



Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos Ca. 90720

Los Alamitos Unified School District

Bid #: 2526-05

Project Name: Roofing at Various Sites

Date: 18 Feb 2026

ADDENDUM NO. 1

Changes or Clarification to the Bid. Bidders shall acknowledge receipt of this addendum in the space provided. This addendum supersedes any addendum instruction issued previously **THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH THE BID DOCUMENTS.**

Part A: Bidding and Contracting Requirements

All bids will utilize the bid documents provided by the District, see attachment. 41 Pages. See attached ACM reports for each site Losal HS, Hopkinson, Oak, Lee the last site was standing seam roof and had no ACM. 67 Pages. All bids will be sent via email to aesmith@losal.org and FMOT@losal.org with the Bid # and Project Name in the Subject Line. Add into your base bid 10% for labor and contractor purchased materials contingency and show on the SOV. Bids will be due by 1:00 P.M. on 26 February 2026. All docs are here <https://www.losal.org/departments/business-services/request-for-proposal> on the Districts website.

Part B: Specifications

The 500 Building has two exhaust curtain units on the roof creating an exhaust fan for the roll-up doors. These two units are to be electrically disconnected and safed off (district electrician can help), then the units need to be removed and disposed of. The curb will need to be flashed over covering the whole footprint of the units with sheet metal and seal them up.

Part C: Drawings

No Changes

Part D: Questions

No Questions

By signing below, you agree to take responsibility for ensuring that you have read and understood the clarification and additional information provided either by data link or data files considered as part of this addendum. Failure to sign and submit Addendum will result in disqualification of bid.

.

Name of Company

.

Print Name and Title

.

Date

Signature



Asbestos Inspection Report

Los Alamitos High School

Site:

Los Alamitos High School
3591 West Cerritos Avenue
Los Alamitos, CA 90720

Prepared for:

Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720

Date: March 25th, 2025



Cardinal Environmental Consultants Inc.

2681 Dow Avenue Suite C-1
Tustin, California 92780
Phone: (714) 730-5931
Fax: (714) 730-1697

Date: March 25th, 2025

Owner/Client: Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720

Site Address: Los Alamitos High School
3591 West Cerritos Avenue
Los Alamitos, CA 90720

Subject: Asbestos Inspection Report Los Alamitos High School

To whom it may concern:

Cardinal Environmental Consultants Inc. conducted an asbestos inspection at Los Alamitos High School. The inspection was prompted by the district. This report includes inspection and sample testing of the roof for building 500 and 501.

All suspect materials to be impacted by the project were sampled in accordance with the regulations. Sampling methodology, laboratory report, and recommendations can be found on subsequent pages of this report.

Regulatory Compliance:

On March 25th, 2025, Cardinal Environmental Consultants Inc conducted a specific asbestos survey of Los Alamitos HS. The survey was completed in compliance with the federal AHERA (Asbestos Hazard Emergency Response Act) 40 CFR Part 763 subpart E. The Act indicates procedures for sampling and reporting of asbestos information (about the school) to students, staff, and contractors working on schools where students K through 12 are present. Ronald R McDaniel (CAC 01-2865) conducted this inspection.

Adherence to NESHAP (National Emission Standard for Hazardous Air Pollutants) has been achieved with compliance to South Coast Air Quality Management District's Rule 1403. SCAQMD is the local air quality district that regulates and monitors asbestos abatement activity in the region of the school district.

Sampling Methodology – Asbestos:

Cardinal Environmental Consultants Inc. used several procedures from visual assessments to tangible assessments and a modified random sampling protocol to collect the samples of the suspect asbestos containing material. Cardinal's sampling procedures incorporate the use of plastic Ziploc bags, labeled with black permanent markers per a unique numbering sequence. One label with the suspect samples collected for this report was given a unique sample identification number. A second description was placed on the bulk sample log. Information about the sample, including the sample type and location was noted on the sheet as each sample was collected.

Asbestos: Any building material which contains asbestos in an amount greater than 1% by weight, area.

<1% Asbestos: Federal regulations and SCAQMD (South Coast Air Quality Management District) do not regulate asbestos at this percentage. Notifications to these agencies do not apply. However, OSHA regulations do apply. These are specific to "worker protection" issues. A contractor who is "DOSH certified" is required if removing more than 100 square feet. Federal and State regulations do not regulate the disposal of this type of construction debris with this level of asbestos. However, your local landfill may have a "zero tolerance" for any asbestos containing debris.

Suspect Asbestos-Containing Materials:

Samples of suspect Asbestos-containing materials were taken throughout the exterior of the roof. We were able to collect representative samples of all the building materials.

The following materials were tested:

- Roofing Material
- Roofing Mastic
- Roof Insulation Material

Results:

All samples were packaged and shipped to EmLab P&K, LLC (NVLAP 200757-0) 2841 Dow Avenue, Suite 300, Tustin, CA 92780 (866) 465-6653. The analysis procedure used to determine the presence of asbestos is outlined in the Code of Federal Regulations 40 CFR part 763, Section 1, Appendix A, Polarized Light Microscopy.

