0-5800.00-1110-1000-000-00-000-0000			\$64,887.00
			WARRANT TOTAL			
45148583	002538/	BRADY INDUSTRIES	01-8150-0-4300.00-0000-8100-000-00-000-0000			333.94
		PV-260009	01-8150-0-4300.00-0000-8100-000-00-000-0000			10369068
			01-8150-0-4300.00-0000-8100-000-00-000-0000			10383969
			01-8150-0-4300.00-0000-8100-000-00-000-0000			10383971
			01-8150-0-4300.00-0000-8100-000-00-000-0000			10241572
			01-8150-0-4300.00-0000-8100-000-00-000-0000			80.09
			WARRANT TOTAL			10332404

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT
BATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	REQ#	NAME (REMITT)	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
DEPOSIT TYPE										
45148584	000107/		CALIFORNIA SCHOOL BOARDS							
	PV-260017			01	-0000-0-5300.00	-0000-7100-000-00-000-0000	INV-76351-MIK4Z1			11,176.00
				01	-0000-0-5300.00	-0000-7100-000-00-000-0000	INV-77407-R6T9J3			2,550.00
									WARRANT TOTAL	\$13,726.00
45148585	000132/		CALIFORNIA WATER SERVICE							
	PV-260011			01	-0000-0-5500.00	-0000-8100-002-00-000-0000	WATER			4,160.34
				01	-0000-0-5500.00	-0000-8100-002-00-000-0000	WATER			267.22
									WARRANT TOTAL	\$4,427.56
90133856	002205/		CINTAS CORPORATION							
	PV-260013			01	-8150-0-4300.00	-0000-8100-000-00-000-0000				82.20
				01	-8150-0-4300.00	-0000-8100-000-00-000-0000				304.75
				01	-8150-0-4300.00	-0000-8100-000-00-000-0000				82.20
				01	-8150-0-4300.00	-0000-8100-000-00-000-0000				304.75
				01	-8150-0-4300.00	-0000-8100-000-00-000-0000				304.75

APY250 L.00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARPANT POSTER

07/25/25 PAGE

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUND

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/25/2025

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM
REQ#	REFERENCE	IN	FD-RESC-Y-OBJT, SO-GOAL-FUNC-STE-T3-TY3-TYP4		DESCRIPTION

AMOUNT

01-8150-0-4300.00-0000-8100-000-00-000-0000	4233712362	304.75
01-8150-0-4300.00-0000-8100-000-00-000-0000	4233707903	82.20
01-8150-0-4300.00-0000-8100-000-00-000-0000	4234480788	304.75
01-8150-0-4300.00-0000-8100-000-00-000-0000	4234477256	82.20
01-8150-0-4300.00-0000-8100-000-00-000-0000	4236671178	82.20
01-8150-0-4300.00-0000-8100-000-00-000-0000	4235923395	82.20
01-8150-0-4300.00-0000-8100-000-00-000-0000	4235926128	304.75
WARRANT TOTAL		\$2,321.70
CITY OF BAKERSFIELD		
000385/		
45148586		

01-0000-0-5500.00-0000-8100-002-00-000-0000	273116	1,727.47
01-0000-0-5500.00-0000-8100-002-00-000-0000	267089	2,234.23
01-0000-0-5500.00-0000-8100-002-00-000-0000	TRASH/SEWAR	1,397.32
WARRANT TOTAL		\$5,359.02

45148587	002587/	CONSOLIDATED ELECTRICAL DISTR	PV-260015	01-0000-0-5800.00-0000-8100-001-00-000-0000	0351-1160959	10.50
			WARRANT TOTAL			\$10.50

45148588	000471/	COUNTY OF KERN ENVIRONMENTAL			
		PV-260034			
		01-0000-0-5800-00-0000-3600-000-00-000-0-0000		IN0506014	182.00
		01-0000-0-5800-00-0000-8100-001-00-000-0-0000		IN0507627	475.00
		WARRANT TOTAL			\$657.00

45148589	000307/	DEPARTMENT OF JUSTICE		
	PV-260018	01-0000-0-5800-00-0000-7200-000-00-000-0000	828065	192.00
		WARRANT TOTAL		\$192.00

45148590	002002/	DOCUMENT TRACKING SERVICES	PV-260020	01-0000-0-5800.00-0000-7200-000-00-000-0000	9331115	4,245.00
			WARRANT TOTAL			\$4,245.00

APY250 L. 00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS

07/25/25 PAGE

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUNDCOMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/25/2025

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	IN	FD-RESC-Y-OBUT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45148591	002523/		EDUTECH GROUP							
			PV-260021		01-0000-0-5800.00-0000-7200-000-00-000-0000		1184			37,000.00
									WARRANT TOTAL	\$37,000.00
45148592	001104/		ELIAN FINANCIAL SERVICES							
			PV-260023		01-0000-0-4300.00-1110-1000-001-00-000-0000				GRADUATION SUPPLIES	344.76
					01-0000-0-5200.00-0000-7200-000-00-000-0000				CONFERENCE TRAVEL	123.18
					01-0000-0-5800.00-0000-7200-000-00-000-0000				ADOBE, ZOOM, FEES	408.27
									WARRANT TOTAL	\$876.21
90133857	001178/		INC EWING IRRIGATION PRODUCTS	99	EFT					
			PV-260022		01-0000-0-4300.00-0000-8100-000-00-000-0000					26575093
					01-0000-0-4300.00-0000-8100-000-00-000-0000					30.27
					01-0000-0-4300.00-0000-8100-000-00-000-0000					26725381
					01-0000-0-4300.00-0000-8100-000-00-000-0000					133.58
									WARRANT TOTAL	608.45
										\$772.30
45148593	001026/		FERGUSON ENTERPRISES							
			PV-260024		01-8150-0-4300.00-0000-8100-000-00-000-0000					6075340
					01-8150-0-4300.00-0000-8100-000-00-000-0000					4,558.91
									WARRANT TOTAL	115.10
										\$4,674.01
45148594	001238/		GALVAN TIRE SERVICE							
			PV-260026		01-0000-0-5800.00-0000-3600-000-00-000-0000					39358
									WARRANT TOTAL	55.00
										\$55.00
45148595	002485/		GO TO COMMUNICATIONS							
			PV-260028		01-0000-0-5900.00-0000-7200-000-00-000-0000					IN7103994983
									WARRANT TOTAL	3,110.32
										\$3,110.32
45148596	001607/		GOLDEN EMPIRE FLEET SERVICE							
			PV-260027		01-0000-0-5800.00-0000-3600-000-00-000-0000					90031
					01-0000-0-5800.00-0000-3600-000-00-000-0000					605.02
					01-0000-0-5800.00-0000-3600-000-00-000-0000					2,718.12
					01-0000-0-5800.00-0000-3600-000-00-000-0000					393.12

APV250 L. 00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
 BATCH: 0001 PAYMENTS
 FUND : 01 GENERAL FUND

COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 07/25/2025

WARRANT	VENDOR/ADDR	REC#	NAME (REMITT)	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45148597	001073/		GOLDEN EMPIRE TOWING							
	PV-260056			01-0000-0-5800.00-0000-8100-001-00-000-0000			90163			1,045.42
				01-0000-0-5800.00-0000-3600-000-00-000-0000			90322			505.00
				01-0000-0-5800.00-0000-3600-000-00-000-0000			90375			168.12
				01-0000-0-5800.00-0000-3600-000-00-000-0000			90233			1,328.10
				01-0000-0-5800.00-0000-3600-000-00-000-0000			89994			5,296.13
				WARRANT TOTAL						\$12,059.03
45148598	000140/		GRAYBAR							
	PV-260030			01-0000-0-4300.00-0000-8100-000-00-000-0000			9300107341			60.07
				WARRANT TOTAL						\$60.07
45148599	000320/		HOME DEPOT CREDIT SERVICES							
	PV-260031			01-8150-0-4300.00-0000-8100-000-00-000-0000						6,422.44
				WARRANT TOTAL						\$6,422.44
90133858	000174/		IMAGE 2000							
	PV-260032			01-0000-0-5600.00-0000-2700-001-00-000-0000			763063			449.50
				01-0000-0-5600.00-0000-2700-002-00-000-0000			776072			925.63
				01-0000-0-5800.00-0000-2700-001-00-000-0000			779333			104.05
				WARRANT TOTAL						\$1,479.18
45148600	000602/		INDEPENDENT FIRE & SAFETY INC							
	PV-260064			01-8150-0-5800.00-0000-8100-001-00-000-0000			72803			1,135.38
				01-8150-0-5800.00-0000-8100-002-00-000-0000			72802			738.36
				WARRANT TOTAL						\$1,873.74
45148601	000094/		KERN COUNTY SUPT OF SCHOOLS							
	PV-260033			01-0000-0-5800.00-0000-3600-000-00-000-0000			504231			2,250.00
				01-0000-0-5800.00-0000-3600-000-00-000-0000			502896			3,388.50

APY250 L.00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUNDCOMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/25/2025

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	REFERENCE	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45148602	000589/		LINCOLN AQUATICS			01-0000-0-5800.00-0000-3600-000-00-000-0000		504306			7,126.50
						01-0000-0-5800.00-0000-3600-000-00-000-0000		504429			8,405.50
						01-0000-0-5900.00-0000-7200-000-00-000-0000		504374			7.16
										WARRANT TOTAL	\$21,177.66
45148603	001990/		LINGER PETERSON & SHRUM			01-0000-0-4300.00-0000-8100-001-00-000-0000		47685568			855.08
										WARRANT TOTAL	\$855.08
45148604	000660/		M&S SECURITY SERVICES			01-0000-0-5800.00-0000-7100-000-00-000-0000		24622			6,960.00
										WARRANT TOTAL	\$6,960.00
						01-0000-0-5800.00-0000-8100-001-00-000-0000		123364			3,425.29
						01-0000-0-5800.00-0000-8100-001-00-000-0000		123638			60.00
						01-0000-0-5800.00-0000-8100-002-00-000-0000		123271			576.00
										WARRANT TOTAL	\$4,757.29
45148605	002624/		MARANATHA KERN RIVER POWER			01-0000-0-5800.00-0000-8100-000-00-000-0000		175168			40.00
										WARRANT TOTAL	\$40.00
45148606	000115/		MCMOR CHLORINATION			01-0000-0-5800.00-0000-8100-001-00-000-0000		27120			1,245.00
										WARRANT TOTAL	\$1,245.00
45148607	002307/		MYSTERY SCIENCE INC			01-0000-0-4300.00-1110-1000-000-00-131-0000		283196			1,695.00
										WARRANT TOTAL	\$1,695.00
45148608	000061/		P G & E			01-0000-0-5500.00-0000-8100-001-00-000-0000					41,948.49
										LAKESIDE POWER	

APV250 L.00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS

07/25/25 PAGE

9

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/25/2025BATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	IN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45148615	000225/	SCHOLASTIC INC							
		PV-260063		01-1100-0-4200.00-1110-1000-001-00-000-0000			M7605814		477.84
								WARRANT TOTAL	\$477.84
45148616	000265/	SMALL SCHOOL DISTRICTS' ASSN							
		PV-260057		01-0000-0-5300.00-0000-7100-000-00-000-0000					1,700.00
								WARRANT TOTAL	\$1,700.00
45148617	002437/	STAPLES							
		260005		1. 01-0000-0-4400.00-0000-8100-000-00-133-0000			6037291992		14,309.46
								WARRANT TOTAL	\$14,309.46
90133859	002004/	STARFALL EDUCATION							
		260009		1. 01-0000-0-4200.00-1110-1000-000-00-112-0000					355.00
								WARRANT TOTAL	\$355.00
45148618	002586/	INC. TELESPEECH THERAPY							
		PV-260051		01-6500-0-5800.00-5001-3150-000-00-000-0000					4,620.00
								WARRANT TOTAL	\$4,620.00
45148619	001891/	TOP DOG SWIMMING POOL							
		PV-260053		01-0000-0-4300.00-0000-8100-001-00-138-0000					314.78
									587.68
								WARRANT TOTAL	854.29
									\$1,756.75
45148620	002560/	TRISTIN CAMP							
		PV-260054		01-0000-0-4300.00-0000-8100-001-00-000-0000					33.88
								WARRANT TOTAL	\$33.88
45148621	000454/	VERIZON WIRELESS							
		PV-260055		01-0000-0-5900.00-0000-7200-000-00-000-0000					540.37
								WARRANT TOTAL	\$540.37
45148622	002480/	WELLS FARGO VENDOR FINANCIAL							
		PV-260060		01-0000-0-5600.00-0000-2700-001-00-000-0000					487.13

