

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

December 16, 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. CLOSED SESSION

A. Conference with Labor Negotiators (G.C. 54957.6)

- Employee Organizations: LTA and CSEA
- Labor Negotiators: Ty Bryson

B. HEARING TO CONSIDER EXPULSION OF A PUPIL OR PUPILS (Education Code Section 48918)
Case Nos. 12162025
Hearing Will Be Held in Closed Session Unless Timely Request for Open Session Received From Pupil. [Board deliberation will be held in closed session and, in the board's discretion, Outside the presence of all parties, with final action taken in open session.]

3. OPEN SESSION

4. REPORT OF CLOSED SESSION

A. FINAL ACTION REGARDING EXPULSION OF PUPIL(S) (Education Code Section 48918)
Case Nos. 12162025

5. DISCUSSION OR ACTION ITEMS

A. Buildings and Grounds

- (1) Discussion and Possible Action on Bid Results for 7 New Relocatable Classrooms, 1 New Relocatable Restroom, Staff Parking Lot at Suburu School.

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

- (2) Discussion and Possible Action on Proposals for Carpet Tiles for New Portables at Lakeside and Suburu School.

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

- (3) Approval of Proposal from Krazan for Materials Testing and Inspection Services at Donald E Suburu ES Relocatable Classroom and Restrooms.

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

B. Personnel

- (1) Approval to Hire Taylor Reynolds, 6.5 Hour Instructional Aide II at Suburu.

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

- (2) Approval of Tentative Agreement Between the Lakeside Union School District and the Lakeside/Suburu Teachers Association, CTA/NEA.

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

- (3) Approval to Hire Jamie Era, 8 Hour Food Service Worker at Suburu.

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

6. ADVANCE PLANNING

A. Future Meeting Dates

- (1) Regular Meeting – January 13, 2026 at 6:30 p.m. in the Lakeside School Auditorium.

7. 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.



December 11, 2025

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

Re Job No. 2024-2391 – 7 New Relocatable Classrooms, 1 New Relocatable Restroom, Staff
Parking Lot @ Suburu Elementary School
Lakeside Union School District

Dear Mr. Bryson:

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

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

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

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

Sincerely,
Ordiz-Melby Architects, Inc.

Joseph E. Zasoski, AIA

Enclosures

cc: Glenn Asher, Mark Torres, OMA / OMA Project Contract File

☎ 661 832 5258

📠 661 832 4271

1550 Ming Avenue
Suite 280
Bakersfield, CA 93309
ordizmelby.com

03-BID FORM

Name of Bidder: **Ken W Smith Construction Inc.**

Project: **7 Classroom, 1 Restroom, & Staff parking lot**

Project #: **2024-2391**

To: , referred to as "OWNER."

A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. **1,2** on file at the office of OWNER for the Base Bid sum of:

[list all]

Eight Hundred Eighty Five Thousand
dollars.

[written in words]

\$ **885,000.00**
[written in numbers]

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

ALTERNATE BID 1: N/A

[description of alternate]

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

dollars.
[written in words]

\$.
[written in numbers]

ALTERNATE BID 2: N/A

[description of alternate]

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

dollars.
[written in words]

\$.
[written in numbers]

ALTERNATE BID 3: N/A

[description of alternate]

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

dollars.
[written in words]

\$.
[written in numbers]

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

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

working days after contract award.

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

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

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

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

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

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

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

or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public agency.

K. Bidder's contractor's license is: **1047896** **B, C8** **12/30/2026**
[number] [class] [expires]
1000062893 **06/30/2026**
[DIR registration number] [expires]

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

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

INDIVIDUAL/DBA

*Signature: N/A

Print Name:

Business Address:

Date: Telephone:

PARTNERSHIP

Partnership Name:

*By: N/A, Partner

Print Name:

Business Address:

Date: Telephone:

Names of Other Partners:

Ken W Smith CORPORATION
Construction Inc. California
Corporation Name: _____, a Corporation.
(State of Incorporation)

Business Address: 10721 Rio Mesa Drive
Bakersfield CA 93308
Date: 12/11/2025 Telephone: 661-893-0708

*By: Ken W Smith [Required] [Seal]
☒ (President) Chief Executive Officer/Vice President) [Circle One]

Print Name: Ken W Smith

*By: Tana L Smith [Required]
(Secretary/Treasurer ☒ Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name: Tana L. Smith

JOINT VENTURE

Joint Venturer Name:

*Signed by: N/A (Joint Venturer)

Print Name:

Business Address:

Date: Telephone:

Other Parties to Joint Venture:

If an individual joint venturer:

*By: _____ (Signature)

Print Name:

If a DBA joint venturer:

*By: _____ (Signature)

Print Name:

If a partnership joint venturer:

*By: _____ (Signature)

Print Name:

If a Corporation joint venturer:

[Seal]

(Name)

a _____ Corporation.

(State of Incorporation)

*By: _____

Print Name:

Title:

***Important Notice:** Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

04-SUBSTITUTION LISTING

****TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID****

TO: Lakeside Union School District

1. Pursuant to bidding and contract requirements for the work titled:
Project Title/Bid #: 7 Classroom, 1 Restroom, & Staff Parking lot/ 2024-2391

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

2. Please complete, attaching additional sheets as necessary:

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

[illegible]

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

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

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

Ken W Smith
BIDDER: Construction Inc.

By: Ken W Smith
Print Name: Ken W Smith

05-LIST OF SUBCONTRACTORS

TO BE SUBMITTED WITH BID

PROJECT TITLE: BID #: 7 Classroom,1 Restroom, & Staff parking lot/ 2024-2391
OWNER: Lakeside Union School District

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

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

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

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

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

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

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

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

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

F. Attach additional sheets, as necessary.

[illegible]

Firm Name: Ken W Smith Construction Inc.

By: Don W. Smith
[Signature must match that on bid]

Print Name: Ken W Smith

06-BID BOND

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

PROJECT TITLE/BID #: 7 Classroom, 1 Restroom, & Staff parking lot/ 2024-2391
OWNER: Lakeside Union School District

KNOW ALL MEN BY THESE PRESENTS, that we, **KEN W. SMITH CONSTRUCTION, INC.** as Principal, and **OLD REPUBLIC SURETY COMPANY** as Surety, are held and firmly bound unto the **LAKE SIDE UNION SCHOOL DISTRICT** (referred to as Owner) in the sum of **TEN** percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated **DECEMBER 11, 2025**, for: \$ 10 % of Bid.

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

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

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 5th day of **DECEMBER**, 2025 the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: 12/11/2025

PRINCIPAL Ken W. Smith Construction, Inc.

By: Ken W. Smith

Title: President / Ken W. Smith

DATED: December 5, 2025

SURETY Old Republic Surety Company

By: Heather Willis

Title: Attorney-In-Fact / Heather Willis

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Orange)
On DECEMBER 5, 2025 before me, Hannah Ogren, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared HEATHER WILLIS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Spencer Flake, Mark D. Iatarola, Heather Willis of Anaheim, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

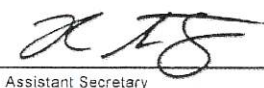
RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

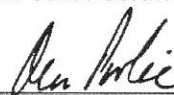
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 3rd day of December, 2025.


Assistant Secretary



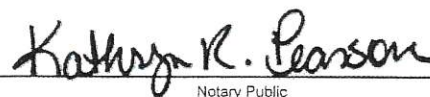
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 3rd day of December, 2025, personally came before me, Alan Pavlic
and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 3996

Signed and sealed at the City of Brookfield, WI this 5th day of December, 2025


Assistant Secretary

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

PROJECT TITLE/BID #: 7 Classroom, 1 Restroom, & Staff Parking lot/ 2024-2391

OWNER: Lakeside Union School District

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/11/2025 [date], at [city], [state].

Bakersfield California

Contractor: **Ken W Smith Construction Inc.**

By Ken W Smith

Title: **President**
Signature: Ken W. Smith

08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: 7 Classroom, 1 Restroom, & Staff Parking lot/ 2024-2391
OWNER: Lakeside Union School District

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

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

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

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

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

Executed at Bakersfield, California, on 12/11, 2025 .

Firm Name: Ken W Smith Construction Inc.

By: Ken W Smith

Title: President

Signed: 

[Signature must match that on bid]

22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

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

PROJECT TITLE/ BID #: 7 Classroom, 1 Restroom, & Staff parking lot/ 2024-2391
OWNER: Lakeside Union School District

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

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

Please check one of the following:

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

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

Executed at Bakersfield, California, on 12/11, 2025 .

Firm Name: Ken W Smith Construction Inc.

By: Ken W Smith
Print Name Above

Signed

Ken W Smith

Print Title: President

23-CONTRACTOR'S QUALIFICATIONS QUESTIONNAIRE

TO BE SUBMITTED WITH THE BID WHEN THERE
HAS BEEN NO PREQUALIFICATION PROCESS

PROJECT TITLE/BID #: 7 Classroom, 1 Restroom, & Staff parking lot/ 2024-2391
OWNER: Lakeside Union School District

The prospective Bidder shall furnish all the following information accurately and completely. Failure to fully and completely comply with this requirement may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

—WARNING—

Certain information may lead to a determination of non-responsibility and rejection of the bid.

(1) Firm name and address: Ken W Smith Construction Inc.
10721 Rio Mesa Drive
Bakersfield CA 93308

(2) Telephone: 661-393-0708

(3) Type of firm: (check one) Individual ☐ Partnership ☐ Corp. ☒

(4) License No.: 1047896
Class: B, C8
DIR Registration No. 1000062893
Name of license holder: Ken W Smith

(5) Have you or any of your principals ever been licensed under a different name or different license number? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, give name and license number: NO .

(6) Names and titles of all principals of the firm:
Ken W Smith - President Tana L. Smith - CEO

(7) Number of years as contractor. Include only years in this type of construction and only the years with the current entity in its current form: **44** Years

(8) Person who inspected work site for your firm:

Name: **Bo Smith**

Title: **Project Manager**

Date of Inspection: **11/26/2025**

(9) Years of experience your firm has in public school construction work:

As general contractor: **44** Years

As subcontractor: **44** Years

(10) In the last five years has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If the answer is yes, give date, name, and address of surety and details:

NO

(11) In the last five years have you or any of your principals been assessed liquidated damages for any project? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If yes, explain:

NO

(12) In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages as necessary.

NO

(13) In the last five years have you or any of your principals ever failed to complete a project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary.

NO

(14) In the last five years have you or any of your principals been assessed back-charges on any public works construction project? If so, explain, including the

NO

identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary.

(15) In the last five years have you or any of your principals ever failed to complete a project within the time frame originally set for completion, plus any extension of time granted for weather delays? An extension of time for any reason other than weather delays requires an explanation. Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary.

NO

(16) List names, addresses, and telephone numbers of three architects or engineers with whom you have worked on a public works project in the last five years:

Project One: TCSD Jefferson 3 PK Mods Sitework
SC Architects, Inc. - Brent Wertz
1601 New Stine Road #208 Bakersfield CA 93301
(661) 397-4377

Project Two: GUSD Relo CR Kendrick, Horizon & FRC
Teter Architects & Engineers
1200 Discovery Dr. #160 Bakersfield CA 93309
(661) 843-8400

Project Three: TC Allied Health Modular Modifications
AP Architects
3434 Truxtun Ave., #240 Bakersfield CA 93301
(661) 327-1690

(17) Conflicts of Interest: Do you now or have you in the last five years had any direct or indirect business, financial, or other connection with any official, employee, or consultant of the OWNER or architect? If yes, describe. Attach additional pages as necessary.

NO

(18) In the last five years have you or any of your principals filed a claim for additional compensation from a public entity on a construction project? If yes, explain and include the identity of the public entity, the basis for the claim, the response by the public entity, and the final result. Attach additional pages as necessary.

NO

(19) In the last five years have you or any of your principals ever failed to pre-qualify, or been deemed unqualified, on any public works construction project? If yes, explain and include the identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary.

NO

(20) In the last five years have you or any of your principals ever been declared a "non-responsible" bidder on any public works construction project? If yes, explain and include the identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary.

NO

(21) Staff/Roster Functions: List all members of your staff who will be assigned or responsible for work as a team member on this Project (except clerical) and show job titles, functions, years with firm, and projects completed for company. Include company officers, responsible managing employee (RME), project manager, and superintendent. Provide the following information for each individual (copy this page as many times as required).

Name and Title: **Bo Smith**

Function: **Project Manager**

Years with firm: **10 years**

Has the individual had prior exposure as a team member on one of your projects?

Yes ☒ No ☐

List of all school projects this person has completed for you:

OBDES-BES Portable Set Eissler PRC Access Improvement Casa Loma Curb & Fence Posts
Sierra MS Curb & Fence Posts Panama ES Modernization KHSD District Transport Drop Off Remodel
TC Allied Health Modular Modifications TCSD Jefferson 3 PK Mods Sitework
Relocatable Classroom Blds @ Kendrick ES, Horizon ES & FRC

Provide an organizational chart reflecting your proposed project team for the Project, including all persons on your project team.

Project Manager - Stu DeWitt

Superintendent - Bo Smith

Field Super - Salvador Becerra Contreras

Labor Compliance - Krista O'Neal

Safety - Michele Breau

(22) Surety: Indicate the names of all surety companies utilized by you in the last 10 years. Attach additional pages as necessary.

Old Republic Surety Co.
14728 Pipeline Ave., Ste. E
Chino Hills, CA 91709

2017-Current

Surety Name & Address

Period Covered

North American Specialty Ins. Co.
6 Hutton Centre Drive St. 850
Santa Ana, CA 92707

2016-2017

Surety Name & Address

Period Covered

Western Surety Co.
333 S. Wabash Ave., 41st Floor
Chicago IL 606014

2014-2016

Surety Name & Address

Period Covered

Surety Name & Address

Period Covered

(23) Attach a notarized statement from surety company(ies) proposed to be utilized on this Project, indicating your total bonding capacity and certifying that:

A. Currently available bonding capacity exceeds the value of your contract, as estimated by the OWNER, and;

B. Surety(ies) will provide bonding of the project in the event you are awarded Project.

(24) Insurance: Provide a notarized statement from your workers' compensation carrier specifying your current "Experience Modification Rate" for workers' compensation for the State of California. Provide a list of above-referenced ratings and corresponding companies for the last five years.

(25) Safety:

A. Does your firm have a written Safety Program:

Yes ☒ No ☐ (If yes, attach copy.)

B. Does your firm have personnel permanently assigned to safety?

Yes ☒ No ☐ (If yes, provide names and duties.)

Michele Breaux - Safety Coordinator

(26) Give the public entity's name, telephone number, and the name of the contact person for the three largest public works projects performed for a public entity, other than a school/college/university, that you have completed in the last five years: Attach additional sheets as necessary.

Michael Woodruff - County of Kern - 661-868-3066

Robert Stein - Kern County Probation Dept - 661-868-4100

Josh McKee - Kern Behavioral Health - 661-868-6600

(27) List of References: Provide information on the three largest projects performed for a public school, college, or university in the last five years.

Contract 1: Relocatable Classroom Bldgs @ Kendrick ES, Horizon ES & FRC

Name: Greenfield Union School District

Address: 1624 Fairview Road, Bakersfield CA 93307

Telephone: (661) 837-6000

Contact Person: Sandra Rodriguez 661-396-4809

Type of construction project: Modernization

Dates of commencement and completion of construction project:

09/28/2023-10/14/2024

Contract amount: \$1,319,174.00

Architect: Teter Architects & Engineers

Architect's address: 1200 Discovery Dr. #160 Bakersfield CA 93309

Telephone: 661-843-8400

DSA or public agency inspector: Danny Paul Willis w/AmTech

Address: 3858 Allen Road Bakerfield CA 93314

Telephone: (661) 903-0964

Contract 2: TCSD Jefferson 3 PK Mods Sitework

Name: Taft City School District

Address: 820 6th Street Taft CA 93268

Telephone: (661) 762-1521

Contact Person: Matt Jones
661-763-1521

Type of construction project: Shade Structure Installation

Dates of commencement and completion of construction project:
04/11/2024 - 03/19/2025

Contract amount: \$1,624,469.87

Architect: SC Architect Inc.

Architect's address: 1601 New Stine Road #208 Bakersfield CA 93301

Telephone: (661) 397-4377

DSA or public agency inspector: AmTech

Address: 3858 Allen Road Bakerfield CA 93314

Telephone: (858) 541-1977

Contract 3: ODES-BES Portable Set

Name: Norris School District

Address: 6940 Calloway Drive Bakersfield CA 93312

Telephone: (661) 387-7000

Contact Person: Karen Brewer

Type of construction project: Modular Portable Set

Dates of commencement and completion of construction project:
06/22-08/15/2023

Contract amount: \$479,759.00

Architect: Ordiz Melby Architects, Inc.

Architect's address: 5500 Ming Ave., Ste. 280 Bakersfield CA 93309

Telephone: (661) 832-5258

DSA or public agency inspector:
Leach & Leach Architects

Address: 6608 Palm Tree Circle Bakersfield CA

Telephone: (661) 599-5393

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

Executed this 11th day of December, 2025, at Bakersfield, Kern (City, County), State of California



Signature

Ken W Smith
Print Name Above

President
Print Title Above

**PREQUALIFICATION QUESTIONNAIRE
FOR
GENERAL CONTRACTOR
AND
MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION
AND UNDERGROUND PIPELINE SUBCONTRACTOR LICENSEES
(Any Contractor submitting a bid under any of the following License
Classifications A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36,
C-38, C-42, C-43 and C-46)
FOR PROJECTS ELIGIBLE FOR STATE FUNDING
PURSUANT TO PUBLIC CONTRACT CODE SECTION 20111.6**

PREQUALIFICATION QUESTIONNAIRE

INTRODUCTION

REQUEST FOR PREQUALIFICATION OF BIDDERS

Each contractor wishing to bid as a general contractor or a mechanical, electrical plumbing, fire protection and underground pipeline subcontractor licensees (Any contractor submitting a bid under any of the following License Classification A, B, C-4, C-7, C-10, C16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46) for certain projects at Greenfield Union School District must fully complete this questionnaire and provide all materials requested herein. A contractor's prequalification status will remain current for 12 months from the notice of qualification. A contractor may choose to bid any or all of the projects for which it is prequalified.

Answers to questions contained in the attached Contractor's Prequalification Questionnaire are required, including a complete statement of prospective bidder's financial ability and experience in performing public works. These documents will be the basis of rating bidders in respect to the size and scope of contracts upon which each bidder is qualified to bid.

In addition to disqualification for failure to meet the District's criteria, a Contractor may be automatically disqualified for any one of the following: (1) omission of requested information; (2) falsification of information; (3) excessive stop notices and/or prevailing wage violations; (4) debarment from the Division of Labor Standards Enforcement.

The questionnaire responses and financial statements are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. The District reserves the right to reject any and all Prequalification Questionnaires and to waive any irregularities in the information contained therein.

Each questionnaire must be signed under penalty of perjury by an individual who has the legal authority to bind the contractor on whose behalf that person is signing. If any information provided by a contractor becomes inaccurate, the contractor must immediately notify the awarding body and provide updated accurate information in writing and under penalty of perjury.

The District reserves the right to:

- Request that Contractor(s) update prequalification forms;
- Certify a Contractor only up to a specific contract size or dollar amount based on the size of Contractor's previous projects;
- Revoke, rescind, and/or reuse the prequalification status of a Contractor;
- Use some or all of the information provided in this form for evaluation purposes;
- Check other sources.

SUBMISSION OF COMPLETED STATEMENTS

Mail completed Prequalification Questionnaires and supporting documents to:

Or e-mail to:

**PLEASE MARK ENVELOPE
"CONFIDENTIAL"**

PREQUALIFICATION QUESTIONNAIRE

CONTACT INFORMATION:

Firm Name: **Ken W Smith Construction Inc.**
(As it appears on License)

Check one: ☒ Corporation
☐ Partnership
☐ Sole Prop.
☐ LLC

Contact Person: **Ken W Smith**

Position: **President**
(e.g., owner, partner, sole proprietor, shareholder, managing member)

Address: **10721 Rio Mesa Drive Bakersfield CA 93308**

Phone: **661-393-0708**

Fax: **702-974-1774**

Owner(s) of Company: **Ken W Smith & Tana L. Smith**

Contractor's License Number(s): **1047896**

DIR Registration No. **1000062893**

Requesting Prequalification as:

- ☒ General Contractor
☐ MEP Subcontractor
☐ Both

SECTION 1. THRESHOLD QUESTIONS

Applicant will be immediately disqualified if the answer to any of the questions below is "Yes." Refusal to answer or omission of a response to any question on this form will result in disqualification of Applicant.

1. Is your firm's license currently SUSPENDED or INACTIVE as recorded by the California Contractor's State License Board (CSLB)?
☐ Yes ☒ No
2. Is your firm's bonding capacity LESS THAN the value of the contract that your firm intends to bid on?
☐ Yes ☒ No

PREQUALIFICATION QUESTIONNAIRE

3. Has your firm completed FEWER THAN five (5) public works construction projects within the last five (5) years?
- ☐ Yes ☒ No
4. Has your firm completed FEWER THAN two (2) school (K-12, community college or higher education) construction projects within the last five (5) years, with single contract values greater than:
- General Contractor - \$500,000
- ☐ Yes ☒ No
- MEP Subcontractor - \$125,000
- ☐ Yes ☒ No
5. Is your firm currently INELIGIBLE to bid on public works projects in accordance with Section 1777.1 of the California Labor Code?
- ☐ Yes ☒ No
6. Has your firm's Worker's Compensation Experience Modification Rate, as averaged over the past three (3) years, EXCEEDED 1.00?
- ☐ Yes ☒ No
7. In the last five (5) years, has your firm had MORE THAN five (5) serious violations* as defined by Cal-OSHA?
- ☐ Yes ☒ No
8. In the last five (5) years, has your firm had MORE THAN two (2) repeat violations* as defined by Cal-OSHA?
- ☐ Yes ☒ No
9. In the last five (5) years, has your firm had ANY willful violations of any occupational safety or health standard, order, or Section 25910 of the California Health and Safety Code?
- ☐ Yes ☒ No

PREQUALIFICATION QUESTIONNAIRE

10. An Injury and Illness Prevention Program (IIPP) in accordance with California Labor Code Sections 3201 or 6401.7 is required for firms seeking to prequalify. Has your firm FAILED to implement an IIPP?

☐ Yes ☒ No

*Violation definitions/classifications can be found at the following website:

<http://www.dir.ca.gov/DOSH/>

11. In the last five (5) years, has your firm, or any key Person in your firm (RMO, RME, Principal, Owner, or Project Manager), had any license revoked by the California Contractor's State License Board (CSLB)?

☐ Yes ☒ No

12. Worker's Compensation Insurance (as required by the California Labor Code) or adequate Self Insurance (in accordance with California Labor Code 3700 et seq.) is required for firms seeking to prequalify. Does your firm currently FAIL to meet these requirements?

☐ Yes ☒ No

13. In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a contract on a government (local, state or federal) construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

14. In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the project owner) or has your surety completed a contract for your firm?

☐ Yes ☒ No

15. Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

16. In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts?

☐ Yes ☒ No

PREQUALIFICATION QUESTIONNAIRE

17. In the last five (5) years, has your firm been involved in more than one (1) construction-related litigation with any school district in which you were not the prevailing party; filed more than one (1) claim against any school district that did not result in a recovery; or had more than one (1) substantiated (in whole or in part) claim filed against it by any school district resulting in an award in excess of \$ 50,000?
- ☐ Yes ☒ No
18. In the last five (5) years, has your firm been assessed damages (liquidated or actual) by any owner on any public works project?
- ☐ Yes ☒ No
19. According to your firm's most recent financial review or audit (must be dated within the past 12 months), is your firm's Asset to Liability Ratio LESS THAN 1:1?
- ☐ Yes ☒ No
20. In the last five (5) years, has your firm declared or filed for bankruptcy?
- ☐ Yes ☒ No

If the answer to ALL of the above questions is NO, please proceed with completion of this Questionnaire.