APY250 L.00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/25/2025

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT VENDOR/ADDR REQ# NAME (REMIT) LN FD-RESC-Y-OBJT. SO-GOAL-FUNC-STE-T2-TY3-TYP4 ABA NUM ACCOUNT NUM
DESCRIPTION

AMOUNT

01-0000-0-5600.00-0000-2700-001-00-000-0000	5035197397	487.13
01-0000-0-5600.00-0000-2700-002-00-000-0000	5034846094	828.12
WARRANT TOTAL		\$1,802.38

45148623 002356/ WEX BANK		
PV-260061	01-0000-0-4300.00-0000-3600-000-00-000-0000	FUEL
	WARRANT TOTAL	3,000.00

*** FUND	TOTALS ***		
	TOTAL NUMBER OF CHECKS:	50	\$351,762.45*
	TOTAL ACH GENERATED:	0	\$.00*
	TOTAL EFT GENERATED:	4	\$4,928.18*
	TOTAL PAYMENTS:	54	\$356,690.63*

APY250 L.00.07

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0001 PAYMENTS
FUND : 13 CAFETERIA
FOR WARRANTS DATED 07/25/2025

07/25/25 PAGE 11

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	IN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
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45148624	000471/		COUNTY OF KERN ENVIRONMENTAL							
			PV-260034		13-5310-0-5800.00-0000-3700-000-00-000-0000			IN0507627		515.00

					13-5310-0-5800.00-0000-3700-000-00-000-0000			IN0508540		515.00
					WARRANT TOTAL					\$1,030.00

45148625	001326/		TAFI CITY SCHOOL DISTRICT							
			PV-260050		13-5310-0-4700.00-0000-3700-000-00-000-0000					760.00

					WARRANT TOTAL					\$760.00
--	--	--	--	--	---------------	--	--	--	--	----------

*** FUND	TOTALS ***				TOTAL NUMBER OF CHECKS:	2		TOTAL AMOUNT OF CHECKS:		\$1,790.00*
					TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:		\$.00*
					TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:		\$.00*
					TOTAL PAYMENTS:	2		TOTAL AMOUNT:		\$1,790.00*

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT
 BATCH: 0001 PAYMENTS
 FUND : 25 CAPITAL FACILITIES FUND

COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 07/25/2025

WARRANT VENDOR/ADDR NAME (REMITT)

REQ# REFERENCE LN

FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 ABA NUM ACCOUNT NUM
 DESCRIPTION

AMOUNT

25-0000-0-5800.00-0000-8500-001-00-000-0000	9028	7,050.00
25-0000-0-5800.00-0000-8500-001-00-000-0000	8347	6,218.00
25-0000-0-5800.00-0000-8500-001-00-000-0000	8465	3,587.50
25-0000-0-5800.00-0000-8500-001-00-000-0000	8467	380.00
25-0000-0-5800.00-0000-8500-001-00-000-0000	8607	1,197.50
25-0000-0-5800.00-0000-8500-001-00-000-0000	8609	11,798.00
25-0000-0-5800.00-0000-8500-001-00-000-0000	8610	4,685.00
25-0000-0-5800.00-0000-8500-001-00-000-0000	8612	692.50
25-0000-0-5800.00-0000-8500-001-00-000-0000	8613	2,150.00
WARRANT TOTAL		\$56,312.50

45148638 002514/ SCHOOL FACILITY CONSULTANTS

PV-260047 25-0000-0-5800.00-0000-8500-000-00-000-0000 23257

WARRANT TOTAL

2,023.75
 \$2,023.75

45148639 000363/ WILLIAMS SCOTSMAN INC

PV-260062 25-0000-0-5600.00-0000-8700-001-00-000-0000 9024002018

25-0000-0-5600.00-0000-8700-001-00-000-0000 9024195806

WARRANT TOTAL

2,835.88
 2,835.88
 \$5,671.76

*** FUND

TOTALS ***

TOTAL NUMBER OF CHECKS:	9	TOTAL AMOUNT OF CHECKS:	\$284,423.07*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
TOTAL PAYMENTS:	9	TOTAL AMOUNT:	\$284,423.07*

*** BATCH TOTALS ***

TOTAL NUMBER OF CHECKS:	66	TOTAL AMOUNT OF CHECKS:	\$754,334.31*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
TOTAL EFT GENERATED:	4	TOTAL AMOUNT OF EFT:	\$4,928.18*
TOTAL PAYMENTS:	70	TOTAL AMOUNT:	\$759,262.49*

*** DISTRICT TOTALS ***

TOTAL NUMBER OF CHECKS:	66	TOTAL AMOUNT OF CHECKS:	\$754,334.31*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
TOTAL EFT GENERATED:	4	TOTAL AMOUNT OF EFT:	\$4,928.18*
TOTAL PAYMENTS:	70	TOTAL AMOUNT:	\$759,262.49*

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Lakeside Union School District

Person completing this form: Kimberly Scogin

Title: Business Manager

Quarterly Report Submission Date:
(check one)

- ☐ Oct 1, 2024 (for period Jul 1 – Sep 30)
☐ Jan 1, 2025 (for period Oct – Dec 31)
☐ April 1, 2025 (for period Jan 1 – Mar 31)
☒ July 1, 2025 (for period Apr 1 – Jun 30)

Date for information to be reported publicly at governing board meeting: August 12, 2025

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	-0-		
Teacher Vacancy or Mis-assignment	-0-		
Facilities Conditions	-0-		
TOTALS	-0-		

Ty Bryson

Print Name of District Superintendent

Signature of District Superintendent

OFFICE OF JOHN G. MENDIBURU
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

District Business Office Systems Agreement
2025-2026

This agreement is entered into between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS (SUPERINTENDENT)** and the Lakeside Union School (DISTRICT). This agreement is in effect July 1 - June 30 and will automatically renew each fiscal year with same services unless **SUPERINTENDENT** is notified of requested changes in writing no later than September 15th of the current fiscal year.

SUPERINTENDENT shall not be liable to **DISTRICT** for any consequential damages resulting from **Superintendent's** inability or failure to provide the specified services, and **DISTRICT's** sole recourse for such inability or failure shall be an abatement of the cos to be charged, on a prorata basis.

Services:

1. Provide initial and ongoing training in the use of the QSS/OASIS system.
2. Provide access for various types of connections to the QSS/OASIS system.
3. Provide local support and assistance on the QSS/OASIS system.
4. Provide web based support and assistance for the QSS/OASIS system.

A. Connection cost for unlimited amount of users at all access levels:

<u>Lakeside Union SD</u>	proportionate share of cost based on W-2 count of	<u>485</u>
	Payment Amount	No. of Payments
	<u>\$ 3,091.88</u> x	<u>4</u>
		Annual Cost
		<u>\$ 12,367.50</u>

SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from **DISTRICT**

Account Code: _____

\$ 12,367.50
Section 1 Total

Lakeside Union School District
GOVERNING BOARD

JOHN G. MENDIBURU, Ed. D.
 KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

District Authorized Representative
 Authorized Signatory Name: Ty Bryson
 Signatory Title: District Superintendent
 Address: 14535 Old River Road
 Bakersfield, CA 93311

By: _____

Signatory Name: Michael Gumapac
 Signatory Title: District Fiscal Analyst, Fiscal Support
 Address: 1300 17th St, Bakersfield, CA 93301
 Account code: 01-315-0000-0-8677.00-0000-0000-00-0000-000

Date: _____

Date: 5/30/25

Sample Debt Management Policy

Board Policy 3461, Business and Noninstructional Operations

Debt Management Policy

Purpose

The district recognizes that the foundation of a well-managed debt program is a comprehensive debt policy that guides the issuance of debt, management of the debt portfolio, and adherence to relevant laws and regulations.

The purpose of this policy is to improve the quality of decisions, articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital and financial planning.

This debt policy sets forth comprehensive guidelines for financing capital expenditures, as well as for addressing short-term cash flow needs. The objectives of this policy are that:

1. The district obtain financing only when necessary.
2. The district use any type of debt financing allowed by California law (e.g., general obligation bonds, revenue bonds, special tax bonds, certificates of participation, lease-purchase financings, tax and revenue anticipation notes, temporary transfers from the county treasury or county superintendent of schools, bond anticipation notes), so long as the financing meets the standards for appropriateness and efficiency described below.
3. The district use a process for identifying the most appropriate and efficient timing, amount and structure of debt.

Factors to consider when determining the appropriateness of debt are to include the following:

- Why debt rather than cash expenditure is appropriate.
- Annual debt service and debt administration costs.
- The district's financial condition.
- The district's tax base.
- Repayment source, including the amount available and its reliability.
- Legal constraints resulting from the debt (e.g., prepayment terms, reporting requirements).
- Additional future capital needs.
- Type of debt instrument.

Factors to consider when determining efficiency are to include the following:

- Up-front cost plus long-term costs.
 - Future flexibility.
4. The district operate with extreme caution, and thoroughly investigate all possible conflicts of interest.
 5. The district ensure that any required initial and periodic reporting to investors, credit rating agencies, trustees, federal and state agencies, and the county superintendent of schools is timely and accurate.



The governing board will review this policy at least annually and update it as needed. Such a review will include a review of the then-current Government Finance Officers Association's (GFOA's) best practices on debt management policy.

Short-Term Operating Debt Policy

The expenditures associated with the district's day-to-day operations will be covered by current revenues. However, the district may experience temporary cash shortages because it does not receive its revenues in equal installments each month, yet the largest operating expenditures occur regularly in equal amounts. To finance these temporary cash shortfalls, the district may incur short-term operating debt, typically in the form of temporary transfers from the county treasury or county superintendent of schools, or tax and revenue anticipation notes (TRANS). The district will base the amount of the short-term operating debt on cash flow projections for the fiscal year and will comply with applicable federal and state regulations. The district will pledge operating revenues to repay the short-term debt in one year or less. The district will minimize the cost of the short-term borrowing to the greatest extent possible. As allowed by Education Code Section 42603, the district should first consider using interfund transfers before pursuing external borrowing.

Long-Term Capital Debt Policy

The following will apply to the issuance of long-term debt:

1. The district will not use long-term obligations for operating purposes.
2. The term of the long-term obligations will not exceed the useful life of the projects financed.
3. The district will strive to minimize increases in debt service from year to year.
4. When any long-term debt is issued, the governing board will make findings as to the repayment source(s) and the sufficiency of the repayment source(s) until the debt is fully repaid.

Internal Interim Financing

When sufficient funds are available, per Education Code Section 42603, the district will consider appropriating them to provide interim financing until long-term financing can be completed, usually within the fiscal year. When the long-term debt obligation is subsequently issued, the funds will be repaid. Use of this strategy requires specific advance notification to the governing board.

Responsibilities of the Chief Business Official

The chief business official (CBO) will have the primary responsibility for developing financing recommendations and ensuring implementation of the debt policy.

1. The CBO will review the operating cash flow monthly to determine the need for internal borrowing to maintain progress on the capital improvement program.
2. The CBO will review the district's capital improvement program at least annually, including the need for financing to maintain the progress on the capital improvement program. This review will be presented to the school board annually. Best practice is to do so in documented form either as part of the adopted budget or in the district's *Management, Discussion and Analysis* prepared for the annual audit report.
3. Because issuing debt is a periodic endeavor and the capital markets constantly change, at least 30 days prior to consideration of any financing the chief business official will review all current GFOA best practices, advisories and guidance documents (found at GFOA.org) and identify to the governing board those relevant to the current capital improvement program and/or operating cash flow needs. This will be done before any governing board action item on the topic of financing.

4. The CBO will supervise all details of financing endeavors, including a careful review of the documents (e.g., contracts, resolutions, agreements, financial tables).
5. The CBO will administer the investment of debt proceeds, with the advice of the county treasurer.
6. The CBO will oversee the expenditure of the debt proceeds and ensure that the debt payments are made on time.
7. The CBO will ensure that any initial and periodic reporting needed — such as to investors, credit rating agencies, trustees, federal (e.g., the Internal Revenue Service, the Securities and Exchange Commission) and state agencies (e.g., the California Debt and Investment Advisory Commission), and the county superintendent of schools — is timely and accurate.
8. Before any financing is submitted to the governing board for approval, the CBO will take into consideration the district's internal control procedures, and consult with the district's external auditor regarding fiscal controls needed to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

Engagement of Professionals

This policy recognizes that public finance professionals (e.g., financial advisors, bond counsels, brokers/dealers, and other consultants) market their services extensively. Furthermore, per Public Contract Codes 20110–20118.4, such services are usually exempt from public bidding. To ensure that the district receives appropriate services at a fair price, and to avoid the appearance of conflict of interest, extra caution will be taken when engaging the services of public finance professionals.

Before seeking or considering contracts with public finance professionals, the chief business official will review the then-current GFOA best practices on the following topics:

- Selecting and Managing Municipal Advisors
- Selecting and Managing the Method of Sale of Bonds
- Selecting Bond Counsel
- Selecting and Managing Underwriters for Negotiated Bond Sales
- Issuer's Role in Selection of Underwriter's Counsel

The chief business official (and the district's purchasing agent) will report to the governing board on a recommended process for determining which professionals are needed, how they will be identified (e.g., request for proposal, or bid), and how their contracts will be developed before being submitted to the governing board for approval. Emphasis will be placed on competition, openness, clarity, and avoiding conflicts of interest. The process recommended may be for a period of time, or for a particular financing or set of financings.

All engagement letters, contracts, disclosures and opinions will be provided to the governing board promptly, and district staff will not sign any such documents without prior notification to the governing board.

References:

California Codes:

Education Code Sections 15140–15150 — Issuance and Sale of Bonds
Education Code Sections 41000–41003.3 — Moneys Received by School Districts
Education Code Sections 41010–41023 — Accounting Regulations, Budget Controls and Audits
Senate Bill 1029 — approved by the governor on September 12, 2016; amends Government Code 8855
Government Code Sections 16430–16495.5 — Investments
Government Code Sections 53600–53610 — Investment of Surplus
Probate Code Sections 16045–16054 — Uniform Prudent Investor Act
Public Contracts Code Sections 20110–20118.4 — School Districts

Other:

GFOA best practice — Debt Management Policy, dated October 2012 (<http://www.gfoa.org/debt-management-policy>)
GFOA debt management documents and resources at <http://www.gfoa.org/topic-areas/debt-management>



INFINITY COMMUNICATIONS AND COMPLIANCE, INC.
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0023

This Agreement for Professional Services ("Agreement") is entered as of this day, June 24, 2025, between **Infinity Communications and Compliance, Inc.** hereinafter referred to as "Infinity," and **Lakeside Union School District (Kern)** hereinafter referred to as the "Client." The parties agree as follows:

1. SERVICES

Infinity agrees to perform Professional Services ("Services") on behalf of the Client as set forth in this Agreement, including the Project Attachment. Infinity's responsibilities and determination of reimbursable cost for Services are set forth in the Project Attachment, which is incorporated as a part of this Agreement. Infinity agrees to perform the Services in a professional, workmanlike manner consistent with industry standards and in substantial compliance with any service-level commitments set forth in the Project Attachment.

2. BASIS OF COMPENSATION

Infinity will invoice and Client will pay for Services performed under the scope of work as described in the Project Attachment. Client must raise any invoice dispute in writing within fifteen (15) days of receipt; failure to do so shall constitute acceptance of the invoice. All fees are non-refundable. Notwithstanding termination, Client remains responsible for all fees for work performed and any non-cancellable commitments entered into on Client's behalf.

3. TERM AND TERMINATION OF SERVICE

Infinity's services are provided for the term specified in the Project Attachments. The term commences on the later of the date of the execution of this Agreement and the Start Date described in the Project Attachment (the commencement date being the "Services Start Date").

Either party may terminate this Agreement, without cause, by providing written notice to the other at least thirty (30) days before the intended termination date.

Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from any actions (or inaction) taken (or not taken) after the date of termination, including (but not limited to) negligent acts or omissions by Client, its agents and/or employees.

In the event that the Agreement is terminated, Client may request for Infinity to deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days after termination. Infinity may retain copies for archival and compliance purposes.

4. CLIENT'S RESPONSIBILITY

The Client agrees to fulfill all responsibilities and provide all necessary information as outlined in the Project Attachment(s) in a timely manner to facilitate the completion of Services by Infinity. Any delays due to the Client's failure to perform these responsibilities may result in adjustments to the timeline and incur additional costs payable by Client. Client expressly agrees to indemnify, hold harmless, and waive any right of action against Infinity for any action (or inaction) that occurs (or does not occur) as a result of Client not performing its responsibilities as described in the Project Attachment.

5. RECORDS

Infinity will maintain full and accurate records in connection with this Agreement. The Client may inspect these records upon reasonable notice during normal business hours.

6. STATUS OF INFINITY

The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor, and shall have control of all work and the manner in which it is performed. Infinity shall

be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the Client provides for its employees.

During the term and for one (1) year thereafter, Client shall not solicit or hire Infinity employees or subcontractors who performed Services under this Agreement.

7. COPYRIGHTS AND LICENSES

Infinity retains ownership of all intellectual property rights in its work product ("Instruments of Service"), including templates, forms, documents, specifications, and designs. Infinity grants the Client a non-exclusive, limited, perpetual, and irrevocable license to use these Instruments of Service solely for the specific purposes outlined in this Agreement and associated projects, provided the Client has fully compensated Infinity.

Unauthorized use of Infinity's Instruments of Service shall immediately terminate the granted license and relieve Infinity of all liabilities arising from such use.

8. HOLD HARMLESS & LIMITATION OF LIABILITY

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, employees, and affiliates from all suits, claims, liabilities, damages, losses, costs, and expenses resulting from negligent acts or omissions of the other party, its officers, agents, or employees under this Agreement (each agreeing to "Hold Harmless" the other). Neither party agrees to Hold Harmless with respect to any gross negligence or willful misconduct of the other.

In the event Infinity is found in breach of this Agreement and/or negligent, except in cases of gross negligence or willful misconduct, the parties agree that Infinity's maximum potential liability shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement in the twelve months preceding the claim. Any legal action arising from or taken by either party, shall be governed by the laws of the State of California / County of Kern, and shall be brought in its courts.

9. COMPLIANCE WITH LAWS

Infinity shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances involving its employees, including workers' compensation and tax laws.

10. MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES

No modification or amendment of this Agreement will be effective unless agreed to in writing and signed by authorized representatives of both parties.

Neither party may assign or delegate this Agreement or any of its rights or obligations hereunder without the other party's prior written consent; provided, however, that Infinity may, without Client's consent, assign this Agreement in its entirety (including all rights and obligations) to (a) an Affiliate, or (b) a successor by way of merger, consolidation or the sale of substantially all of Infinity's assets, so long as such successor assumes all of Infinity's obligations under this Agreement. Any other purported assignment shall be null and void. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

11. GENERAL PROVISIONS

a. GOVERNING LAW & DISPUTES

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Kern County, California, for any disputes arising from or related to this Agreement.

Any disputes arising from this Agreement, including the Project Attachment, or with respect to any Services relating to this Agreement shall first be subject to negotiation between representatives from both parties. If unresolved after thirty (30) days, disputes shall be settled by binding arbitration in Kern County, California, administered according to the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees and arbitration costs.

b. **SEVERABILITY**

If any provision is ruled invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid provision shall be replaced by a valid one that most closely matches its economic and legal purpose.

c. **FORCE MAJEURE**

Neither Party shall be liable for delays or non-performance due to acts beyond its reasonable control, including natural disasters, acts of government, wars, terrorism, pandemics, labor disputes, or similar unforeseen events. The affected Party shall notify the other promptly and use commercially reasonable efforts to resume performance.

d. **CONFIDENTIALITY**

Both Parties agree to maintain the confidentiality of proprietary or sensitive information obtained in the performance of this Agreement. Such information shall not be disclosed to third parties without prior written consent, except when required by law or court order.

e. **NOTICE**

All notices must be in writing and addressed to the Parties' Authorized Contacts. Notices are effective upon (i) personal or courier delivery, (ii) three business days after deposit with U.S. certified mail (return receipt requested), or (iii) confirmed email transmission to the address on record.

Infinity Contact Information:

Sales Administration
sales@infinitycomm.com
661-716-1840
4909 Calloway Drive
Bakersfield, CA 93312

Client Contact Information:

Authorized Contact Name: _____

Email: _____

Phone: _____

Address: _____

f. **ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and amendments, represents the entire understanding between Infinity and the Client, superseding any prior agreements, understandings, or representations. Any modification must be in writing and signed by authorized representatives of both Parties.



IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications and Compliance, Inc.

Lakeside Union School District (Kern)

 06/24/2025
Signature Date
Christian Baker Chief Operations Officer
Name Title
P.O. Box 999, Bakersfield, Ca. 93302
Address/City/State/Zip
99-4115379
Federal Tax ID#

Signature Date

Name Title

Address/City/State/Zip

Federal Tax ID#

**PROJECT ATTACHMENT 0023-FY2026
LAKESIDE UNION SCHOOL DISTRICT (KERN)**

Client No. 0023

SERVICES: CATEGORY ONE E-RATE PROFESSIONAL SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our **Category One E-Rate Professional Services**:

E-RATE AND CALIFORNIA TELECONNECT FUND (CTF) PROFESSIONAL SERVICES

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-Rate Funding issues. The client will provide Infinity with a minimum of 3 business days' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-Rate and CTF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, regarding Bid Evaluations, Procurement, Technology Budget, and Document Retention. For CIPA compliance, Infinity will provide an outline of best practices required in order to meet program requirements related to CIPA.
4. Appeals – Infinity will prepare and submit appeals to USAC and/or the FCC as needed to support the Client's E-Rate funding. Standard appeals related to funding denials or reductions will be included as part of the contracted services. However, if an appeal is required due to Client error, delay, or a situation that requires significant additional time or legal review (such as an FCC appeal stemming from non-compliance Infinity may assess additional fees with prior notice and Client approval. In cases where non-compliance is the exclusive result of Infinity's failure to perform its Services under this Agreement, Infinity will provide appeal services at no additional charge.

E-RATE APPLICATION MANAGEMENT

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-Rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will determine an estimate of the amount of the funding request net of estimated USF fees and taxes by: (a) reviewing one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, (b) review Client's current annual contract(s) for eligible services, and/or (c) conducting a review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-Rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, Form 486, and Form 500. Infinity will also prepare and file for service substitutions and SPIN changes.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests. Typically, Infinity will respond directly to PIA requests on behalf of the client.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method) or prepare and file the Form 472 (BEAR Method) to facilitate payment of the eligible discount amount reimbursement.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

REQUEST FOR PROPOSAL (RFP) MANAGEMENT SERVICES

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-Rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to Form 470. Infinity will coordinate the posting of newspaper ads for an additional fee, as described in the Fee Schedule.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders through Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.