PREQUALIFICATION QUESTIONNAIRE

SECTION 2. RATING QUESTIONS

Highest Possible Rate = 100 Points. A score less than 75 points will disqualify you from this prequalification process. "You" or "Your" refer to the Applicant listed in Section 1.

Question	Response	Points (For office use Only)
1. How many years has your organization been in business in California as a contractor under your present business name and license number? (5 yrs. or less = 0 pts., 6-15 yrs. = 3 pts., >15 = 6 pts.)	44 Years	_____ Pts.
2. How many years' experience does your RMO/RME have as a licensed contractor? (5 yrs. or less = 0 pts., 6-10 yrs. = 3 pts., >10 = 6 pts.)	44 Years	_____ Pts.
3. Has your firm or the RMO/RME ever had their contractor's licenses suspended, or put on probation? (Check One) (Probation = 3 pts., Suspended = 2 pts., never suspended or on probation = 6 pts.)	☒ Never Suspended or on Probation ☐ Suspended ☐ Probation	_____ Pts.
4. How many years has your firm performed construction work for public agencies under the California Division of State Architect (DSA) rules and regulations? (5 yrs. or less = 1 pt., 6-15 yrs. = 3 pts., >15 = 6 pts.)	44 Years	_____ Pts.
5. How many times in the last ten (10) years has your company been declared a "Non-responsible" bidder on public works contracts? (≥ 2 = 0 pts., 1 = 2 pts., 0 = 5 pts.)	0 Notices	_____ Pts.

PREQUALIFICATION QUESTIONNAIRE

Question	Response	Points (For office use Only)
6. Within the last five (5) years has your company requested to be released from a bid on public works contract? (≥ 2 = 0 pts., 1 = 2 pts., 0 = 5 pts.)	0 Requests	____ Pts.
7. Within the last five (5) years, how many times has your company filed two (2) or more Requests for Substitution of Listed Subcontractors that were denied? (≥ 2 = 0 pts., 1 = 2 pts., 0 = 5 pts.)	0 Requests	____ Pts.
8. Within the last five (5) years, what percentage of your public contracts have resulted in lawsuits brought by suppliers, subcontractors, prime contractors, or owners against your firm? Example: If your firm has engaged in 100 public contracts in the past five (5) years, and has had seven (7) lawsuits brought by any of the above-mentioned parties, the proper response would be 7/100 or .07. (>0.10 = 0 pts., .01-.09 = 3 pts., Less than .01 = 10 pts.)	0 Ratio	____ Pts.
9. Within the last ten (10) years, how many times has your company been awarded a public works contract in which you "failed to execute" a contract? Note: "Failure to Execute" is any of the following: (1) Refusal to pick up, sign, and/or return contract documents; (2) Inability to obtain insurance and/or bond requirements. (≥ 2 = 0 pts., 1 = 3 pts., 0 = 7 pts.)	0 Times	____ Pts.
10. Within the last five (5) years, how many legal proceedings (including arbitration, mediation, or other dispute resolution proceedings) have you initiated against an owner, regardless of outcome? (>3 = 0 pts., 1-3 = 3 pts., 0 = 6 pts.)	0 Proceedings	____ Pts.
11. Within the last five (5) years, how many legal proceedings (including arbitration, mediation, or other dispute resolution proceedings) has an owner initiated against you, regardless of outcome? (>3 = 0 pts., 1-3 = 3 pts., 0 = 6 pts.)	0 Proceedings	____ Pts.
12. Has an owner ever made a demand on your performance bond? (Yes = 0 pts., No = 10 pts.)	☐ Yes ☒ No	____ Pts.

PREQUALIFICATION QUESTIONNAIRE

Question	Response	Points (For office use Only)
13. Has your firm ever had insurance terminated by a carrier in the past five (5) years due to an excessive claims history and/or nonpayment of premium? (Yes = 0 pts., No = 10 pts.)	☐ Yes ☒ No	_____ Pts.
14. Within the past five (5) years, have any of your employees or another entity (including an Owner) filed a complaint against your firm with the California State License Board? If yes, how many complaints were filed? (>3 = 0 pts., 3 = 2 pts., 2 = 3 pts., 1 = 4 pts., No = 6 pts.)	☐ Yes ☒ No Complaints	_____ Pts.
15. Within the past five (5) years, have there been any findings against your firm based on complaints by any of your employees or subcontractor employees filed with the DIR, Division of Labor Standards Enforcement? If yes, how many findings? (>3 = 0 pts., 3 = 2 pts., 2 = 3 pts., 1 = 4 pts., No = 6 pts.)	☐ Yes ☒ No Findings	_____ Pts.

PREQUALIFICATION QUESTIONNAIRE

SECTION 3. PERFORMANCE

- List the two (2) largest school public works contracts completed in the State of California in the past five (5) years and provide the requested information for each project listed:

	Owner	Contact & Phone No.	Project Name	Contract \$	Year Completed
Project A	GUSD	Sandra Rodriguez 661-396-4809	Relocatable Classroom Bldgs @ Kendrick ES, Horizon ES & FRC	1,386,924.00	2024
Project B	TCSD	Tommy Aguilera 661-763-1521	Jefferson 3 PK Mods Sitework	1,624,469.87	2024
				Project A	Project B
Original contract value:				1,319,174.00	1,567,416.00
Change orders – total value:				67,750.00	57,053.87
Owner-initiated change orders - % of total:				75%	75%
Change orders due to differing site conditions - % of total:				25%	25%
Other change orders - % of total:				0	0
Final contract value:				1,386,924.00	1,624,469.87
Original contract duration – calendar days:				126	277
Final contract duration – calendar days:				148	323
Original contract completion date:				09/23/2024	01/06/2025
Actual contract completion date:				10/14/2024	02/21/2025
Time extensions voluntarily resolved with owner – calendar days:				22 days	46 days
Time extensions involuntarily resolved by mediation, arbitration or litigation – calendar days:				0 days	0 days

- List the next three (3) largest school public works contracts completed in the State of California in the past five (5) years:

Owner	Contact & Phone #	Project Name	Contract \$	Year Completed
NSC	Karen Brewer 661-387-7007	ODES-BES Portable Set	\$479,759.00	2023
PBVUSD	Paul Johnson 661-831-8331	Panama ES Modernization	\$284,176.38	2023
KHSD	Sandy Castorena 661-827-3321	KHSD District Transport Drop Off Remodel	\$277,390.00	2023

PREQUALIFICATION QUESTIONNAIRE

3. List all projects completed for school districts, including community college districts, in the last five (5) years not listed in #2 or #3 above: (Attach separate sheet(s) as needed.)

Owner	Contact & Phone # Inspector & Phone #	Job Description	Contract \$	Year Completed
		Please see attached		

4. List two (2) current Trade Suppliers and three (3) current Trade Subcontractors that you principally work with:

Company	Material or Service Provided	Contact	Phone #
Holliday Rock Co., Inc.	Rock	David Tate	661-533-1012
Metro Ready Mix	Rock	Jamie Garcia	661-399-9144
Mr. Backhoe Inc.	Earthwork	Danny Black	661-619-1154
Brown's Construction Svcs Inc.	Earthwork	Erika Castro	661-859-9035
Chucks Concrete Pumping	Concrete Pumping	Julia Avalos	661-324-7867

PREQUALIFICATION QUESTIONNAIRE

Reference Interview Questions

At the discretion of the district, the following questions will be used to interview randomly selected contacts from previously completed projects. *No action on your part is necessary.* These questions are for your information only. Highest Possible Rating for these questions is 140 Points per Project. A score less than 100 points from any reference disqualifies you from bidding projects proposed by the district.

Questions

1. Are there any outstanding stop notices or liens currently unresolved on contracts that have had notices of completion recorded? (Max. 10 pts.)
2. Did the contractor provide adequate personnel? (Max. 10 pts.)
3. Did the contractor provide adequate supervision? (Max. 10 pts.)
4. Was there adequate equipment provided on the job? (Max. 10 pts.)
5. Was the contractor timely in providing reports and other paperwork, including change order paperwork? (Max. 10 pts.)
6. Was the contractor timely in completing the project? (Max. 10 pts.)
7. Were there excessive change orders on the job that can be faulted to the contractor or subcontractors? (Max. 10 pts.)
8. When a change order was issued, did the contractor perform the work well, and did it integrate into the existing work easily? (Max. 10 pts.)
9. How has the contractor been performing in the area of taking care of warranty items? (Max. 10 pts.)
10. Did you have difficulty with claims? (Max. 10 pts.)
11. How would you rate the contractor's overall performance? (Max. 10 pts.)
12. Would you want to work with them again? (Max. 10 pts.)
13. Describe any significant safety issues on the Project. (Max. 10 pts.)
14. Subcontractor/supplier question: Does this contractor pay their bills on time? (Max. 10 pts.)

PREQUALIFICATION QUESTIONNAIRE

SECTION 4. SURETY AND INSURANCE INFORMATION

1. Is your current bonding company "California admitted?"

☒ Yes ☐ No

2. Has your company ever been unable to obtain a bond or been denied a bond for a contract?

☐ Yes ☒ No

3. What is your bonding capacity?

Single Job: \$ **7,500,000** Total work in progress: \$ **15,000,000**

Please provide a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) your current total bonding capacity (b) your current available single job bonding capacity?

Name of present surety(ies) (List Company(ies) that issued the payment/performance bond, not agent or broker)		
	Company	Address
1.	Old Republic Surety Co.	14728 Pipeline Ave., Ste. E Chino Hills, CA 91709
2.		

4. Do you currently have a liability insurance policy with a policy limit of AT LEAST \$1,000,000 per occurrence and \$2,000,000 aggregate?

☒ Yes ☐ No

If no, what policy limits do you maintain? \$ Occurrence \$ Aggregate

Please provide Certificates of Insurance for General Liability and Workers Compensation as verification

AMOUNT OF INSURANCE		Insurance Company Information	
General Liability	\$2,000,000	Name	Associated Industries Ins. Co. Inc.
Builder's Risk	\$181,000,000	Address	29970 Technology Drive, Ste. 214 Murrieta CA 92563
Additional Insured	\$1,000,000	Phone Number	951-296-9995
Workers' Compensation	\$1,000,000	Contact	Neil Broker
Years with Insurance Co.	5yrs	Expiration Date	01/21/2026

Note: Please list all insurance companies for the past five (5) years on a separate page including phone numbers and contact name.

PREQUALIFICATION QUESTIONNAIRE

SECTION 5. FINANCIAL INFORMATION

Reviewed or audited statements are required. A compilation is not acceptable.

Financial Capacity: **\$6,188,085.14**

Please fill in the following blanks based on your attached financial statement:

Current Assets:	\$5,303,847.94
Current Liabilities:	\$ 3,027,175.36
Total Net Worth:	\$ 6,188,085.14
Current Ratio (Assets/Liabilities):	*
Working Capital (Current Assets - Current Liabilities):	\$

Please see attached

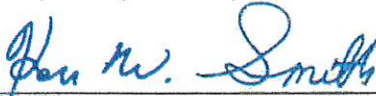
*Contractor MUST have a working capital (current assets to current liabilities) ratio of at least 1:1 in order to qualify.

PREQUALIFICATION QUESTIONNAIRE

ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize this prequalifying agency to contact our company's licensed accounting firm to verify our most recent audited or reviewed financial statement. I understand the financial statement is confidential information and is not open to public inspection.

Name **Ken W Smith**


Contractor's Signature

Title **President**

Ken W Smith Construction Inc.
Company Name

Date: **12/11/2025**

PREQUALIFICATION QUESTIONNAIRE

SECTION 6. LABOR COMPLIANCE AND WORKERS' COMPENSATION INFORMATION

Labor Compliance

1. Do any projects you have completed for any school district more than six (6) months ago have any outstanding Labor Compliance issues?
☐ Yes ☒ No
2. Has there been any occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's violation of prevailing wage laws?
☐ Yes ☒ No
3. At any time during the last five (5) years has your firm been found to have violated any provision of California Apprenticeship laws or regulations pertaining to apprentices on public works?
☐ Yes ☒ No

If yes to 1, 2 or 3, list all projects on which have outstanding Labor Compliance issues, on which you paid back wages or penalties, or on which you were found to have violated apprenticeship laws.