4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation – Infinity will evaluate the bid responses based on the E-Rate Program's requirements for the "Evaluation of Bids" and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.
7. Document Provision – In addition to retaining a copy for itself to comply with E-Rate program rules, Infinity will provide a copy of material documents pertaining to the RFP and E-Rate filing process to the Client at least once per year.

AUDIT ASSISTANCE

1. Document Retention – Infinity will maintain a copy of the documents required for E-Rate Program's "Document Retention Policy", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent (under an LOAR) the Client during all E-Rate Audits.
4. Limitation of Audit Support – Infinity's obligations with respect to Audit Assistance are only applicable to funding years for which Infinity made the filing to USAC. Infinity can assist with additional audits as an additional service, as described in the Fee Schedule.

CLIENTS' RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our **Category One E-Rate Professional Services**, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service. Client (including through the representative) must sign and certify the E-Rate forms required for the Client's application for funding, in a timely manner, so as not to cause a failure to comply with the E-Rate Program's time sensitive deadlines.
2. Provide Infinity with reasonable access to any physical site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity with all information required for the successful completion of the agreed service, within 10 calendar days, after the receipt of a request from Infinity.
4. Provide a Letter of Agency and Representation ("LOAR"), authorizing Infinity to act on the Client's behalf to file and/or certify E-Rate forms and respond to the USAC's requests for information.
5. For the eligible services for which the Client is entitled to receive California Teleconnect Fund (CTF) support, to cause the Service Provider to invoice USAC by the SPI Method (Form 474).
6. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-Rate Program). Upon Infinity's request, the Client will provide Infinity with a copy of the EAR for compliance with the "Inventory" section of E-Rate's "Document Retention Policy".
7. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. Upon Infinity's request, the Client will provide Infinity with a copy of the SPRR for compliance with the "Invoicing" section of E-Rate's "Document Retention Policy".
Retain all documents and records, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service. While Infinity will retain a copy of all documents provided to it, Client must (under E-Rate rules) maintain its own copy of these records and of any records related to the E-rate service or procurement independent of Infinity's data retention service.
8. Provide Infinity with a copy of any Local/State Procurement policies and procedures required for Client's procurement of E-Rate services.
9. Client agrees to provide accurate and timely information with respect to contact and administrative information to facilitate payment of invoices and to update Infinity at any point the contact or administrative information changes.

TIMELY SUBMISSION OF INFORMATION

Client agrees to submit information on time and in full to Infinity and agrees that Infinity may set a reasonable deadline in order to incorporate Client's information and authorization into its Services under this Agreement. To the extent that Client does not abide by its responsibilities as listed in this Agreement, Infinity shall not be liable for any damages or losses resulting therefrom.

Client covenants that it shall perform its responsibilities under this Agreement in a timely and complete fashion and acknowledges that any delays or inconsistencies resulting from its failure to perform its responsibilities listed in this Agreement put its E-Rate compliance and funding at risk. If Client provides tardy, missing, errant, or incomplete information or authorization after a reasonable deadline set by Infinity or USAC, ("Delayed Information"), Client agrees that Infinity's obligations to use that Delayed Information are on a "best efforts" basis and Infinity will undertake commercially reasonable steps to incorporate any Delayed Information into the work product it produces. Client acknowledges that its failure to furnish information or authorization prior to a reasonable deadline may impact Infinity's ability to complete Infinity's Services under this Agreement. Further, Client authorizes Infinity to act upon a duly executed LOAR to certify information on Client's behalf and Client agrees to Hold Harmless Infinity with respect to any good faith exercise of Infinity's authority to certify information on behalf of Client or otherwise meet a regulatory or legal deadline with respect to Delayed Information.

TERM OF CONTRACT:

This Agreement will begin on July 1, 2025, for a term of **three (3) years**, with an expiration date of **June 30, 2028**.

BILLING

All invoices are due within 30 days (the "Invoice Due Date"). Infinity will invoice Client at Services Start Date and annually on the first day of the E-Rate funding year thereafter. If payment is not received by the Invoice Due Date, Client agrees any overdue and unpaid balances may be charged a late fee at a rate of 1.5% per month.

Infinity does not normally engage attorneys for help in preparing appeals; nevertheless, each appeal is unique, and Infinity does not guarantee any particular outcome. Infinity's Service Fee does not include the cost for any legal counsel or attorney's fees with respect to an appeal and Infinity will, prior to incurring billable services with respect to legal counsel, seek Client's approval for the incurrence thereof.

Infinity's fee for Category One services will be an annual base fee of:

\$5,500.00

Any service not explicitly detailed under Infinity's Responsibilities in this Project Attachment (an "Excluded Service") is not authorized by this Project Attachment. For any Excluded Service, the parties will need to execute a new Project Attachment to cover an Excluded Service at the fee stipulated in such new Project Attachment. Excluded Services could include, but are not limited to, C2 filing assistance, document reconstruction, Design/Project Administration services, or non-E-Rate professional services.

The parties agree that the Service Fee is fair and representative of the Client's anticipated E-rate activity. Client agrees that if its E-rate activity materially changes or is expected to materially change over the course of this Agreement, Infinity may require a re-setting of the fee for Client at the next annual billing date.



Standard Hourly Rates Schedule

For additional work that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$185.00/hour
Sr. Systems Designer	\$165.00/hour
Systems Designer	\$135.00/hour
CAD Operator	\$85.00/hour
Sr. Project Manager	\$165.00/hour
Project Manager	\$105.00/hour
Design Team Coordinator	\$85.00/hour
Compliance Manager	\$150.00/hour
Client Services Specialist	\$100.00/hour
Support Staff	\$60.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blueprint Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.72/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below:

Infinity Communications and Compliance, Inc.

	06/24/2025
Signature	Date
Christian Baker	Chief Operations Officer
Name	Title
P.O. Box 999, Bakersfield, Ca. 93302	
Address/City/State/Zip	
99-4115379	
Federal Tax ID#	

Lakeside Union School District (Kern)

Signature	Date
Name	Title
Address/City/State/Zip	
Federal Tax ID#	



7213 OLD 215 FRONTAGE RD
MORENO VALLEY, CA 92553
(951) 656-5699

4425 E. BRUNDAGE LN, STE 300
BAKERSFIELD, CA 93307
(661) 414-5452

414 SOUTH J STREET
IMPERIAL, CA. 92251
(760) 355-2804

2727 SUPPLY AVE
COMMERCE, CA 90040
(323) 725-0998

75-430 GERALD FORD DRIVE, STE 203
PALM DESERT, CA 92211
(760) 834-8967

bill to:

Lakeside Union School District
14535 Old River Rd
Bakersfield, CA 93311

Quote

Estimate Date: Jul-24-2025
Estimate Number: 2010457017
Total Amount: **\$14,502.39**
Payment Terms: Net 30
Sales Representative Andrea Osuna

Expiration Date Aug-23-2025

Ship To:	Summary:
Lakeside Union School District 14535 Old River Rd Bakersfield, CA 93311	Estimate Date: 07/24/2025 Estimate Number: 2010457017 Estimate Amount: \$14,502.39 Payment Terms: Net 30

Description Details	Item Price	Quantity	Total Price
AAR10QCGANQ1AN*5Y MOTOROLA SLR 5700 1-50 WATT 403-470 MHZ REPEATER INCLUDES: - 5 Year Essential Repair and Software	\$3,562.50	1	\$3,562.50
EMR65316-0/MC(5G)-TUNED 440-470 MHz 4.6-6 MHz Spacing Mobile Duplexer 50 Watt, N-Fem *Tuned at factory - Special order item*	\$656.19	1	\$656.19
CXTA-42A-2* N-Male to N-Male Jumper, 2', RG142, Repeater to Duplexer	\$65.58	2	\$131.15
CXTA-42E-2* N-MALE TO BNC 2' JUMPER, RG142, Duplexer cable	\$57.49	2	\$114.98
ANDLDF4-50A 1/2" CABLE Corrugated Copper Foam HELIAX Coaxial Cable, 50 Ohm	\$3.65	500	\$1,825.00
ANDL4TNF-PSA CommScope Conn, Positive Stop N-Female for 1/2" LDF4, AL4RPV	\$21.11	2	\$42.21
ANDL4TNM-PSA Connector, Positive Stop N-Male for 1/2", AL4RPV-50, LDF4-50A, HL4RPV-50 cable	\$21.25	3	\$63.74
ANXFG4500 450-470 MHz OdB Fiberglass Omni Base Station Antenna	\$194.94	1	\$194.94
POLIS-50NX-C2-MA 125-1000 MHz Flange Mount Coax Lightning Surge Protector, ("N" FEMALE ON EQUIPMENT SIDE AND "N" MALE ON ANTENNA SIDE)	\$99.03	1	\$99.03



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Description Details	Item Price	Quantity	Total Price
R/FRFN1006-3I <i>RF Industries RFN1006-3I Connector, N-Male Crimp for RG8LL Type Cable, 9913, LMR400 S,G,T</i>	\$13.97	1	\$13.97
RFS46 <i>1" to 2-3/4" OD Pipe to Pipe Clammp Set</i>	\$133.21	1	\$133.21
UGBKIT-0210* <i>BUS BAR KIT, CommScope, 1/4"x 2"x 10" Universal Copper Ground Buss Bar, 2 x 10 Holes, with Hardware</i>	\$59.67	1	\$59.67
241088-1 <i>Ground kit for 1/2" Coax, 2 hole lug</i>	\$26.66	1	\$26.66
Misc installation Materials <i>Misc system installation materials, ground, ties, stand off brackets mount material, etc.</i>	\$750.00	1	\$750.00
ANDUGBKIT-0210-T <i>1/4"x 2"x 10" Universal Tinned Ground Buss Bar, 2x 10 Holes with Hardware</i>	\$56.44	1	\$56.44
Programming:1001 <i>Create Code Plug and program to customers approved FCC license and Fleetmap</i>	\$135.00	1	\$135.00
Field Tech <i>Field Service: Install one SLR5700 repeater and duplexer (wall mount) Cable & Antenna installation: includes 500' of 1/2" hard wire (on 50' tower leg), lightning suppressor, antenna, mounts, ground. Tower Climbers, & Instillation Crew.</i>	\$5,250.00	1	\$5,250.00
Programming:1001 <i>Program customers current radios approved FCC license and Fleetmap</i>	\$15.00	50	\$750.00



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Estimate Amount: **\$14,502.39**
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Description

Details

Item Price	Quantity	Total Price
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NOTES*

\$0.00	1	\$0.00
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The customer will be responsible for running a 3" conduit from the tower to the garage wall. A wall penetration will be required at the location where the repeater is installed. Additionally, a ground bar will be needed at the repeater site to ensure proper grounding.

Looking forward to doing business with you

Subtotal: \$13,864.69
Sales Tax: \$637.70
Total: **\$14,502.39**

Airwave Communication Ent. | Moreno Valley, CA | Commerce, CA | Palm Desert, CA | Imperial, CA | Bakersfield, CA |
airwavecommunication.com

Disclaimer:

This quote is for the named party only and not for distribution. It is a standard quote provided without prior coverage testing. Airwave Communications reserves the right to charge for time and effort in gathering this information if intended for RFP/RFQ or similar purposes. We are not responsible for equipment failures due to testing, programming, or rebooting from age, wear, tear, or factors beyond our control. Additional charges apply for delays causing "stand-by-time" during the job. Monitoring provides a snapshot of frequency noise at the time of testing and does not guarantee against interference. Additional parts and work outside the Schedule of Work will be billed at time and material rates. The seller reserves the right to make design improvements to the goods without notice. Airwave reserves the right to correct any errors in prices or quantities for products or services. Prevailing Wage is assumed not required. Delays in radio unit availability on programming day may result in extra charges.

Payment Terms:

One hundred percent (100%) of the balance is due as per the agreed net terms from the invoice date. For sales over ten thousand dollars (\$10,000), thirty percent (30%) is due upon PO issuance, another thirty percent (30%) upon receipt of equipment or parts at our facility, and the remaining balance upon delivery or pickup. These terms may be modified in writing. Invoices not paid within the agreed net terms will incur a charge of 0.833% of the balance per month (equivalent to ten percent (10%) per annum), as permitted by California law. A seven (7) day grace period applies before late fees accrue. Customers will be notified of late fees within ten (10) business days of their addition. Payments will first apply to outstanding late fees, then to the principal balance. Disputes over late fees must be submitted in writing within thirty (30) days. These terms are subject to change with thirty (30) days notice. Invoices unpaid for over ninety (90) days may be referred to a collection agency, and customers will be responsible for additional collection fees. These terms are governed by California law. A three-and-a-half percent (3.5%) service fee applies to credit card transactions.

Customer to Provide:

FCC frequency(s) and channel setting(s), 110 A/C power at the agreed equipment location, site access, shaded area, Wi-Fi access (if needed), clear radio placement instructions (dash/console/desktop/rack, etc.), conduit between rooms or roof, and a lift (if required). For outfitting, vehicle drop-off and pickup must be as scheduled. All personal belongings, weapons, gear, etc., must be removed before delivery. We are not responsible for items left in vehicles. Stand-by time, waiting for POC, vehicles, or delays will be charged at time and materials rates.

Return:

A Return Authorization (RA) number must be requested and issued before returning any products to Airwave Communication. Most products may be returned within thirty (30) days of shipment without a restocking fee if in original packaging and condition for resale. After thirty (30) days, a twenty percent (20%) restocking fee will apply, with a net account credit but no refund unless agreed upon in writing in advance. Credits or refunds for returns will not include prior shipping or service charges. Special or custom orders are non-refundable. Some parts may be substituted.

Cancellation:

Buyer may cancel an order only with the seller's written consent, and the seller is entitled to reasonable cancellation charges, including but not limited to labor, material, and overhead expenses. The seller reserves the right to deduct cancellation charges from any advance payment received from the buyer.

Radio Repair:

The price includes parts and return shipping to the customer. The customer is responsible for shipping the radios to Airwave's facility. If a radio is deemed unrepairable, it can either be returned to the customer or recycled by Airwave for a \$65.00 fee, plus shipping and handling (based on actual cost). Any unclaimed units after 90 days will be recycled. This fee can be waived if a new radio unit is purchased as a replacement. A \$65.00 diagnostic fee will apply if the in-house repair rate is not approved by the customer. There is a 90-day warranty on labor. Both original and aftermarket parts may be used. A \$25 shipping and handling fee applies to radios under manufacturer warranty. This rate does not cover liquid or physical damage, engraving, licensing, or accessories (batteries, antennas, mics, etc.). Programming is an additional fee if required. Prices are subject to change without notice.

Rentals:

A minimum 3-day rental charge applies. The quoted equipment is for general use. Specific building layouts, vehicle designs, or topological conditions may require additional equipment. FCC itinerant channels are shared commercial frequencies; Airwave does not guarantee service continuity or protection from interference. Prices and promotions are subject to expiration; please consult your Airwave representative for details. Additional taxes, fees, and other charges may apply. Rental equipment reservations require a 30-day advance notice. The customer is solely responsible for the equipment. Service repairs or alterations to rental equipment are prohibited without prior written authorization from Airwave. The customer will be charged the full retail price for any lost, stolen, or damaged equipment. Additional charges apply for usage beyond the agreed rental period.

Basic Service Agreements:

Includes: Repairs for failures due to normal wear, one annual preventative service check per unit, software/firmware upgrades, discounts on loaner radios, and services during normal business hours. Excludes: Tax, shipping & handling, pickup or delivery, batteries, antennas, accessories, and damage due to physical or liquid causes. For more details, please refer to the terms and conditions or contact your Airwave representative.

Data Privacy:

Airwave Communication will not share your personal data with any third party, except as necessary to provide and maintain services under these Terms and Conditions.

Important Pricing & Supply Chain Notice:

Recent changes in U.S. trade policy—including the implementation of new tariffs on select foreign imports—have impacted the cost structure of components used across our product portfolio. Combined with ongoing volatility in the national supply chain, customers may experience extended lead times and price fluctuations for certain products and services. Airwave can only guarantee pricing for 30 days from the date the quote is issued. After 30 days, a new quote must be provided to reflect any manufacturer cost adjustments. For the most up-to-date pricing and availability, please consult your Airwave representative.

Modifications or Additions to Terms and Conditions:

No modifications, additions, or waivers of any of these terms and conditions shall be binding unless provided in writing and agreed upon by the Seller.



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

July 11, 2025

KA Proposal No.: T25-486-CAB

Attention: Tristin Camp
Lakeside Union School District
14535 Old River Rd.
Bakersfield, CA 93311

Email: Tcamp@lakesideusd.org
P: 661-827-7011

Subject: PROPOSAL FOR MATERIALS TESTING & INSPECTION SERVICES

Reference: Lakeside School New Shade Structure & Play Area (DSA 03-124935 File 15-89)
14535 Old River Rd.
Bakersfield, CA 93311

Dear, Tristin Camp

Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the above referenced project.

Krazan & Associates is certified by the International Code Council (ICC) with in house geotechnical and environmental engineering capabilities. Our testing/inspection capabilities in conjunction with our geotechnical engineering capabilities allow us to provide our client a single source for inspection and consulting needs.

We take pride in our ability to provide quality service to our clients and feel you will be greatly pleased with the selection of our firm. On the following pages we present our anticipated scope of work, hourly fees, an estimate of the cost of our services, general conditions, and contract. Again, we appreciate the opportunity to provide you with services on this project. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at (661) 837-9200.

The following items are included as an Attachment:

- ☒ Attachment A – Cost Estimate
- ☒ Attachment B – Agreement for Engineering Consulting Services, Construction Observation, & Materials Testing Services

Respectfully Submitted,
KRAZAN & ASSOCIATES, INC.

Larry Burns
Branch Manager

Email: larryburns@krazan.com

Attachment A

CONSTRUCTION MATERIAL TESTING & INSPECTION SERVICES
Lakeside School New Shade Structure & Play Area (DSA 03-124935 File 15-89)
14535 Old River Rd.
Bakersfield, CA 93311

DESCRIPTION	Units	Rate	Unit Measure	Cost
Earthwork Testing and Inspection				
Compaction Testing: Sidewalk/Flatwork	12	131.00	Hour	\$1,572.00
Compaction Testing: Playground Sub	8	131.00	Hour	\$1,048.00
Laboratory Testing				
Maximum Density Curve	3	225.00	Each	\$675.00
M.D. Checkpoint	1	125.00	Each	\$125.00
Special Inspection and Materials Testing				
Concrete Placement Inspection	16	133.00	Hour	\$2,128.00
Shop Weld Inspection (Texas)	32	90.00	Hour	\$2,880.00
Material Identification	8	90.00	Hour	\$720.00
Tensile Test-Reinforcing Steel	2	55.00	Each	\$110.00
Bend Test-Reinforcing Steel	2	55.00	Each	\$110.00
High Strength Bolt Inspection	8	135.00	Hour	\$1,080.00
Skidmore	2	175.00	Each	\$350.00
Laboratory Testing				
Compression Test: Concrete	2	130.00	Set	\$260.00
Miscellaneous Services				
Drilled Pier	16	133.00	Hour	\$2,128.00
High Strength Bolt Assembly Testing	3	330.00	Hour	\$990.00
Project Administration and Miscellaneous Services				
Report Preparation/Clerical	10	75.00	Hour	\$750.00
Engineered Report	6	125.00	Hour	\$750.00
Sample Pick Up	6	115.00	Hour	\$690.00
TOTAL ESTIMATED COST FOR TESTING & INSPECTION SERVICES:				\$16,366.00

FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with our 2025 prevailing wage schedule. A detailed breakdown of this cost estimate is attached as Attachment A. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. **The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price.** Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

COORDINATION

The above scope of services will be performed when scheduled by the General Contractor or the client's designated representative. Proper scheduling is imperative to the success of the special inspections program. Krazan & Associates cannot take responsibility for work that has not been inspected if we have not been scheduled nor can we take responsibility for delays due to insufficient lead-time in scheduling inspections. We recommend that the person scheduling the inspections contact our office prior to the job starting to discuss required inspection and scheduling procedures.

CONDITIONS

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. Services will be performed on a "time and materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. A four (4) hour minimum charge applies to all inspection services. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
3. Inspections which are cancelled with less than twelve (12) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested.
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. If required, the stated labor rates reflect the current General Prevailing Wage Determination made by the State of California Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1.
8. Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 12.5 percent. Services rendered in excess of 8 hours (up to 12 hours) on any week day and on Saturdays will be billed at time and a half the hourly rate. Services rendered in excess of 12 hours on any weekday, on Holidays, on Sundays, or in excess of 8 hours on Saturdays or will be charged at double the hourly rate.

**AGREEMENT FOR ENGINEERING CONSULTING SERVICES,
CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICES**

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, with its principal office located at 215 West Dakota Avenue, Clovis, California, 93612, hereinafter referred to as "Consultant", and Lakeside Union School District, whose principal address is 14535 Old River Rd. Bakersfield, CA 93311, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Lakeside School New Shade Structure & Play Area (DSA 03-124935 File 15-89)," file number T25-486-CAB, dated July 11, 2025 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Bakersfield, CA, is effective as of the date this Agreement is countersigned by Krazan & Associates, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. Scheduling of Consultant's Services by Client or Client's agent or designee will constitute Client's acceptance of these terms and conditions. WITNESSETH, that the parties hereto, in consideration of the mutual promises and benefits flowing to each of the parties hereto as hereinafter stated, do mutually agree as follows:

1. DEFINITIONS

- 1.1. **Contract Documents.** Plans, specifications, and agreements between Client and Contractor, including amendments, supplementary instructions, and change orders.
- 1.2. **Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.
- 1.3. **Day(s).** Calendar day(s) unless otherwise stated.
- 1.4. **Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.
- 1.5. **Services.** The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's PROPOSAL and any written Purchase Orders, Service Orders, Task Orders or Work Orders, and Change Order or amendment to this Agreement, and Consultant's professional services as scheduled by Client's Contractor through oral or written communication.
- 1.6. **Work.** The labor, materials, equipment and services of the Contractor required to complete the project in accordance with the approved plans and specifications, and building code requirements.
- 1.7. **Fee Schedule.** Consultant's standard annual fee schedule.
- 1.8. **Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.
- 1.9. **Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.10. **Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.
- 1.11. **Proposal.** Document issued by Consultant identifying the Client, Project, Scope of Services, Fee Structure (Fixed Fee or Time-and-Materials) the Fixed Fee or in the case of Services provided on a time-and-materials basis the estimated cost of services, including estimated quantities and unit rates.

2. SCOPE OF SERVICES

- 2.1. **Basic Services.** Consultant will perform the Scope of Services set forth in the project-specific Proposals along with any additional services requested by Client's Project Manager or Site Representative.
- 2.2. **Optional Services / Additional Services.** Consultant's Proposal may include the performance of optional services as identified in the project-specific Proposal which will require specific written authorization by Client. In the absence of specific authorization to proceed with optional services when listed, said services will not be performed. Client expressly waives any claim against Consultant resulting from its failure to perform Optional or Additional Services recommended to Client that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.
- 2.3. **Changes in Scope.** If Consultant provides Client with a written notice of a change in the Proposal or the Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Proposal, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Article 15, "Disputes."
- 2.4. **Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the Proposal.
- 2.5. **Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.
- 2.6. **Sampling, Inspection & Test Locations, Site Protection.** Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Consultant will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Proposal.
- 2.7. **Excluded Services.** Consultant's Services under this Agreement include only those Services specified in the Proposal, and those services subsequently requested by Client and agreed to by Consultant. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.
- 2.8. **Construction Phase Services.**

2.8.1. Scheduling. Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

2.8.2. Authority of Consultant. Consultant will report observations and data to the Client and the General Contractor. Consultant will report any observed work to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. Consultant is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Consultant does not warrant or guarantee that all of the Work performed by Contractor meets the requirements of the approved plans and specifications for such Work or the Consultant's recommendations. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for the Client.