Question #	Project Name	Completion Date	Dollar Amount Withheld

If any projects are listed, please attach a detailed explanation of the steps taken to date to clear the issues. Include results of prevailing wage audit(s).

PREQUALIFICATION QUESTIONNAIRE

Workers' Compensation

1. Please obtain from your insurance agent/broker/carrier your intrastate EMRs for the last three rating periods. If you do not have an intrastate rating, obtain your interstate EMRs. Then, complete the following data and check the appropriate box for interstate or intrastate EMR.			
	Policy Year	Modification Rate	Experience Rating Type ☒ Intrastate ☐ Interstate
Current EMR	2025	0.85	
1 Year Ago	2024	0.86	
2 Years Ago	2023	0.85	
3 Years Ago	2022	0.85	
By initialing here, I certify that this firm does not have an EMR.* _____ <i>*You must submit a copy of your firm's Loss Runs for the last three years if your firm does not have an EMR.</i> Is your firm self-insured for Workers' Compensation Claims? ☐ Yes* ☒ No <i>* If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California of Self-Insurance.</i>			
2. Anniversary Rating Date:		Rating Bureau File #:	
3. Name of your firm's Workers' Compensation carrier:			

PREQUALIFICATION QUESTIONNAIRE

SECTION 7. APPEAL OF PREQUALIFICATION RATING

1. Project Specific Prequalification

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to district of its appeal of the decision with respect to its pre-qualification rating, no later than seven (7) business days prior to the closing time for the receipt of bids for this public works project. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of district, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five (5) business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by a panel or individual to whom the district has delegated responsibility to hear such appeals. At or prior to the hearing, the Contractor will be advised of the basis for district's pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the district will render its decision. It is the intention of district that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

2. Annual Prequalification

A contractor who has submitted a completed application form, and who receives a rating of "not qualified" from district may appeal that determination. There is no appeal from a finding that a contractor is not pre-qualified because of a failure to submit required information, but re-application during is permitted. A contractor may appeal district's decision with respect to its request for pre-qualification, and request a hearing, by giving notice to district no later than ten (10) business days after receipt of notice of its qualification status. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of district, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after district's receipt of its Notice of Appeal. The hearing so provided shall be an informal process conducted by an individual or panel to whom the district has delegated responsibility to hear such appeals. At or prior to the hearing, the Contractor will be advised of the basis for district's pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the pre-qualification determination. At the conclusion of the hearing or no later than one (1) day after completion of the hearing, the district will render its decision. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by district, or on all contracts to be let by district until the contractor meets district's requirements. In addition, a contractor may be found not pre-qualified for either:

PREQUALIFICATION QUESTIONNAIRE

- (1) Omission of requested information or
- (2) Falsification of information

District reserves the right to waive minor irregularities and omissions in the information contained in the prequalification application submitted, to make all final determinations.

SECTION 8. PREQUALIFICATION CERTIFICATION FORM

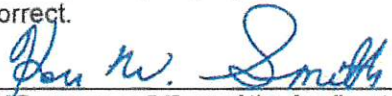
A copy of this certification must be completed and signed by the preparer and by at least one general partner, owner, principal or officer authorized to legally commit the Applicant, and submitted with the Application.

The Applicant recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the district to receive and consider Applicant's bid. The Applicant has read and understands the requirements of this Prequalification Application and process, and has read and understands the instructions for completing this form. The Applicant acknowledges that he/she is duly authorized to provide the information contained in this Application and that answering the questions in this Application is entirely within his/her control.

DECLARATION

I, Ken W Smith President
(printed name), am the (title) of Applicant. I certify that I have read and understood the questions contained in the attached Application, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Application is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Application will result in denial of Prequalification. I authorize the district to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the district.

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


Signature of Preparer or Officer of the Applicant

12/10/2025

Signature of Preparer or Officer of the Applicant

Date: _____

NOTICE TO APPLICANTS

A material false statement, omission or fraudulent inducement made in connection with this Prequalification Application is sufficient cause for denial of the Application or revocation of a prior approval, thereby precluding the Applicant from doing business with, or performing work for, the district, either as a vendor, prime contractor, subcontractor, or supplier for a period of three (3) years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence.)

PREQUALIFICATION QUESTIONNAIRE

SECTION 9. PREQUALIFICATION VALIDATION FORM (Retain and Submit with Bid)

This Validation Form must be submitted for each bid or proposal. The Validation Form must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Applicant. For Applicants who provide additional and/or updated information as indicated below, submission of this Validation Form in advance of the bid or proposal date is encouraged. An evaluation of the new information could result in the change in Prequalification status of the Applicant and if the Prequalification status is denied, bidder may be considered non-responsive.

Bid Name and Number:

DECLARATION

Ken W Smith **President** **Ken W Smith Construction Inc.**
I, *(printed full name)*, hereby declare that I am the *(position or title)* of *(Applicant)*,
and that I am duly authorized to execute this Validation Statement on behalf of this entity.

I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of Prequalification. I hereby state: *(Check One)*

☒ The Prequalification Application dated 12/11/2025 on file with district is correct and current as submitted.

OR

☐ The Prequalification Application dated _____ on file with district is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application.

(Applicant may attach additional sheets to describe changes.) Attach recent financial statements if previous are more than one year old.

Ken W. Smith
Signature of Person Certifying for Applicant

12/11/2025

Name of Applicant: **Ken W Smith**

Tax ID No. or SSN: **82-5168748**

DIR Registration No. **1000062893**



September 24, 2025

Ken W. Smith Construction Inc.
10721 Rio Mesa Dr.
Bakersfield, CA 93308

To Whom It May Concern,

Our client, Ken W Smith Construction Inc., is experience rated by the WCIRB under Bureau ID #5649861 with the ratings and effective dates below.

03/08/24-03/08/25: 0.85

03/08/23-03/08/24: 0.86

03/08/22-03/08/23: 0.85

03/08/21-03/08/22: 0.85

Please let me know if any additional information is needed.

Regards.

DocuSigned by:
Dan Semencar
9C942946359C448...

Dan Semencar

CA License 0E12744

Workers' Compensation Experience Rating Form

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DR
BAKERSFIELD CA 93308

Bureau Number 5-64-98-61-R Page 1 of 2
Effective Date **03/08/2026**
Issue Date 11/11/2025
Experience Modification **77%**
Insurer SERVICE AMERICAN INDEMNITY CO
Insurer Group SERVICE INS HOLDINGS GRP
Policy Number SAMTWC1084100
Issuing Office AUSTIN
Experience Period 06/08/2021 to 06/08/2024

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate (per \$100 payroll)	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 930 Policy Period : 03/08/2024 to 03/08/2025						
5205	332,892	1.53	5,093	0.225	1,146	3,947
5348	147,902	1.79	2,647	0.269	712	1,935
5403	5,086	3.69	188	0.225	42	146
5432	879,754	1.79	15,748	0.225	3,543	12,205
5447	8,106	1.04	84	0.247	21	63
5482	97,045	1.52	1,475	0.225	332	1,143
8227	52,561	1.53	804	0.247	199	605
8810	164,152	0.10	164	0.315	52	112
Totals	1,687,498		26,203		6,047	20,156

Summary of Claims and Actual Losses

Primary Threshold: 13,500

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals				
	0		0	0

Insurer: 930 Policy Period : 03/08/2023 to 03/08/2024

5187	1,006	1.06	11	0.247	3	8
5201	7,755	2.88	223	0.284	63	160
5205	386,316	1.53	5,911	0.225	1,330	4,581
5348	301	1.79	5	0.269	1	4
5403	17,889	3.69	660	0.225	149	511
5432	380,765	1.79	6,816	0.225	1,534	5,282
5447	58,898	1.04	613	0.247	151	462
5474	315	3.08	10	0.247	2	8
5482	8,039	1.52	122	0.225	27	95
8227	86,676	1.53	1,326	0.247	328	998
8810	77,508	0.10	78	0.315	25	53
Totals	1,025,468		15,775		3,613	12,162

Totals				
	0		0	0

Insurer: 657 Policy Period : 03/08/2022 to 03/08/2023

5183	2,424	2.19	53	0.284	15	38
5187	20,314	1.06	215	0.247	53	162
5201	1,432	2.88	41	0.284	12	29
5205	325,639	1.53	4,982	0.225	1,121	3,861
5348	10,128	1.79	181	0.269	49	132
5403	7,620	3.69	281	0.225	63	218
5432	252,638	1.79	4,522	0.225	1,017	3,505
5446	390	2.41	9	0.284	3	6
5447	24,823	1.04	258	0.247	64	194
5474	17	3.08	1	0.247	0	1
5482	22,731	1.52	346	0.225	78	268
8810	40,561	0.10	41	0.315	13	28
Totals	708,717		10,930		2,488	8,442

Totals				
	0		0	0

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

CN#RS025070

Workers' Compensation Insurance Rating Bureau of California

11/10/2025

Workers' Compensation Experience Rating Form

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DR
BAKERSFIELD CA 93308

Bureau Number 5-64-98-61-R
Effective Date **03/08/2026**
Issue Date 11/11/2025
Experience Modification **77%**
Insurer SERVICE AMERICAN INDEMNITY CO
Insurer Group SERVICE INS HOLDINGS GRP
Policy Number SAMTWC1084100
Issuing Office AUSTIN
Experience Period 06/08/2021 to 06/08/2024

Page 2 of 2

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	^C 52,908	12,148	^B 40,760	0	0	^A 0

$$\left[\begin{matrix} \text{Actual Primary} \\ \text{Losses} \end{matrix} \begin{matrix} \text{Expected Excess} \\ \text{Losses} \end{matrix} \right] / \begin{matrix} \text{Expected} \\ \text{Losses} \end{matrix} = \begin{matrix} 77\% \end{matrix} \text{ Experience Modification}$$

Loss-Free Rating: 77%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

CN#RS025070

Workers' Compensation Insurance Rating Bureau of California®

11/10/2025

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3-year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less \$250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is \$250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for \$250 or less. When there is only a single claim in the experience period in excess of \$250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the [Online Guide to Workers' Compensation](#), [Frequently Asked Questions](#), and [Education on Demand](#) online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
One Montgomery Street, Suite 400
San Francisco, CA 94104
888.229.2472
wcirb.com



KEN W. SMITH CONSTRUCTION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2024



KEN W. SMITH CONSTRUCTION, INC.