2.8.3. Contractor's Responsibilities. Contractor has sole responsibility for the means, methods, techniques or sequences during the performance of its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for completion of the Work in accordance with the approved plans and the building code requirements, and for the safety of persons and property at the Project Site.

2.8.4. Review of Contractor's Submittals. If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Design Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

2.8.5. Site Meetings & Visits. When providing geotechnical engineering services during the construction phase of the project, Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Proposal or, if not specified in the Proposal, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

2.8.6. Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.8.7. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

2.8.8. Certifications. Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

2.8.9. Final Report. At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant. Issuance of the Final Report is contingent on payment in full by Client for all undisputed invoices and services provided by Consultant.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform its Services on either a Lump Sum/Fixed Fee or Time-and-Materials/Time-and-Expense basis as identified in the PROPOSAL.

3.2. Additional Services. Any additional services performed under this Agreement, including increased hours or units for those services expressly identified in the attached PROPOSAL, and any additionally requested inspection and/or testing tasks, will be provided on a Time-and-Materials basis at the rates established for the project, above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Consultant will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Consultant. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. In particular, construction materials testing and inspection or observation services are highly dependent on contractors' schedules, weather, overlapping of work and many other factors. Client recognizes that changes in scope and schedule, and unforeseen circumstances, Contractor performance

and production of the Work can all influence the successful completion of Services within the estimated cost. The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and expense basis to completion of the required Services unless directed otherwise by Client. Furthermore, where a provision of a "not to exceed" limitation is included in the proposal it is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a Time-and-Materials basis unless directed by Client to discontinue any further Services.

3.4. **Rates.** Client will pay Consultant at the rates set forth in the PROPOSAL and in accordance with Consultant's annual Fee Schedule. Rates presented in the Fee Schedule and those presented in project-specific Proposals shall be considered to be the Standard Rates. Rates are subject to annual cost of living adjustment.

3.5. **Basis of Charges for Construction Phase Services.**

3.5.1. **Billing Increments.** A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of four (4) hours for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician, unless modified in a project-specific proposal.

3.5.2. **Billing Rate Premiums For Services in Northern California.** Services initiated between the hours of 4:00 a.m. and 2:00 p.m. will be performed at the standard rates presented in the PROPOSAL and annual fee schedule with inclusion of rate premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a shift differential premium of fifteen (15) percent.

3.5.3. **Billing Rate Premiums For Services in Southern California.** Services provided before 6:00 a.m. and after 5:00 p.m. on weekdays are subject to overtime rates.

3.5.4. **Billing Rate Premiums - Overtime.** Services rendered in excess of 8 hours on any weekday (excluding holidays) and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Sundays or holidays will be billed at double (x 2) the standard rate.

3.5.5. **Late Cancellation.** All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per technician per day canceled. Notice of cancellation must be received by our office during our office hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

3.6. **Changes to Rates.** Client and Consultant agree that the rates presented in the PROPOSAL and the Fee Schedule are applicable only through December 31 of the year published for non-prevailing wage projects and through June 30 for California Prevailing wage projects, unless stated otherwise in the PROPOSAL. Rates are subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the Proposal, where non-prevailing wage projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the Proposal and Fee Schedule are subject to an annual cost of living adjustment of not less than four percent (4%) or based on the consumer price index for the geographic area where our services are being provided, whichever is greater. Notwithstanding the foregoing, where Prevailing Wage regulations apply, Consultant's labor rates are subject to revision based on determinations made by the governing agency. Prevailing Wage rates are subject to annual increases effective July 1. Where labor rates are increased during the course of the project, Consultant's billing rates presented in the Proposal and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or employer payments rate increases unless otherwise stipulated in the Proposal. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Article 14, "Termination."

3.7. **Prevailing Wage.** The rates presented in the PROPOSAL and Fee Schedule are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply unless so specifically stated. Unless Client specifically informs Consultant in writing at the time of request for a proposal or scheduling of services that prevailing wage regulations apply to the Project and Consultant confirms the inclusion of Prevailing Wage rates in the project-specific Proposal, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including but not limited to all added labor costs, administrative costs, fines and attorneys' fees.

3.8. **Expenses.** Miscellaneous out-of-pocket charges, drilling permits, parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus twenty percent (20%) o basis. On remote jobs or at remote fabrication facilities, subsistence, when not furnished, will be an additional charge.

3.9. **Payment Timing; Late Charge.** Consultant will invoice Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the invoice amounts shall be presumed to be correct and the balance as stated on the invoice shall be paid. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent, regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 2.0% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and

expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a material breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. **Professional Standards/Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform its Services in a manner consistent with the professional standard of care defined as the ordinary and reasonable care usually exercised by other professional consultants providing similar services on the same type of project, in the same geographic locale, under similar circumstances and conditions at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2. **Level of Service.** Consultant offers different levels of construction observation, inspection and materials testing services to suit the desires and needs of different clients. Risks associated with construction defects can never be eliminated; however, more detailed and extensive observations, inspections and testing services yield more information, but at increased cost. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client's signing of this Agreement is confirmation that Client has reviewed the Proposal and has determined that it does not need or want a greater level of Services than that specifically identified in the Proposal.

4.3. **No Warranty.** Client recognizes the inherent risks connected with site development and construction activities, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Client also recognizes that site conditions may change with time, conditions may vary from those encountered at the times when and locations where the data are obtained, despite the use of due professional care. Therefore, in signing this Agreement the Client understands that Consultant is not providing a warranty or assurance as to the surface and subsurface conditions throughout the site, the performance of the structure(s) or the project in general, or strict adherence to approved project plans and building code requirements. Client recognizes and agrees that Consultant's tests and observations of the site conditions or Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

5.1. **Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

5.2. **Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

5.3. **Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the Proposal. If Client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

5.4. **Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known, potential or possible health or safety hazards existing on or near the Project Site, to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

5.5. **Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

6. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Article 14, "Termination."

7. ALLOCATION OF RISK

7.1. **Limitation of liability.** The total cumulative liability of consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "consultant entities"), to client and its successors and assigns, and all parties included as additional insured on consultant's insurance policies and all of their respective shareholders, directors, officers, employees and agents (collectively "client entities") arising from or relating to services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by consultant under this agreement or

twenty-five thousand dollars (\$25,000.00) , whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in consultant's services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon client's written request, consultant and client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in consultant's fee, provided that they amend this agreement in writing as provided in Article 16. Consultant entities and client entities also agree that the client entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join consultant as a third-party defendant.

7.2. Indemnification. Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Indemnitees") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Liabilities") caused or alleged to be caused by the negligence or willful misconduct of Client, its design consultants and contractors, and their respective employees, agents and/or subcontractors. In addition, except to the extent caused solely by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Indemnitees from and against any and all Liabilities, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

7.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

7.4. Continuing Agreement. The provisions of this Article 7, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Article 7 will apply to such Services as if the parties had executed an amendment.

7.5. No Personal Liability. Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

8. INSURANCE

8.1. Consultant's insurance. Consultant carries statutory workers' compensation and employer's liability insurance with limits of \$1,000,000 each accident and policy; commercial general liability (CGL) insurance for bodily injury and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate; automobile liability (AL) insurance, including liability for all owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit (each accident); and professional liability insurance with limits of \$1,000,000 per claim and annual aggregate. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied or preceded by a signed agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized services. Waiver of subrogation and additional insured endorsements are not included. Inclusion of these endorsements for CGL and AL will be considered and may be provided for an additional administrative fee. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

8.2. Contractor's Insurance. Client shall require that all Contractors (including Client when applicable) and subcontractors for the Project to name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

9. OWNERSHIP AND USE OF DOCUMENTS

9.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

9.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

9.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity, other than the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the design of the project and completion of Contractor's Work or the monitoring of the Project by Governmental Agencies.

9.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project, subject to any specific reliance or reuse limitations presented in the Document.

9.3.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

9.3.3. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly,

all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation; the paper original issued by Consultant will remain the final documentation of the Services.

9.3.4. **Unauthorized Reuse.** No party other than Client may rely on, and Client will not represent to any other party that it may rely on, Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

10. SAMPLE DISPOSAL.

All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. All soil and construction materials samples collected during construction phase services will be disposed of or destroyed at the completion of testing unless Consultant is otherwise advised by Client. Samples may be held for up to a thirty (30) day period at Consultant's discretion or at the Client's request received in writing before the samples are tested. Client will promptly pay and be responsible for the analytical testing, removal and lawful disposal of all contaminated samples unless otherwise agreed in writing. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge.

11. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

12. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

13. SUSPENSION AND DELAYS

13.1. **Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the services by consultant. Consultant may terminate this agreement if client suspends consultant's services for more than 60 days and client will pay consultant as set forth under Article 14, "Termination." If client suspends consultant's services, or if client or others delay consultant's services, client and consultant agree to equitably adjust: (1) the time for completion of the services; and (2) consultant's compensation in accordance with consultant's then current fee schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for client's benefit during the delay or suspension, or charges incurred by consultant for demobilization and subsequent remobilization.

13.2. **Liability.** Consultant is not liable to client for any failure to perform or delay in performance due to circumstances beyond consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of god," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

14. TERMINATION

14.1. **Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

14.2. **Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

14.3. **Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

15. DISPUTES

15.1. **Informal Negotiation.** Any dispute regarding this Agreement shall be attempted to be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may then negotiate directly. If informal negotiation is unsuccessful, the parties may then proceed to Mediation.

15.2. **Mediation.** In the event that informal negotiation does not resolve a dispute, all disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

15.3. **Precondition to Other Action.** No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Kern County, California. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator

shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

15.4. **Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Kern County, California. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

15.5. **Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

16. MISCELLANEOUS

16.1. **Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other for purposes of requesting services, project scope and fee proposals, or authorizing Services must be in writing and delivered by email, hand delivered to the recipient or delivered by first-class mail to the local Krazan office that will provide services or to the Corporate addresses listed below.

Any and all notices, requests, instructions, or other communications given by either party to the other for purposes other than requesting services, project scope and fee proposals, or Services authorization, must be in writing and delivered by email, USPS first-class mail with return receipt (postage prepaid) or recognized courier with tracking and signature required for delivery and addressed to the following:

To Consultant:

Krazan & Associates

215 West Dakota Avenue

Clovis, California 93612

Attn: Mr. Dave Jarosz

davejarosz@krazan.com

To Client:

Either Party may, at any time, designate a new or different address to which notices are to be sent.

Any notice shall be deemed delivered as of the time that the same is personally delivered or as of the date of signature confirming receipt by the recipient.

16.2. **Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

16.3. **Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

16.4. **Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

16.5. **Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement. No person other than a corporate officer (President, Vice President, or Chief Financial Officer) of Client is authorized to amend, change, modify, or waive any term or provision of this Agreement.

16.6. **Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

16.7. **Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

16.8. **Precedence.** These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, Proposal, Purchase Order, Requisition, Notice To Proceed, or other document regarding Consultant's Services.

16.9. **Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

16.10. **Electronic Copies.** The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

16.11. **No Third-Party Rights.** This Agreement shall not create any rights or benefits to parties other than Client and Consultant.

17. ENTIRE AGREEMENT

The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Consultant: KRAZAN & ASSOCIATES

Signature _____ Date _____

Name (Please Print) _____

Title _____

[END OF DOCUMENT



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

July 11, 2025

KA Proposal No.: T25-487-CAB

Attention: Tristin Camp
Lakeside Union School District
14535 Old River Rd.
Bakersfield, CA 93311

Email: Tcamp@lakesideusd.org
P: 661-827-7011

Subject: PROPOSAL FOR MATERIALS TESTING & INSPECTION SERVICES

Reference: Lakeside School Ac Paving (DSA 03-124936 File 15-89)
14535 Old River Rd.
Bakersfield, CA 93311

Dear, Tristin Camp

Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the above referenced project.

Krazan & Associates is certified by the International Code Council (ICC) with in house geotechnical and environmental engineering capabilities. Our testing/inspection capabilities in conjunction with our geotechnical engineering capabilities allow us to provide our client a single source for inspection and consulting needs.

We take pride in our ability to provide quality service to our clients and feel you will be greatly pleased with the selection of our firm. On the following pages we present our anticipated scope of work, hourly fees, an estimate of the cost of our services, general conditions, and contract. Again, we appreciate the opportunity to provide you with services on this project. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at (661) 837-9200.

The following items are included as an Attachment:

- ☒ Attachment A – Cost Estimate
- ☒ Attachment B – Agreement for Engineering Consulting Services, Construction Observation, & Materials Testing Services

Respectfully Submitted,
KRAZAN & ASSOCIATES, INC.


Larry Burns
Branch Manager

Email: larryburns@krazan.com

Attachment A**CONSTRUCTION MATERIAL TESTING & INSPECTION SERVICES****Lakeside School Ac Paving (DSA 03-124936 File 15-89)**

14535 Old River Rd.

Bakersfield, CA 93311

DESCRIPTION	Units	Rate	Unit Measure	Cost
Earthwork Testing and Inspection				
Compaction Testing: Parking Lot Subgrade	16	131.00	Hour	\$2,096.00
Compaction Testing: Parking Lot Aggregate	16	131.00	Hour	\$2,096.00
Compaction Testing: Curb and Gutter/V Gutter	12	131.00	Hour	\$1,572.00
Compaction Testing: Sidewalk/Drive Approach	4	131.00	Hour	\$524.00
Compaction Testing: New Ramp	12	131.00	Hour	\$1,572.00
Laboratory Testing				
Maximum Density Curve	4	225.00	Each	\$900.00
M.D. Checkpoint	2	125.00	Each	\$250.00
Special Inspection and Materials Testing				
Concrete Placement Sampling	8	133.00	Hour	\$1,064.00
Batch Plant Inspection	8	133.00	Hour	\$1,064.00
Shop Weld Inspection	8	90.00	Hour	\$720.00
Material Identification	4	90.00	Hour	\$360.00
Laboratory Testing				
Compression Test: Concrete	2	130.00	Set	\$260.00
Asphaltic Concrete Inspection and Testing				
Compaction of Asphalt Placement	16	133.00	Hour	\$2,128.00
HMA Sampling	4	133.00	Hour	\$532.00
Asphalt Batch Plant	8	131.00	Hour	\$1,048.00
Laboratory Testing				
Hveem Stability/Density	2	365.00	Each	\$730.00
Asphalt Content	2	210.00	Each	\$420.00
Sieve Analysis (AC)	2	210.00	Each	\$420.00
Miscellaneous Services				
Project Engineer / Manager Site Inspection	4	145.00	Hour	\$580.00
Project Administration and Miscellaneous Services				
Report Preparation/Clerical	8	75.00	Hour	\$600.00
Engineered Report	5	125.00	Hour	\$625.00
Sample Pick Up	6	115.00	Hour	\$690.00
TOTAL ESTIMATED COST FOR TESTING & INSPECTION SERVICES:				\$20,251.00

Krazan Associates, Inc.

With Offices Serving the Western United States

FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with our 2025 prevailing wage schedule. A detailed breakdown of this cost estimate is attached as Attachment A. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. **The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price.** Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

COORDINATION

The above scope of services will be performed when scheduled by the General Contractor or the client's designated representative. Proper scheduling is imperative to the success of the special inspections program. Krazan & Associates cannot take responsibility for work that has not been inspected if we have not been scheduled nor can we take responsibility for delays due to insufficient lead-time in scheduling inspections. We recommend that the person scheduling the inspections contact our office prior to the job starting to discuss required inspection and scheduling procedures.

CONDITIONS

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. Services will be performed on a "time and materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. A four (4) hour minimum charge applies to all inspection services. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
3. Inspections which are cancelled with less than twelve (12) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested.
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. If required, the stated labor rates reflect the current General Prevailing Wage Determination made by the State of California Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1.
8. Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 12.5 percent. Services rendered in excess of 8 hours (up to 12 hours) on any week day and on Saturdays will be billed at time and a half the hourly rate. Services rendered in excess of 12 hours on any weekday, on Holidays, on Sundays, or in excess of 8 hours on Saturdays or will be charged at double the hourly rate.

**AGREEMENT FOR ENGINEERING CONSULTING SERVICES,
CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICES**

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, with its principal office located at 215 West Dakota Avenue, Clovis, California, 93612, hereinafter referred to as "Consultant", and Lakeside Union School District, whose principal address is 14535 Old River Rd. Bakersfield, CA 93311, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Lakeside School Ac Paving (DSA 03-124936 File 15-89)," file number T25-487-CAB, dated July 11, 2025 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Bakersfield, CA, is effective as of the date this Agreement is countersigned by Krazan & Associates, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. Scheduling of Consultant's Services by Client or Client's agent or designee will constitute Client's acceptance of these terms and conditions. WITNESSETH, that the parties hereto, in consideration of the mutual promises and benefits flowing to each of the parties hereto as hereinafter stated, do mutually agree as follows:

1. DEFINITIONS

- 1.1. **Contract Documents.** Plans, specifications, and agreements between Client and Contractor, including amendments, supplementary instructions, and change orders.
- 1.2. **Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.
- 1.3. **Day(s).** Calendar day(s) unless otherwise stated.
- 1.4. **Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.
- 1.5. **Services.** The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's PROPOSAL and any written Purchase Orders, Service Orders, Task Orders or Work Orders, and Change Order or amendment to this Agreement, and Consultant's professional services as scheduled by Client's Contractor through oral or written communication.
- 1.6. **Work.** The labor, materials, equipment and services of the Contractor required to complete the project in accordance with the approved plans and specifications, and building code requirements.
- 1.7. **Fee Schedule.** Consultant's standard annual fee schedule.
- 1.8. **Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.
- 1.9. **Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.10. **Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.
- 1.11. **Proposal.** Document issued by Consultant identifying the Client, Project, Scope of Services, Fee Structure (Fixed Fee or Time-and-Materials) the Fixed Fee or in the case of Services provided on a time-and-materials basis the estimated cost of services, including estimated quantities and unit rates.

2. SCOPE OF SERVICES

- 2.1. **Basic Services.** Consultant will perform the Scope of Services set forth in the project-specific Proposals along with any additional services requested by Client's Project Manager or Site Representative.
- 2.2. **Optional Services / Additional Services.** Consultant's Proposal may include the performance of optional services as identified in the project-specific Proposal which will require specific written authorization by Client. In the absence of specific authorization to proceed with optional services when listed, said services will not be performed. Client expressly waives any claim against Consultant resulting from its failure to perform Optional or Additional Services recommended to Client that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.
- 2.3. **Changes in Scope.** If Consultant provides Client with a written notice of a change in the Proposal or the Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Proposal, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Article 15, "Disputes."
- 2.4. **Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the Proposal.
- 2.5. **Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.
- 2.6. **Sampling, Inspection & Test Locations, Site Protection.** Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Consultant will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Proposal.
- 2.7. **Excluded Services.** Consultant's Services under this Agreement include only those Services specified in the Proposal, and those services subsequently requested by Client and agreed to by Consultant. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.
- 2.8. **Construction Phase Services.**

2.8.1. Scheduling. Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

2.8.2. Authority of Consultant. Consultant will report observations and data to the Client and the General Contractor. Consultant will report any observed work to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. Consultant is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Consultant does not warrant or guarantee that all of the Work performed by Contractor meets the requirements of the approved plans and specifications for such Work or the Consultant's recommendations. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for the Client.

2.8.3. Contractor's Responsibilities. Contractor has sole responsibility for the means, methods, techniques or sequences during the performance of its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for completion of the Work in accordance with the approved plans and the building code requirements, and for the safety of persons and property at the Project Site.

2.8.4. Review of Contractor's Submittals. If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Design Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

2.8.5. Site Meetings & Visits. When providing geotechnical engineering services during the construction phase of the project, Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Proposal or, if not specified in the Proposal, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

2.8.6. Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.8.7. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

2.8.8. Certifications. Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

2.8.9. Final Report. At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant. Issuance of the Final Report is contingent on payment in full by Client for all undisputed invoices and services provided by Consultant.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform its Services on either a Lump Sum/Fixed Fee or Time-and-Materials/Time-and-Expense basis as identified in the PROPOSAL.

3.2. Additional Services. Any additional services performed under this Agreement, including increased hours or units for those services expressly identified in the attached PROPOSAL, and any additionally requested inspection and/or testing tasks, will be provided on a Time-and-Materials basis at the rates established for the project, above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Consultant will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Consultant. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. In particular, construction materials testing and inspection or observation services are highly dependent on contractors' schedules, weather, overlapping of work and many other factors. Client recognizes that changes in scope and schedule, and unforeseen circumstances, Contractor performance

and production of the Work can all influence the successful completion of Services within the estimated cost. The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and expense basis to completion of the required Services unless directed otherwise by Client. Furthermore, where a provision of a "not to exceed" limitation is included in the proposal it is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a Time-and-Materials basis unless directed by Client to discontinue any further Services.

3.4. **Rates.** Client will pay Consultant at the rates set forth in the PROPOSAL and in accordance with Consultant's annual Fee Schedule. Rates presented in the Fee Schedule and those presented in project-specific Proposals shall be considered to be the Standard Rates. Rates are subject to annual cost of living adjustment.

3.5. **Basis of Charges for Construction Phase Services.**

3.5.1. **Billing Increments.** A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of four (4) hours for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician, unless modified in a project-specific proposal.

3.5.2. **Billing Rate Premiums For Services in Northern California.** Services initiated between the hours of 4:00 a.m. and 2:00 p.m. will be performed at the standard rates presented in the PROPOSAL and annual fee schedule with inclusion of rate premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a shift differential premium of fifteen (15) percent.

3.5.3. **Billing Rate Premiums For Services in Southern California.** Services provided before 6:00 a.m. and after 5:00 p.m. on weekdays are subject to overtime rates.

3.5.4. **Billing Rate Premiums - Overtime.** Services rendered in excess of 8 hours on any weekday (excluding holidays) and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Sundays or holidays will be billed at double (x 2) the standard rate.

3.5.5. **Late Cancellation.** All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per technician per day canceled. Notice of cancellation must be received by our office during our office hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

3.6. **Changes to Rates.** Client and Consultant agree that the rates presented in the PROPOSAL and the Fee Schedule are applicable only through December 31 of the year published for non-prevailing wage projects and through June 30 for California Prevailing wage projects, unless stated otherwise in the PROPOSAL. Rates are subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the Proposal, where non-prevailing wage projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the Proposal and Fee Schedule are subject to an annual cost of living adjustment of not less than four percent (4%) or based on the consumer price index for the geographic area where our services are being provided, whichever is greater. Notwithstanding the foregoing, where Prevailing Wage regulations apply, Consultant's labor rates are subject to revision based on determinations made by the governing agency. Prevailing Wage rates are subject to annual increases effective July 1. Where labor rates are increased during the course of the project, Consultant's billing rates presented in the Proposal and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or employer payments rate increases unless otherwise stipulated in the Proposal. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Article 14, "Termination."

3.7. **Prevailing Wage.** The rates presented in the PROPOSAL and Fee Schedule are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply unless so specifically stated. Unless Client specifically informs Consultant in writing at the time of request for a proposal or scheduling of services that prevailing wage regulations apply to the Project and Consultant confirms the inclusion of Prevailing Wage rates in the project-specific Proposal, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including but not limited to all added labor costs, administrative costs, fines and attorneys' fees.