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SCHEDULE OF CONSTRUCTION CONTRACTS IN PROGRESS	PAGE 13



HOCKING DENTON PALMQUIST

CERTIFIED PUBLIC ACCOUNTANTS

A Partnership of Professional Corporations

To the Management
Ken W. Smith Construction, Inc.
Bakersfield, California

ACCOUNTANT'S REVIEW REPORT

We have reviewed the accompanying balance sheet of Ken W. Smith Construction, Inc. as of December 31, 2024, and the related statement of income, retained earnings, and cash flows for the year then ended. A review includes primarily applying analytical procedures to owners' financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Owners are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Hocking Denton Palmquist

Hocking Denton Palmquist
Bakersfield, California
May 23, 2025



KEN W. SMITH CONSTRUCTION
BALANCE SHEET
DECEMBER 31, 2024

ASSETS

CURRENT ASSETS:

Cash in Bank	\$ 503,441
Raymond James Investments	\$ 622,961
Contracts receivable, net	1,592,159
Other receivables	11,749
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>290,182</u>
TOTAL CURRENT ASSETS	3,020,492

FIXED ASSETS

Machinery and Equipment	135,977
Trucks & Trailers	346,142
Less: Accumulated Depreciation	<u>(287,865)</u>
TOTAL FIXED ASSETS	<u>194,254</u>

TOTAL ASSETS \$ 3,214,746

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 459,151
Credit Cards Payable	4,376
Payroll Tax Payable	1,758
Ford F150 - Current	-
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>210,822</u>
TOTAL CURRENT LIABILITIES	<u>676,107</u>

LONG-TERM LIABILITIES

Ford F150 - Long-Term	<u>-</u>
TOTAL LIABILITIES	676,107

CAPITAL STOCK	1,000
RETAINED EARNINGS (DEFICIT)	<u>2,537,639</u>

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY \$ 3,214,746

SEE ACCOUNTANTS' REVIEW REPORT



KEN W. SMITH CONSTRUCTION
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED
DECEMBER 31, 2024

CONTRACT REVENUE EARNED	\$ 10,079,167
COSTS OF REVENUE EARNED	<u>7,825,873</u>
GROSS PROFIT	2,253,294
GENERAL AND ADMINISTRATIVE EXPENSES	<u>628,864</u>
NET ORDINARY INCOME (LOSS)	1,624,430
OTHER INCOME/(EXPENSE)	
FRANCHISE TAX EXPENSE	(25,705)
CAPITAL GAIN/(LOSS)	2,850
DIVIDEND INCOME	349
INTEREST INCOME	<u>25,581</u>
TOTAL OTHER INCOME/(EXPENSE)	<u>3,075</u>
NET INCOME (LOSS)	1,627,505
BEGINNING RETAINED EARNINGS (DEFICIT)	1,211,868
WITHDRAWALS	<u>(301,734)</u>
ENDING RETAINED EARNINGS (DEFICIT)	<u>\$ 2,537,639</u>

SEE ACCOUNTANTS' REVIEW REPORT



KEN W. SMITH CONSTRUCTION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED
DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income (loss)	\$ 1,627,505
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:	
Depreciation expense	46,990
(Increase) decrease in assets:	
Contracts receivable, net	(1,087,714)
Other receivables	(11,749)
Costs and estimated earnings in excess of billing on uncompleted contracts	(39,308)
Increase (decrease) in liabilities:	
Accounts payable	406,331
Other liabilities	(13,586)
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>89,142</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	1,017,611
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of investments (stocks & bonds)	(622,961)
Purchase of fixed assets	<u>(93,444)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(716,405)
CASH FLOWS FROM FINANCING ACTIVITIES	
Repayment of Debt	-
Issuance of Debt	-
Shareholder Draws	<u>(301,734)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(301,734)</u>
NET INCREASE (DECREASE) IN CASH	(528)
CASH AT BEGINNING OF THE YEAR	<u>503,969</u>
CASH AT THE END OF YEAR	<u>\$ 503,441</u>

SEE ACCOUNTANTS' REVIEW REPORT



KEN W. SMITH CONSTRUCTION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Ken W. Smith Construction, Inc. (Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of management, which is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to the accounting principles generally accepted in the United States of America and have been consistently applied in the presentation of the financial statements.

Nature of Operations

Ken W. Smith Construction, Inc., is a general contractor that generates most of its revenue through projects for the public sector in Kern County. The financial statements have been prepared solely from the accounts of the company and do not include the personal accounts of the owner or those of any other operation in which he engaged.

Method of Accounting

The Company has elected to prepare financial statements on the accrual method of accounting. Revenues from contracts are recognized on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers expended costs to be the best available measure of progress on these contracts.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of amounts billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.



KEN W. SMITH CONSTRUCTION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

Contracts Receivable, Allowance For Doubtful Accounts and Job Retention

Contracts receivable are generated from billings on contracts. The Company carries its contracts receivable at cost and uses the direct write-off method of recognizing uncollectable contracts receivable. Under this method, accounts are charged to operations when they are deemed by management to be uncollectible. Management considers all contracts to be collectible and believes that no material difference exists between the use of the direct write-off method and the use of the allowance for debts.

Job retention is a contractual set percentage of gross contract billings for a job. The Company records retention upon completion of a contract based on historical practice.

Income Taxes

The Company is an S-Corp in 2024 and as such the income flows through to the owner to be taxed at the individual level. The Company only pays a minimum franchise tax to California of the greater of \$800 or 1.5% of the net income of the Company.

Depreciation

Depreciation is computed by using the straight-line methods for financial reporting purposes.

Advertising

Advertising costs are expensed as incurred. Advertising expenses for the year ended December 31, 2024 were \$1,494.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Due to the timeframe of compilation being due, December information was estimated for accounts receivable and accounts payable.

Subsequent Events

In accordance with FASB ASC 855, Subsequent Events, the Company has evaluated subsequent events through May 23, 2025, which is the date these financial statements were available to be issued. The Company has determined that no subsequent events have occurred that would require disclosure in the financial statements.

NOTE B. CONCENTRATIONS OF RISK

The Company maintains its cash balances in one financial institution located in Kern County. The cash balances at December 31, 2024, are fully insured up to the statutory limit by the Federal Deposit Insurance Corporation. At December 31, 2024, the Company's cash balances exceeded the \$250,000 limit by \$253,441.

Credit risk for contracts receivable is concentrated, substantially all of the balances are receivable from customers located within the same geographic region.



KEN W. SMITH CONSTRUCTION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE C. FIXED ASSETS

For financial reporting purposes, depreciation of property and equipment is calculated using the straight-line method, which amounted to \$46,990 for the year ended December 31, 2024. The estimated useful lives of the assets are as follows:

	<u>Years</u>
Machinery and tools	5 - 7
Truck and trailers	5 - 7

The cost of assets sold, retired, or otherwise disposed of, and the related allowance for depreciation are eliminated from the accounts, and any resulting gain or loss is included in operations.

Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

NOTE D. CONSTRUCTION CONTRACTS IN PROGRESS

Costs and estimated earnings on contracts in progress and related contract billings as of December 31, 2024 are as follows:

Direct costs to date	\$ 2,432,343
Gross profit	<u>\$ 533,578</u>
Earned contract revenue	\$ 2,965,921
Less: contract billings to date	<u>2,886,561</u>
	<u>\$ 79,360</u>

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 290,182
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(210,822)</u>
	<u>\$ 79,360</u>



KEN W. SMITH CONSTRUCTION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE E. BACKLOG

The following schedule shows a reconciliation of backlog representing the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at December 31, 2024, and from the contractual agreements on which work has not yet begun.

Contract revenues on uncompleted contracts	\$ 6,438,326
Estimated contract price earned to date	<u>(2,965,921)</u>
Backlog on uncompleted contracts	<u>\$ 3,472,405</u>



SUPPLEMENTARY INFORMATION



KEN W. SMITH CONSTRUCTION
SCHEDULE OF COSTS OF REVENUES EARNED
FOR THE YEAR ENDED
DECEMBER 31, 2024

Blueprints and reproduction	\$ 5,444
Bond expense	136,970
Direct materials	1,032,110
Labor	1,763,343
Other costs of construction	100,014
Rent - equipment	84,782
Small tools	16,577
Subcontractors	4,613,611
Workers' compensation	<u>73,022</u>
	<u>\$ 7,825,873</u>

See accountant's review report



KEN W. SMITH CONSTRUCTION
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED
DECEMBER 31, 2024

Advertising	\$ 8,487
Auto and truck expense	18,224
Bank fees	437
Deprecation expense	46,990
Dues and subscriptions	23,308
Dump Fees	1,456
Employee benefits	2,692
Fuel and oil	23,424
Insurance	54,382
Interest	4,612
Legal and professional	67,804
Payroll Service	14,965
Officer Salary	143,403
Permits	8,776
Meals and entertainment	3,570
Miscellaneous	28,440
Office expense	72,772
Rent	58,283
Repairs and maintenance	7,351
Taxes & Licenses	10,677
Telephone	3,762
Travel	5,222
Uniforms	195
Utilities	19,632
	\$ 628,864

See accountant's review report



KEN W. SMITH CONSTRUCTION
SCHEDULE OF CONTRACTS COMPLETED
DECEMBER 31, 2024

<u>Job No.</u>	<u>Job Description</u>	<u>Revenues Earned</u>	<u>Cost of Revenues</u>	<u>Gross Profit</u>	<u>Gross Profit</u>
					<u>Through Prior</u>
					<u>Year</u>
1099	KCCD BC Humanities RR Upgrade	532,533	432,700	99,833	91,372
1104	PBVUSD Miller Parking Lot	135,393	95,538	39,855	39,855
1160	KCCD BC CC & DC Ctyrd Impr	318,344	278,649	39,695	-
1171	KC Linda Kissack Skatepark	795,497	523,809	271,688	64,155
1173	KC Council AV Upgrades	115,754	100,762	14,992	-
1174	Shafter City Hall Reno	257,569	124,076	133,493	43,641
1185	Crossroads Field Drainage	289,787	256,752	33,035	
1186	KC Lamont Library	243,201	178,294	64,907	
1200	KC Boron Park Skatepark	622,712	508,953	113,759	
1201	KC Rosamond Skatepark	832,262	684,194	148,068	
1203	GUSD Relo CR Kendrick Horizon & FRC	1,340,915	505,986	834,929	
1208	WKCCD TC Allied Health Portable Mods	173,618	34,972	138,646	
	Maintenance & Jobs under \$100,000	2,610,375	2,548,138	62,237	36,398
		<u>\$ 8,267,960</u>	<u>\$ 6,272,823</u>	<u>\$ 1,995,137</u>	<u>\$ 275,421</u>
	Less: recognized prior	<u>(1,154,714)</u>	<u>(879,293)</u>	<u>(275,421)</u>	
		<u>\$ 7,113,246</u>	<u>\$ 5,393,530</u>	<u>\$ 1,719,716</u>	

See accountant's review report



KEN W. SMITH CONSTRUCTION
SCHEDULE OF CONSTRUCTION CONTRACTS IN PROGRESS
DECEMBER 31, 2024

Job No.	Job Description	Total Contract Price	Est. Total Contract Costs	Estimated Gross Profit	Estimated Gross Profit Percentage	Billings To Date	Revenues Recognized	Costs To Date	Gross Profit To Date	Underbilled	Overbilled	Percentage of Completion
1101	KC Justice Bldg Elev Upgrade	2,208,558	1,656,418	\$ 552,140	25.00%	298,013	383,272	294,954	98,318	95,259	-	17.81%
1113	Watson 2611	105,294	82,191	\$ 23,103	21.94%	-	105,294	82,191	23,103	105,294	-	100.00%
1122	YDC 200A Door Replacement	557,972	496,113	\$ 61,859	11.09%	530,074	557,972	496,113	61,859	27,898	-	100.00%
1123	KC MKS Fire Life Safety Upgrades	729,943	510,960	\$ 218,983	30.00%	532,485	425,943	298,160	127,783	-	106,542	58.35%
1197	TCSD Jefferson 3 PK Mods	1,640,015	1,394,013	\$ 246,002	15.00%	760,316	718,413	610,651	107,762	-	41,903	43.81%
1209	KC Wilson Library	689,672	586,222	\$ 103,450	15.00%	491,714	549,653	467,206	82,447	57,939	-	79.70%
1212	MKS Pec Interior Finishes	446,872	379,841	\$ 67,031	15.00%	273,959	211,582	179,845	31,737	-	62,377	47.35%
	All Other Jobs Under \$100K	60,000	51,000	\$ 9,000	15.00%	-	3,792	3,223	569	3,792	-	6.32%
		\$ 6,438,326	\$ 5,156,758	\$ 1,281,568		\$2,886,561	\$ 2,985,921	\$2,432,343	\$ 533,578	\$ 290,182	\$ 210,822	

See accountant's review report

PREQUALIFICATION QUESTIONNAIRE - COMPLETED PROJECTS CONTINUED:						
Owner	Contact:		Job Description:	Contract \$:		Year Completed:
KHSD	Sandy Castorena 661-827-3321		District transport drop off remodel	\$ 277,390.00		2023
NSC	Karen Brewer 661- 387-7007		ODES-BES Portable Set	\$ 479,759.00		2023
BCSD	Jason Sifton 661- 631-5883		Casa Loma Curb & Fence Posts	\$ 116,085.00		2022
BCSD	Jason Sifton 661- 631-5883		Sierra MS Curb & Fence Posts	\$ 158,253.00		2022
BCSD	Jason Sifton 661- 631-5883		Eissler PRC Access Improvement	\$ 222,765.00		2022
PBVUSD	Paul Johnson 661- 831-8331		Panama ES Modernization	\$ 284,176.38		2023
FSD	Michael Coleman 661-366-7221		Fairfax MS shade structure install	\$ 153,099.00		2023
FSD	Michael Coleman 661-366-7221		Zephyr ES shade structure install	\$ 128,448.00		2023
KCSOS	Susan Robinson 661-636-4260		Toilet & locker access remodel	\$ 199,561.89		2022
KCCD	Kim Crews 661- 472-9126		BC Learning Garden BPA	\$ 169,152.00		2022
KCCD	Kim Crews 661- 472-9126		BC Learning Garden BP B	\$ 165,137.00		2022
KCCD	Kim Crews 661- 472-9126		PC Sports Complex Signage	\$ 105,681.70		2022
CSUB	Linda Weaver 661- 654-2216		CSUB Student Union Finance Ofc Remodel	\$ 115,442.60		2024

27 - IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

District Project Name: 7 Classroom, 1 Restroom, & Staff parking lot

District Project Number: 2024-2391

District Contract Number:

Contractor Name: **Ken W Smith Construction Inc.**

Subject to the penalties for perjury in the state of California, I (the person identified below and who has signed this certification) hereby certify that: (i) I have inherent authority or have been duly authorized by the Contractor to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) A financial institution that extends for 45 days or more credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract

☐ The price payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: _____



Printed Name: **Ken W Smith**

Title: **President**

Executed at: **Bakersfield**, California

Date Executed: **12/11/2025**

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract, and/or ineligibility to bid on contracts with a public entity for three years.



PROJECT: 7 Classroom, 1 Restroom, & Staff parking lot @ Suburu School
Project #: 2024-2391
School District / Owner: Lakeside Union School District

TIME OF BID RECEIPT:
2:00 PM
DATE OF BID OPENING:
12/11/2025

[illegible]

METRO FLOORS

State Contractor Lic. #482566
(661) 835-4680 TELE
(661) 835-4686 FAX

DIR Registration # 1000001370
5620 District Blvd. Suite #105
Bakersfield, CA 93313

DATE: 12-12-25

TELE: 827-7011

FAX:

PROPOSAL TO: Lakeside U. S. D.

PROJECT: Carpet Tile. Material Only.

ADDRESS:

ADDRESS:

ATTENTION: Tristin Camp.

ADDENDUM: No

Furnish, the following floor covering, taxes and freight included.

1. 1,724.444 SQ. YDS. (15,520 SQ. FT.) @ 18.09.	31,195.19
2. 15 4-GALLON PAILS 5000P ADHESIVE @ 99.32	1,498.65
3. SUBTOTAL.	32,693.84
4. TAX @ 8.75 % (FONTANA, CA).	2,860.71
5. ONE FREIGHT TO WILLSCOT. FONTANA, CA (AS OF 12/12/25).	2,523.66
6. 1,724.444 SQ. YDS. CA CRPT. STEWARDSHIP ASSESSMENT @ 1.49.	2,569.42

*ORDER ENTRY BY 12-30-25.

*MATERIAL LEAD TIME: 2-3 WEEKS PLUS SHIPPING.

TOTAL PROPOSAL PRICE: \$ 40,647.63

Exclusions: Unforeseen conditions. Labor.

Note: This proposal and all its contents become part of any contract entered into.

Submitted By: Brian Van Boening

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Terms 30 days net.

SIGNATURE

TITLE

DATE

SAN JOAQUIN INTERIORS

(661) 832-8450

CARPET • WOOD • VINYL • STONE

(661) 837-0930

4608 District Blvd, Bakersfield, California 93313

Name

Address

DATE 12/11/25

TYPE OF SALE

CASH ☐ COD ☐

CONDITIONAL ☐
SALE

SALESMAN

WHEN TO DELIVER

[illegible]

This Contract is subject to the following terms and conditions:

1. Payment is due and payable immediately, unless otherwise stipulated to in writing.
2. Where credit is extended, this contract is subject to approval of the Credit Department.
3. Price subject to the approval of our office.
4. Title to any and all goods, wares and merchandise remains in the seller until payments are made in full.
5. In the event suit is necessary to collect the contract price, or any part thereof, buyer and seller and that any oral agreement shall not constitute any part thereof.
6. Purchaser agrees that this contract contains the entire agreement between purchaser and seller and that any oral agreement shall not constitute any part thereof.
7. **Special cut order merchandise is non-cancellable. In the event of cancellation the full face of the contract becomes due and payable.**
8. Seller shall not be liable for any delays in the completion of an installation resulting from or due to labor difficulties, strikes, acts of God, fire, explosion, government regulations or cause beyond the control of the seller.

THIS IS A CONDITIONAL SALES CONTRACT

CASH PRICE		
SALES TAX <i>freight included</i>		
CREDIT		
SERVICE CHARGES		
OTHER CHARGES		
TOTAL PURCHASE PRICE	43,600	00
DOWN PAY'T		
BALANCE		

TERMS OF PAYMENT _____ \$ _____ ON THE _____ DAY OF _____ 20____

NOTICE --- Under the Mechanics' Lien Law, Mechanics, materialmen, contractors, subcontractors lessors of equipment, artisans, architects, registered engineers, licensed land surveyors, machinists, builders, teamsters, and draymen, and all persons and laborers of every class performing labor upon or bestowing skill or other necessary services on, or furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams, or power contributing to a work of improvement shall have a lien upon the property upon which they have bestowed labor or furnished materials or appliances or leased equipment for the value of such labor done or materials furnished and for the value of the use of such appliances, equipment, teams or power whether done or furnished at the instance of the owner or of any person acting by his authority or under him as contractor or otherwise.

• **CONDITIONAL SALES AGREEMENT:** Title to all above enumerated property shall remain wholly in SAN JOAQUIN INTERIORS until fully paid for and vendee shall surrender same on demand if in default on payments. It is also agreed that, if collection is made by suit or otherwise, I/We agree to pay a FINANCE CHARGE until fully paid at 1 1/2% PER MONTH which is an ANNUAL RATE of 18% after 30 days, also collections costs, including attorney's fees as may be adjudged by court, and waive all rights to any claims exempted under State Laws, and will not remove property without written consent of SAN JOAQUIN INTERIORS from original place of delivery.

X Buyer Signature _____

X Buyer Signature _____



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

December 9, 2025

KA Proposal No.: T28-789-CAB

Attention: Tristin Camp
Lakeside Union School
14535 Old river Rd
Bakersfield, CA 93313

Email: tcamp@lakesideusd.com
P: 661-827-77011

Subject: PROPOSAL FOR MATERIALS TESTING & INSPECTION SERVICES

Reference: **Donald E Suburu ES Relocatable Classroom & Restroom**
14535 Old River Road
Bakersfield, CA 93313

Dear, Tristin Camp

Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the above referenced project. We have provided our standard form of agreement with this proposal. Please note that the terms and conditions of the Agreement are an integral part of our proposal and fee structure. Please initial, sign and return the Agreement to us as our authorization to proceed. Upon receipt, we will execute the contract and return a signed copy for your files. Should we be requested to start work prior to our receipt of a mutually acceptable signed contract, with the request received through email or oral communication, and our subsequent start of work, the request will constitute your express or implied acceptance of the terms and conditions of our attached Agreement.

In the event that a Purchase Order will be issued as part of the authorization process for us to proceed, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached Agreement shall prevail.

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

Offices Serving The Western United States
2205 Coy Avenue, Bakersfield, CA 93307 • (661) 837-9200 • Fax (661) 837-9201

- ☒ 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****Donald E Suburu ES Relocatable Classroom & Restroom**

14535 Old River Road

Bakersfield, CA 93313

DESCRIPTION	Units	Rate	Unit Measure	Cost
Earthwork Testing and Inspection				
Compaction Testing: Building Pads	64	141.00	Hour	\$9,024.00
Compaction Testing: Sewer	16	141.00	Hour	\$2,256.00
Compaction Testing: Storm Drain	32	141.00	Hour	\$4,512.00
Compaction Testing: Water	16	141.00	Hour	\$2,256.00
Compaction Testing: Parking Lot Subgrade	16	141.00	Hour	\$2,256.00
Compaction Testing: Parking Lot Aggregate	12	141.00	Hour	\$1,692.00
Compaction Testing: Curb and Gutter/Cross Gutter	8	141.00	Hour	\$1,128.00
Compaction Testing: Sidewalk/Drive Approach	16	141.00	Hour	\$2,256.00
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 Inspection	24	145.00	Hour	\$3,480.00
Batch Plant Inspection	24	145.00	Hour	\$3,480.00
Field Weld Inspection	32	145.00	Hour	\$4,640.00
Tensile Test-Reinforcing Steel	3	60.00	Each	\$180.00
Bend Test-Reinforcing Steel	3	60.00	Each	\$180.00
Laboratory Testing				
Compression Test: Concrete	3	130.00	Set	\$390.00
Asphaltic Concrete Inspection and Testing				
Compaction of Asphalt Placement	12	141.00	Hour	\$1,692.00
Asphalt Batch Plant	4	141.00	Hour	\$564.00
Laboratory Testing				
Hveem Stability/Density	1	365.00	Each	\$365.00
Asphalt Content	1	210.00	Each	\$210.00
Sieve on Extracted Sample	1	210.00	Each	\$210.00
Miscellaneous Services				
Project Engineer / Manager Site Inspection	8	150.00	Hour	\$1,200.00
Project Administration and Miscellaneous Services				
Report Preparation/Clerical	16	75.00	Hour	\$1,200.00
Engineered Report	10	125.00	Hour	\$1,250.00
Sample Pick Up	10	125.00	Hour	\$1,250.00
TOTAL ESTIMATED COST FOR TESTING & INSPECTION SERVICES:				\$46,821.00

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 the rates presented in the Cost Estimate and our current Fee Schedule. The rates are valid through June 30 and are subject to an annual adjustment proportionate to increases in prevailing wage rate determinations issued by the California Department of Industrial Relations, effective July 1. 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. 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. See our contract 3.5.1
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. See our contract 3.5.5
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.
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. See our contract 3.5.2 & 3.5.3

**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, whose principal address is 14535 Old River Rd., Bakersfield, CA 93313, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Donald E Suburu ES Relocatable Classroom & Restroom," file number T25-789-CAB, dated December 9, 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

ten thousand dollars (\$10,000.00) , 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 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 Kraزان 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:
Kraزان & Associates
215 West Dakota Avenue
Clovis, California 93612
Attn: Mr. Dave Jarosz
davejarosz@kraزان.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

CA COMT 2025.1.1
CA COMT 2025.1.1

TENTATIVE AGREEMENT

BETWEEN THE

LAKESIDE UNION SCHOOL DISTRICT

AND THE

LAKESIDE/SUBURU TEACHERS
ASSOCIATION, CTA/NEA

JULY 1, 2023 – JUNE 30, 2026

(December 3, 2025)

This Agreement ("Agreement") is entered into by and between the Lakeside Union School District ("District") and the Lakeside/Suburu Teachers Association/CTA/NEA ("Association") and is dated December 3, 2025 for purposes of reference only. As a result of negotiations, the District and the Association have agreed to a Tentative Agreement as set forth below.

ARTICLE I INTRODUCTION

[Not Reopened]

ARTICLE II SALARY

A. The ~~2024-2025~~ **2025-2026** Certificated Salary Schedules are attached as Appendices A through E and shall remain in effect for the ~~2024-2025~~ **2025-2026** school year. The Parties agree to a **one and one-half percent (1.5%)** on schedule increase. **For the 2025-2026 school year, bargaining unit employees will receive a one percent (1.0%) off-schedule salary payment. The off-schedule payment will be based on the July 1, 2025 – June 30, 2026 salary schedules.**

Note: The District's Proposed Changes to Salary Schedules B through F presented on September 26, 2025 are accepted by the Association.

~~Note: The District agrees to add a Step 17 to Column VI only.~~

1. Notice of intent to qualify for column movement shall be filed with the District by May 15 of each year. All work must be completed and verified by the following October 1.
2. Except for pass-fail courses, courses shall not be eligible for salary credit unless earned with a grade of "C" or higher.
3. Each bargaining unit member shall be responsible for:
 - a. Obtaining prior approval of course work from the District.
 - b. Verifying completion of all course work by submitting transcripts or grade reports.
 - c. Filing a request for change in salary classification by September 1.
4. Step and column advancement are additional financial liabilities to the District budget and shall be acknowledged as a part of any salary adjustment.