3.8. **Expenses.** Miscellaneous out-of-pocket charges, drilling permits, parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus twenty percent (20%) o basis. On remote jobs or at remote fabrication facilities, subsistence, when not furnished, will be an additional charge.

3.9. **Payment Timing; Late Charge.** Consultant will invoice Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the invoice amounts shall be presumed to be correct and the balance as stated on the invoice shall be paid. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent, regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 2.0% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and

expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a material breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. **Professional Standards/Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform its Services in a manner consistent with the professional standard of care defined as the ordinary and reasonable care usually exercised by other professional consultants providing similar services on the same type of project, in the same geographic locale, under similar circumstances and conditions at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2. **Level of Service.** Consultant offers different levels of construction observation, inspection and materials testing services to suit the desires and needs of different clients. Risks associated with construction defects can never be eliminated; however, more detailed and extensive observations, inspections and testing services yield more information, but at increased cost. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client's signing of this Agreement is confirmation that Client has reviewed the Proposal and has determined that it does not need or want a greater level of Services than that specifically identified in the Proposal.

4.3. **No Warranty.** Client recognizes the inherent risks connected with site development and construction activities, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Client also recognizes that site conditions may change with time, conditions may vary from those encountered at the times when and locations where the data are obtained, despite the use of due professional care. Therefore, in signing this Agreement the Client understands that Consultant is not providing a warranty or assurance as to the surface and subsurface conditions throughout the site, the performance of the structure(s) or the project in general, or strict adherence to approved project plans and building code requirements. Client recognizes and agrees that Consultant's tests and observations of the site conditions or Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

5.1. **Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

5.2. **Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

5.3. **Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the Proposal. If Client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

5.4. **Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known, potential or possible health or safety hazards existing on or near the Project Site, to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

5.5. **Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

6. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Article 14, "Termination."

7. ALLOCATION OF RISK

7.1. **Limitation of liability.** The total cumulative liability of consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "consultant entities"), to client and its successors and assigns, and all parties included as additional insured on consultant's insurance policies and all of their respective shareholders, directors, officers, employees and agents (collectively "client entities") arising from or relating to services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by consultant under this agreement or

twenty-five thousand dollars (\$25,000.00) , whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in consultant's services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon client's written request, consultant and client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in consultant's fee, provided that they amend this agreement in writing as provided in Article 16. Consultant entities and client entities also agree that the client entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join consultant as a third-party defendant.

7.2. **Indemnification.** Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Indemnitees") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Liabilities") caused or alleged to be caused by the negligence or willful misconduct of Client, its design consultants and contractors, and their respective employees, agents and/or subcontractors. In addition, except to the extent caused solely by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Indemnitees from and against any and all Liabilities, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

7.3. **Consequential Damages.** Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

7.4. **Continuing Agreement.** The provisions of this Article 7, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Article 7 will apply to such Services as if the parties had executed an amendment.

7.5. **No Personal Liability.** Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

8. INSURANCE

8.1. **Consultant's insurance.** Consultant carries statutory workers' compensation and employer's liability insurance with limits of \$1,000,000 each accident and policy; commercial general liability (CGL) insurance for bodily injury and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate; automobile liability (AL) insurance, including liability for all owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit (each accident); and professional liability insurance with limits of \$1,000,000 per claim and annual aggregate. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied or preceded by a signed agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized services. Waiver of subrogation and additional insured endorsements are not included. Inclusion of these endorsements for CGL and AL will be considered and may be provided for an additional administrative fee. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

8.2. **Contractor's Insurance.** Client shall require that all Contractors (including Client when applicable) and subcontractors for the Project to name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

9. OWNERSHIP AND USE OF DOCUMENTS

9.1. **Client Documents.** All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

9.2. **Consultant's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

9.3. **Use of Documents.** All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity, other than the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the design of the project and completion of Contractor's Work or the monitoring of the Project by Governmental Agencies.

9.3.1. **Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project, subject to any specific reliance or reuse limitations presented in the Document.

9.3.2. **Use by Consultant.** Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

9.3.3. **Electronic Media.** Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly,

all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation; the paper original issued by Consultant will remain the final documentation of the Services.

9.3.4. **Unauthorized Reuse.** No party other than Client may rely on, and Client will not represent to any other party that it may rely on, Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

10. SAMPLE DISPOSAL.

All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. All soil and construction materials samples collected during construction phase services will be disposed of or destroyed at the completion of testing unless Consultant is otherwise advised by Client. Samples may be held for up to a thirty (30) day period at Consultant's discretion or at the Client's request received in writing before the samples are tested. Client will promptly pay and be responsible for the analytical testing, removal and lawful disposal of all contaminated samples unless otherwise agreed in writing. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge.

11. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

12. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

13. SUSPENSION AND DELAYS

13.1. **Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the services by consultant. Consultant may terminate this agreement if client suspends consultant's services for more than 60 days and client will pay consultant as set forth under Article 14, "Termination." If client suspends consultant's services, or if client or others delay consultant's services, client and consultant agree to equitably adjust: (1) the time for completion of the services; and (2) consultant's compensation in accordance with consultant's then current fee schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for client's benefit during the delay or suspension, or charges incurred by consultant for demobilization and subsequent remobilization.

13.2. **Liability.** Consultant is not liable to client for any failure to perform or delay in performance due to circumstances beyond consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of god," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

14. TERMINATION

14.1. **Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

14.2. **Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

14.3. **Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

15. DISPUTES

15.1. **Informal Negotiation.** Any dispute regarding this Agreement shall be attempted to be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may then negotiate directly. If informal negotiation is unsuccessful, the parties may then proceed to Mediation.

15.2. **Mediation.** In the event that informal negotiation does not resolve a dispute, all disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

15.3. **Precondition to Other Action.** No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Kern County, California. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator

shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

15.4. **Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Kern County, California. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

15.5. **Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

16. MISCELLANEOUS

16.1. **Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other for purposes of requesting services, project scope and fee proposals, or authorizing Services must be in writing and delivered by email, hand delivered to the recipient or delivered by first-class mail to the local Krazan office that will provide services or to the Corporate addresses listed below.

Any and all notices, requests, instructions, or other communications given by either party to the other for purposes other than requesting services, project scope and fee proposals, or Services authorization, must be in writing and delivered by email, USPS first-class mail with return receipt (postage prepaid) or recognized courier with tracking and signature required for delivery and addressed to the following:

To Consultant:

Krazan & Associates

215 West Dakota Avenue

Clovis, California 93612

Attn: Mr. Dave Jarosz

davejarosz@krazan.com

To Client:

Either Party may, at any time, designate a new or different address to which notices are to be sent.

Any notice shall be deemed delivered as of the time that the same is personally delivered or as of the date of signature confirming receipt by the recipient.

16.2. **Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

16.3. **Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

16.4. **Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

16.5. **Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement. No person other than a corporate officer (President, Vice President, or Chief Financial Officer) of Client is authorized to amend, change, modify, or waive any term or provision of this Agreement.

16.6. **Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

16.7. **Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

16.8. **Precedence.** These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, Proposal, Purchase Order, Requisition, Notice To Proceed, or other document regarding Consultant's Services.

16.9. **Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

16.10. **Electronic Copies.** The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

16.11. **No Third-Party Rights.** This Agreement shall not create any rights or benefits to parties other than Client and Consultant.

17. ENTIRE AGREEMENT

This Agreement between the parties consists of these terms and conditions the PROPOSAL, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral, unless modified in writing and agreed to by both parties in an amendment to this Agreement. Notwithstanding the foregoing, if any terms and conditions are referenced or included in, or attached to, a work authorization, notice to proceed, Purchase Order or any other form of authorization issued by Client, said terms and conditions shall be without force or effect.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: Lakeside Union School District

Consultant: KRAZAN & ASSOCIATES

Signature Date

Signature Date

Name (Please Print)

Name (Please Print)

Title

Title

[END OF DOCUMENT



MULTIPURE
CertifiedWaterFilters

MP ID#160018

WEBLINK DISCOUNT COUPON CODE use#: → 160018

Edward J. Amerault
CertifiedWaterFilters.com
17364 Cold Spring Circle
Riverside, CA 92503
(951) 283-4044 Voice/Text
edwardamerault@gmail.com
www.multipure.com/eamerault



Order Information

Order Date	7-Aug-2025
Invoice #	2025_08_07_01
Requested By:	Tristin Camp
Order Status	Updated 30 Day Quote Only
Delivery/Install	TBD
Received By:	

"The Most Effective NSF Certified Filter In the World" - "Best By Test" - "The One Filter That Does It All"

	SCHOOL VENDOR ID# XXXXXX	PURCHASE ORDER #	INVOICE#	2025_08_07_01
	REQUISITION# XXXXXX		DATE	
Customer Information		Ship to: or Deliver to: Information		
Idx	LAKESIDE JR. HIGH SCHOOL	Name	LAKESIDE JR. HIGH SCHOOL	
Name	ATTN: Tristin Camp	Address 1	ATTN: Tristin Camp	
Address 1	14535 OLD RIVER RD.	Address 2	14535 OLD RIVER RD.	
City, State, Zip	BAKERSFIELD, CA 93311	City, State, Zip	BAKERSFIELD, CA 93311	
Phone	(661) 827-7011 mobile# Tristin Camp	Phone	(661) 827-7011 mobile# Tristin Camp	
Email	tcamp@lakesideusd.org	Email	tcamp@lakesideusd.org	
Email		Email		

Arsenic		Order Details		
ID	Product Description	Price Δ	Quantity	Price
Arsenic, 1,2,3, TCP				\$0.00
MP880SB	MP880 MULTIPURE AQUAPERFORM SYSTEMS Arsenic & TCP removal	\$765.00	6	\$4,590.00
MULTIPURE	with Stainless Steel Housing Assy. & MC129 Filter Mount Bracket			\$0.00
	with Qty. 1 CB11As Filter included			\$0.00
AQKITB-Below Sink	Below Sink Installation Kits → → → →			\$0.00
				\$0.00
AQKIT-Elkay	Elkay Fountain Installation Kits-TBD for tubing, sizes, fittings		6	\$0.00
As Required	In line Shut Off Valves, Bulk tubing, Unions, Connector Fittings			\$0.00
				\$0.00
CB11As	Spare Replacement Filters for Arsenic	\$150.00		\$0.00
MULTIPURE	for the next filter change			\$0.00
	end of filter capacity (600 Gallons)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
MC840	Floorstand Base for Model 880	\$45.00		\$0.00
OPTIONAL PART	for MP880 System floorstand or Basestand			\$0.00
				\$0.00
MC010	Maintenance Kit - for Stainless Steel units	\$10.00		\$0.00
MULTIPURE Δ	New Replacement O-Ring, & Filter Spacer			\$0.00
				\$0.00
MC284	Filter capacity monitor, programmed by gallons	\$45.00	6	\$270.00
OPTIONAL PART	The 8100T will count down from programed value.			\$0.00
	Meter, connectors & requires 2-AA batteries			\$0.00

P.O. #
Delivery TBD

City (For Sales Tax Rate)	CA Sales Tax Rate
BAKERSFIELD, CA	8.250%

Shipping (Preference)	Estimate
UPS FEDEX USPS ONTRAC DELIVER	

Make Check Payable to Edward J. Amerault	or CertifiedWaterFilters
Date Check Printed CHECK#	
Date Check Received in Person	

NOTE: INVOICE# 2025_08_07_01

DATE DUE

NOTE Δ: MULTIPURE FACTORY PRICES SUBJECT TO CHANGE WITHOUT NOTICE

Order Totals	
Sub Total	\$4,860.00
Sales Tax	\$400.95
S/H	\$0.00
Total	\$5,260.95
Total Paid	
Total Due	\$5,260.95