B. Time spent in unpaid leave status shall not count toward advancement on the salary schedule.

Stipends

C. Stipends will be provided to eligible employees with full State certifications who provide the following services to the District. The stipends will be properly prorated for part-time employees. The Master's Degree stipend will be provided to employees with Master's Degrees from accredited colleges and universities in disciplines that are applicable to the District's educational programs.

Education Specialist Instruction Credential	\$2,000
Speech Language Pathology Services Credential	\$2,000
Master's Degree:	\$1,500

D. For the term of this Agreement, the District shall compensate bargaining unit members the following annual stipends for the extra-duty positions listed below:

Positions

ASB Advisor	\$1,500
Athletic Director	\$4,500 (Lakeside)
AVID Coordinator	\$2,000
Battle of the Books Coordinator	\$1,200 (at each school site)
Teacher Induction Program	\$1,750 (per teacher/limit 2 unless mutually agreed)
Camp KEEP (4 teachers)	\$1,250
Coach	\$1,500 per season/sport
Combo Teacher (Grades 1-5)	\$2,500
Mentor Teacher	\$1,500 (per intern/prorated for partial assignment)
After School Intervention Program	Extra duty rate of pay
Leadership Committee Member	\$1,200 (non-contract hours)
Lunch Time Games/Intramurals	\$1,500 per year (position responsibilities to be established by the District)
Music Director	\$4,500
Oral Language Coordinator	\$1,250 at each school site
PBIS Team Members	\$1,200
Science Fair Coordinators	\$1,250 at each school site
Spelling Bee Coordinator	\$1,250
SST Coordinator	\$3,000
Tobacco Use Prevention Coordinator	\$800

Extra Duty Pay [To be adjusted based on the on-schedule increase.]

Salary Schedule A: Step 1, Column VII	(\$ ~~47.90~~ ~~47.19~~)
Salary Schedule B: Step 1, Column VII	(\$ ~~48.45~~ ~~47.73~~)
Salary Schedule C: Step 1, Column I	(\$ ~~61.93~~ ~~61.01~~)
Salary Schedule D: Step 1, Column I	(\$ ~~61.90~~ ~~60.89~~)
Salary Schedule E: Step 1	(\$ ~~52.58~~ ~~51.80~~)

The District will schedule IEP, SST and 504 meetings to start no earlier than 8:00 AM for middle school and no later than 2:45 PM for all grade levels. General Education classroom teachers attending an IEP, SST or 504 meeting that extends thirty (30) minutes beyond their workday will be compensated at the extra duty in 15 minute increments.

Extra duty will be paid only for work performed by bargaining unit members outside of their contractual workday and approved or directed by the District in advance of the assignment.

All certificated stipends will be negotiated and included in this Agreement prior to posting and paying certificated employees.

Extra duty and summer school positions will be limited to two-year terms for incumbents. At the completion of a two-year term, incumbents may reapply for their current extra duty or summer school position, but newly qualified/credentialed applicants will have the first right of refusal to the extra duty or summer school positions over incumbents. Prior and recent experience will be considered in selection of applicants.

Summer school positions will be posted. Current District teachers will have priority over non-unit members for summer school positions. Seniority will be granted for summer school positions by Primary (K-3), Intermediate (4-6), and Middle School (7-8). In addition to District seniority, the selection criteria will include appropriate credential and recency of teaching experience in the grade level or subject area to be taught in summer school. Summer school teachers will be paid for two and one-half hours of preparation time for the summer school session at the current extra-duty rate of pay.

Mileage

E. Certificated employees who are required to travel between the schools or to other approved locations to complete their assigned duties (e.g. home visits), must request to use a District vehicle through the Superintendent prior to using his/her own vehicle. If the District vehicle is not available, the unit member will be reimbursed at the Board approved mileage rate for all properly documented mileage.

New Hires

F. The District will grant all years of service credit for accredited public school teaching experience in determining initial salary placement for new certificated and credentialed employees whose first day of District-paid service begins on or after July 1, 2026. The teacher will be placed on the appropriate step of the appropriate column on the salary schedule. This is a negotiated alternative for initial placement in accordance with Education Code Section 45028(b) which permits a negotiated increase to the number of years of service credit allowed for initial placement on the salary schedule without violating the uniform salary schedule requirement of Education Code Section 45028(a)(1). [TA]

Note: The District will enter into an MOU for any current employee that would benefit by the language in F.

ARTICLE III HEALTH AND WELFARE BENEFITS

A. The District "cap" on health and welfare premiums of ~~\$19,272.36~~ **\$20,568.36** will be the maximum District contribution for the ~~2024-2025~~ **2025-2026** benefit plan year.

1. The medical insurance plans offered shall be the SISC Prudent Buyer PBC-100D (\$20) co-pay plan with a \$9-\$35 prescription benefit, SISC Prudent Buyer PBC-90C with a \$7-\$25 prescription, and SISC Prudent Buyer PBC-80E with a \$9-\$35 prescription benefit. Any premiums in excess of the District "cap" delineated in paragraph A above shall be the responsibility of the individual insured employee.

2. The SISC Delta Dental program shall be provided to unit members and eligible dependents. The Delta Dental Preferred Option and Anthem Dental (DHN 4000; Ortho 2000) will be made available to unit members.

3. The SISC VSP Vision program Plan C, \$10 deductible, shall be provided to unit members and eligible dependents.

4. The District provides \$65,000 in Basic Life Insurance through Anthem Blue Cross.

B. No in-lieu payments or contributions to programs other than those which the Employer provides above shall be paid by the Employer for any bargaining unit members who elect not to subscribe to the benefits provided by this Article.

C. The Association recognizes that health and welfare premiums are an integral part of any salary package agreed to by the parties. The District's monthly premium contribution for the Health and Welfare benefit plan specified in this Article shall continue in effect, unchanged, unless modified in the negotiation of a successor

Agreement. The health and welfare plan will be modified only through mutual agreement of the parties.

D. The District agrees to provide medical/hospitalization insurance (SISC - Blue Cross) for any unit member, employed by the District on or before June 30, 2009, who retires from the District under the provisions of the California State Teachers' Retirement System provided the unit member has attained age 55, but is not older than 65, and has completed 15 years of full-time service (ten or more months of service per school year) to the District. The Plan shall be the same as that provided for current active employees.

The District agrees to continue the benefit until the retiree attains age 65 and/or becomes eligible for Medicare. The program shall terminate should the retiree return to regular school employment or upon the retiree's qualification for Medi-Cal or other medical reimbursement plan. The plan shall be the same as that provided for current active employees.

ARTICLE IV CLASS SIZE

[Not Reopened]

ARTICLE V HOURS

A – J: No Changes.

K. Preparation Time

1. Preparation time for teachers of grades TK-8 to prepare lesson plans, tests, grades, and to perform other professional duties will be made available on a weekly basis as follows:

Grades TK-6 180 minutes per week minimum

Grades 7-8 180 minutes per week minimum

2. Teachers of grades 7-8 shall have one period per day designated as a preparation period. A teacher required to teach during a designated preparation period will be compensated at ~~the extra duty~~ **their** hourly rate of pay **for the time worked on the additional assignment** ~~per period~~.

3. TK-6 teachers who are assigned duties by the District and as a result do not receive 180 preparation minutes for the week will be compensated at the extra duty hourly rate of pay for lost preparation time.

4. The number of minutes per week shall be prorated by the number of student attendance days in that week and/or shortened days.

5. A teacher who is assigned to teach a class in lieu of their preparation period for the duration of the school year will be compensated at their hourly rate for the time worked on the additional assignment.

ARTICLE VI LEAVES OF ABSENCE

Sick Leave

A. Every full-time regular employee shall be entitled to ten days of sick leave for each year of employment.

1. An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine for his/her family members.

a. Unused sick leave shall accrue from school year to school year.

b. The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year.

2. Sick leave shall be taken in units of one half day for any absence from assigned duties where a substitute is needed. Employees shall normally contact the Principal or designee prior to 6 a.m. on the date of absence.

3. The employee must notify the Principal or designee of his/her intention to return or not return by 2 p.m. on each day of absence.

4. Female employees shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth.

a. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor, based solely on the employee's physical ability to render service to the District.

b. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Superintendent.

c. The date of the employee's return to service shall be based upon her doctor's analysis and written verification of the bargaining unit member's physical ability to render unrestricted service to the District.

5. Extended Sick Leave. Pursuant to Education Code Section 44977, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five school months, the amount deducted from the employee's salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee or the amount that would have been paid to the substitute had one been employed.

a. If the school year ends before the five-month period is exhausted, the balance of the five-month period is carried over to the following school year.

b. As provided by Education Code 44978.1, when a teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status.

c. The teacher's return to work shall be as provided by Education Code Section 44978.1.

d. The District may require acceptable verification by a licensed physician's or practitioner's statement.

~~B. Personal Necessity Leave: Up to 10 days of paid sick leave earned by the employee in a school year upon prior approval, charged to the current year's accrual of sick leave (Education Code Section 44981). A request for prior approval shall be made at least three days in advance of the leave except in an emergency situation. An employee may request to use all 10 days without specifying the nature of the personal necessity. In no case can personal necessity leave be used to extend school holidays or vacation periods or for vacation, recreation, personal gain, or for withholding services from the District. Once an employee has taken 10 days of personal necessity leave, any additional days taken without verification of illness will be deducted from the employee's pay at their individual daily rate.~~

B. Personal Necessity. Unit employees who are regularly employed on a full-time basis and are absent from duty due to their own illness, injury, or necessity shall be granted 10 workdays per year as personal necessity leave. At the completion of the school year all earned but unused personal necessity days accumulate as sick leave. Unit employees must exhaust all personal necessity leave each year prior to using any accumulated sick leave.

1. Unit employees serving less than a full school year and/or employed on less than a full-time basis, shall be entitled to personal necessity leave in the same proportion that the time served bears to a school year of full-time service.

2. An employee's personal necessity leave shall be exclusive of all days he/she is not required to render service to the District.

3. Personal necessity may be granted upon request for a portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstances that the employee cannot be expected to disregard and that may not be conducted at a time other than regular duty hours.

4. Restrictions to the use of personal necessity leave following Education Code §44981 shall be:

a. The days shall be limited to the equivalent of the employee's contractual workday and shall be charged in one-day blocks of time.

b. No day before or day after any holiday or winter, spring, or summer recess may be utilized unless authorized in advance by the District.

c. Advance 72 hour written notice is mandatory.

d. A qualified substitute can be obtained.

e. Requests will be reviewed in the order received. Once the request is approved it will not be rescinded.

f. The number of requests for leave will not, however, adversely affect the operations of the District in the judgment of the on-site administrator. If the request is denied, the Superintendent or designee will communicate the reason for the denial to the affected employee. Requests will not be denied arbitrarily.

g. Personal necessity leave cannot be used for any stoppage or withholding of any kind of services in which employees have been assigned before, during and after the regular teacher's workday.

h. Personal necessity leave cannot be used for personal gain (i.e., substituting in another district or interviewing for a position in another district).

5. A written request for approval to take two or more consecutive personal necessity days shall be filed with the Superintendent or designee at least three days in advance of the day on which the personal necessity leave is intended to be taken. The Superintendent or designee will give a response to the employee within 2 school days of receiving the request.

6. If the need to utilize personal necessity leave is not known to the employee within the three-day notice requirement, the written request shall be made as much in advance as possible. If, due to circumstances beyond the employee's control, it is impossible to request advance permission and the employee determines to take time off, the employee shall give verbal notice to the site Administrator and file the leave request in writing immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice, along with documents that support those reasons, if any. Approval for more than three (3) consecutive days will only be granted for compelling reasons including but not limited to a wedding, graduation, etc.

7. Unpaid Personal Necessity: At the discretion of the Superintendent or designee, bargaining unit members may be granted an unpaid personal

necessity leave not to exceed 5 school days duration with prior written notice of at least five (5) days. In the case that prior written notice is not possible, the employee shall give verbal notice to the site Administrator and file the leave request in writing immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice, along with documents that support those reasons, if any.

Bereavement Leave

C. Every employee shall be entitled to five (5) days of paid noncumulative leave of absence because of the documented death of any member of the employee's immediate family.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.
2. This leave shall not be deducted from sick leave.
3. Documentation: The employee, if requested by the District, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. For bereavement leave "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. In the absence of available documentation, an employee may sign a written verification attesting to the death of an immediate family member and eligibility for bereavement leave.

Industrial Accident and Illness Leave

D. An employee shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. Such leave shall not be cumulative.

1. Such benefits shall be in addition to other sick leave benefits provided by the District.
2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
3. Employees shall report all job-related injuries and illnesses to the District within 24 hours of the occurrence whenever possible, regardless of whether or not medical attention is required or whether or not time is lost from work.

In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.

4. When a person employed in a position requiring certification qualifications is absent from duty because of an industrial accident or illness, the employee shall be paid such portion of the salary due the employee for any month in which the absence occurs as, when added to temporary disability indemnity, will result in a payment of not more than the employee's full salary.

5. For each day that the employee is absent and receiving Worker's Compensation payments, the District shall charge the employee's available leave only for that portion of a day represented by the difference between the full day's pay and the amount of daily pay represented by the Worker's Compensation payment endorsed to the District.

6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave for the same illness or injury.

7. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

Jury Leave

E. Each employee shall be entitled to paid leave for as many days of jury duty as are required of the employee by the court. The employee shall sign over or pay to the District any fees paid for jury duty less any allowance for transportation, parking, and meals.

General Leave

F. An employee may apply for a leave of absence on an unpaid basis. The District may, at its discretion, grant an unpaid leave to an employee. The length of the leave, including its beginning and ending date, shall be specified by the District.

Verification of Ability to Return to Work

G. An employee who is absent at any time for surgery shall be required to furnish a physician's verification of the employee's ability to return to work and render service to the Employer.

Provision of Fringe Benefits

H. Employees on paid leaves of absence shall have health and welfare benefits as described in Article IV throughout the duration of the leave of absence. Employees on

unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their health and welfare program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

Transfer of Accumulated Sick Leave

I. Certificated employees who have accumulated illness and accident leave with school districts or county superintendents in California may transfer the unused portion of such leave to the new district of employment. The responsibility for initiating the request for transfer rests with the employee.

Verification of Use of Leave

J. The District may require verification for the use of any leave.

Child Bonding Leave Parental Leave

K. Leave will be provided to the extent required by Education Code Section ~~49977.5~~ **44977.5**.

Appointment Leave: Not accepted. The Association's proposal would add the equivalent of 1.07 days of additional paid leave. However, on a trial basis through the remainder of the 2025-2026 school year, appointment leave may be taken at the beginning or end of the contracted school day only. On a trial basis only for the 2025-2026 school year, the following will apply:

- 1. An appointment leave request must be submitted via email three (3) days in advance of the leave date.**
- 2. A fifteen (15) minute grace period (not to exceed 6 requests) will apply without the need of a leave request form.**
- 3. Anything beyond 15 minutes will require a leave request form and sick leave will be reduced for the time.**
- 4. When certificated employees are assigned to duties involving students who remain in school, any leave exceeding one (1) hour must be taken as a half-day.**
- 5. Certificated employees who will be using appointment leave for one-hour or less are responsible for finding unpaid coverage.**

The Appointment Leave language will appear in the TA, but not the final Collective Bargaining Agreement. Both parties agree to discuss this provision before the end of the 2025-2026 school year to determine whether to continue. If so, the Parties will enter into an MOU setting forth the agreement reached for the 2026-2027 school year.

**ARTICLE VII
CERTIFICATED EMPLOYEE EVALUATION PROCEDURES**

[Not Reopened]

**ARTICLE VIII
VACANCIES, REASSIGNMENT, AND TRANSFERS**

[Not Reopened]

**ARTICLE IX
GRIEVANCE PROCEDURE**

[Not Reopened]

**ARTICLE X
FILES AND COMPLAINTS**

[Not Reopened]

**ARTICLE XI
SAFETY CONDITIONS**

[Not Reopened]

**ARTICLE XII
ASSOCIATION RIGHTS**

[Not Reopened]

**ARTICLE XIII
DISTRICT RIGHTS**

[Not Reopened]

**ARTICLE XIV
MISCELLANEOUS**

[Not Reopened]

**ARTICLE XV
DURATION**

[Not Reopened]

**ARTICLE XVI
PROFESSIONAL DEVELOPMENT**

[Not Reopened]

**ARTICLE XVII
DUES DEDUCTION**

[Not Reopened]

**ARTICLE XVIII
JOB SHARING**

[Not Reopened]

OTHER MATTERS

1. The Parties agree to cooperate in preparing a final agreement that will contain the agreements set forth in this Tentative Agreement. The Parties acknowledge and agree that there may be certain language clean-up of a non-substantive nature that will be corrected in the final agreement. The Parties must mutually agree to any clean-up requests or the change will not be made.

2. All other terms and conditions of the 2023-2026 Collective Bargaining Agreement shall remain unchanged.

3. Scope of Retroactivity:

- a. The one and one-half percent (1.5%) on-schedule increase is retroactive to July 1, 2025 and applies to base salary only;
- b. The increase to the Extra Duty Hourly Rate is effective January 1, 2026; and,
- c. The retroactive and off-schedule increases are available only to those unit members employed by the District on the date of the Association's ratification of this Tentative Agreement

4. This Tentative Agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

This Tentative Agreement is subject to ratification by the Lakeside/Suburu Teachers Association membership and approval by the Lakeside Union School District Board of Trustees.

RECOMMENDED FOR RATIFICATION

LAKESIDE UNION SCHOOL DISTRICT

LAKESIDE/SUBURU
TEACHERS ASSOCIATION

December __, 2025

December 8, 2025

Ty Bryson
Superintendent



Joseph Andreotti
President

Lakeside Union School District
 Certificated Salary Schedule - A
 183 Work Days/7.5 Hours Per Day
 2025-2026

Salary Schedule Effective 7/1/2025

Appendix "A "

Board Approved TBD

	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26
	ANNUAL	ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL
	1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%	
	I	I	I	I	II	II	III	III	IV	IV	V	V	VI	VI	VII	VII
	NC	NC	BA/BS	BA/BS	12	12	24	24	36	36	48	48	60	60	72	72
1	55238	56067	55238	56067	55238	56067	56228	57071	57213	58071	59949	60848	62685	63625	65423	66404
2					57195	58053	58181	59054	59167	60055	61902	62831	64636	65606	67372	68383
3					59148	60035	59548	59557	61123	62040	62483	63420	66587	67586	69325	70365
4					61098	62014	62086	63017	63077	64023	65809	66796	68540	69568	71275	72344
5							64041	65002	65033	66008	67766	68782	70494	71551	73228	74326
6							65994	66984	66981	67986	69715	70761	72444	73531	75178	76306
7							67944	68963	68936	69970	71763	72839	74395	75511	77128	78285
8									70890	71953	73622	74726	76347	77492	78666	79846
9									72844	73937	75575	76709	78298	79472	81032	82247
10									74797	75919	77530	78693	80252	81456	82985	84230
11									76754	77905	79483	80675	82201	83434	84934	86208
12									78710	79891	81435	82657	84160	85422	86888	88191
13									80664	81874	83387	84638	85924	87213	89048	90384
14											85338	86618	88062	89383	90792	92154
15											87289	88598	90016	91366	92743	94134
16											89244	90583	91974	93354	94696	96116
17													93813	95220	96591	98040
18															98453	99930
21															101230	102748
26															104008	105568
31															106785	108387

Master's Degree – Add \$1500

- 1 Employees new to the district will be given up to ten (10) years credit for previous experience plus units earned beyond BA/BS.
- 2 Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.
- 3 Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.
- 4 Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.
- 5 Units must be taken from an accredited college or university.
- 6 No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.

Note: 1.5% Increase Retroactive to July 1, 2025

*NC = Non Credentialed

Lakeside Union School District
 Certificated Salary Schedule - B
 190 Work Days/8 Hours Per Day
 2025-2026

Salary Schedule Effective 7/1/2025

Appendix "B"

Board Approved TBD

	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26
		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL
		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%
	I	I	I	I	II	II	III	III	IV	IV	V	V	VI	VI	VII	VII
	NC	NC	BA/BS	BA/BS	12	12	24	24	36	36	48	48	60	60	72	72
1	61867	62795	61867	62795	61867	62795	62976	63921	64079	65040	67143	68150	70207	71260	73272	74371
2					64058	65019	65162	66139	66267	67261	69331	70371	72393	73479	75458	76590
3					66246	67240	67355	68365	68460	69487	69981	71031	74579	75698	77644	78809
4					68431	69457	69536	70579	70645	71705	73178	74276	76765	77916	79826	81023
5							71726	72802	72836	73929	75898	77036	78953	80137	82016	83246
6							73912	75021	75018	76143	78081	79252	81137	82354	84200	85463
7							76096	77237	77208	78366	80376	81582	83321	84571	86383	87679
8									79398	80589	82457	83694	85510	86793	88107	89429
9									81585	82809	84645	85915	87694	89009	90755	92116
10									83772	85029	86833	88135	89882	91230	92944	94338
11									85966	87255	89020	90355	92065	93446	95126	96553
12									88156	89478	91208	92576	94258	95672	97315	98775
13									90342	91697	93395	94796	96235	97679	99731	101227
14											95579	97013	98630	100109	101688	103213
15											97763	99229	100818	102330	103873	105431
16											99954	101453	103012	104557	106060	107651
17													105072	106648	108181	109804
18															110211	111864
21															112989	114684
26															115766	117502
31															118544	120322

Master's Degree – Add \$1500

- 1 Employees new to the district will be given up to ten (10) years credit for previous experience plus units earned beyond BA/BS.
- 2 Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.
- 3 Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.
- 4 Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.
- 5 Units must be taken from an accredited college or university.
- 6 No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.

Note: 1.5% Increase Retroactive to July 1, 2025

*NC = Non Credentialed

**LAKESIDE SCHOOL DISTRICT
SPEECH PATHOLOGIST SALARY SCHEDULE
185 Work Days/7.5 Hours Per Day
2025-2026**

APPENDIX "C"

Step	Salary
No Credential	86,783
1	93,930
2	95,809
3	97,725
4	99,679
5	101,673
6	103,706
7	105,780
8	107,896
9	110,054
10	112,255
11	114,500
12	116,790

Master's Degree – Add \$1500

Speech Language Pathology Services Credential – Add \$2000

Effective 7/1/2025

Board Approved TBD

**LAKESIDE UNION SCHOOL DISTRICT
PSYCHOLOGIST SALARY SCHEDULE
194 Work Days/8 Hours Per Day
2025-2026
Appendix "D"**

Salary Schedule Effective 7/1/2025

Board Approved **TBD**

Years	Amount
1	98,500
2	100,470
3	102,479
4	104,529
5	106,620
6	108,752
7	110,927
8	113,146
9	115,408
10	117,717
11	120,071
12	122,472

Master's - Add \$1500

**LAKESIDE UNION SCHOOL DISTRICT
PSYCHOLOGIST SALARY SCHEDULE
194 Work Days/8 Hours Per Day
2025-2026
Appendix "E"**

Salary Schedule Effective 7/1/2025

Board Approved **TBD**

Years	Amount
1	88,000
2	89,760
3	91,555
4	93,386
5	95,254
6	97,159
7	99,102
8	101,084
9	103,106
10	105,168
11	107,272
12	109,417

**LAKESIDE UNION SCHOOL DISTRICT
COORDINATOR SALARY SCHEDULE
194 Work Days/8 Hours Per Day
2025-2026
Appendix "F"**

Salary Schedule Effective 7/1/2025

Board Approved **TBD**

Years	Amount
1	98,500
2	100,470
3	102,479
4	104,529
5	106,620
6	108,752
7	110,927
8	113,146
9	115,408
10	117,717
11	120,071
12	122,472

Master's Degree - Add \$1500