The following tables depict asbestos at the school. The investigator has reviewed the results and construction of the buildings and adjusted the locations and the quantities based on "homogeneous areas." AHERA can require the like areas in type, construction, and use (that test positive for asbestos) be combined with other similar areas. Therefore, some areas may not be specifically tested for asbestos but be included in an area of asbestos. Likewise, an area that has tested negative for asbestos could be included in the asbestos table because of the definition of "homogeneous area."

Subsequent tables in this document depict what was sampled and the outcome of each. Those subsequent tables should be used for clarification and not for quantification of asbestos.

Asbestos:

NO ASBESTOS DETECTED

Summary:

Cardinal aggressively searched the entirety of the roofs for asbestos containing materials. The lab data portrays no ACM throughout all roofing materials for building 500 and 501. The roof is double layer with a 4-inch barrier of insulation material down to wood.

No asbestos was detected at the time of this inspection. No additional steps are required currently.

Sincerely yours,

**CARDINAL ENVIRONMENTAL CONSULTANTS INC.,
A California Corporation**

By:



Ronald R. McDaniel

California Certified Asbestos Consultant #01-2865
CDPH Certified Lead Inspector/Assessor and Project Monitor/Designer #3599
Certified Microbial Consultant by American Indoor Air Quality Council

Diagram(s)



Project Name: Los Alamitos High School

Location: 3591 West Cerritos Avenue Los Alamitos, CA 90720

Client: Los Alamitos Unified School District

Date of Inspection 3/25/2025

Project Floor Diagram

LAHS-01
LAHS-04
LAHS-07

LAHS-02
LAHS-05
LAHS-08

LAHS-03
LAHS-06
LAHS-09

Building 500

Building 501

Sampling Table

Date: March 25, 2025
Client: Los Alamitos Unified School District
Location: Los Alamitos High School

Technician: Ronald McDaniel
Analysis Polarized Light Microscopy
Type: *Code of Federal Regulations 40*

Building #	Material	Sample #	Results	Condition	F/NF	Sample Location
500 anf 501	Roof Material	LAHS-01	ND	Good	NF	Roof
500 anf 501	Roof Material	LAHS-02	ND	Good	NF	Roof
500 anf 501	Roof Material	LAHS-03	ND	Good	NF	Roof
500 anf 501	Roof Mastic	LAHS-04	ND	Good	NF	Roof
500 anf 501	Roof Mastic	LAHS-05	ND	Good	NF	Roof
500 anf 501	Roof Mastic	LAHS-06	ND	Good	NF	Roof
500 anf 501	Roof Insulation Material	LAHS-07	ND	Good	NF	Roof
500 anf 501	Roof Insulation Material	LAHS-08	ND	Good	NF	Roof
500 anf 501	Roof Insulation Material	LAHS-09	ND	Good	NF	Roof

ND- No Asbestos Detected

NF- Non-Friable

F- Friable

Lab Results

Report for:

Kade McDaniel
Cardinal Environmental
2681 Dow Avenue Ste. C1
Tustin, CA 92780

Regarding: Eurofins Built Environment Testing West, LLC
Project: Los Alamitos High School; 3591 Cerritos Avenue Los Alamitos, CA 90720
EML ID: 4000998

Approved by:



Approved Signatory
Danny Li

Dates of Analysis:
Asbestos PLM: 03-26-2025

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 200757-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Cardinal Environmental
C/O: Kade McDaniel
Re: Los Alamitos High School; 3591 Cerritos
Avenue
Los Alamitos, CA 90720

Eurofins Built Environment Testing West, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Date of Sampling: 03-25-2025
Date of Receipt: 03-25-2025
Date of Report: 03-26-2025

ASBESTOS PLM REPORT

Total Samples Submitted: 9

Total Samples Analyzed: 9

Total Samples with Layer Asbestos Content > 1%: 0

Location: LAHS-01, Building 500 and 501 Roof, Roofing

Lab ID-Version‡: 19904878-1

Sample Layers	Asbestos Content
Silver Roofing Material	ND
Black Roofing Material	ND
Black Roofing Material 2	ND
Black Roofing Material 3	ND
Black Roofing Material 4	ND
Sample Composite Homogeneity: Poor	

Location: LAHS-02, Building 500 and 501 Roof, Roofing

Lab ID-Version‡: 19904879-1

Sample Layers	Asbestos Content
Silver Roofing Material	ND
Black Roofing Material	ND
Black Roofing Material 2	ND
Black Roofing Material 3	ND
Sample Composite Homogeneity: Poor	

Location: LAHS-03, Building 500 and 501 Roof, Roofing

Lab ID-Version‡: 19904880-1

Sample Layers	Asbestos Content
Silver Roofing Material	ND
Black Roofing Material	ND
Black Roofing Material 2	ND
Black Roofing Material 3	ND
Sample Composite Homogeneity: Poor	

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Cardinal Environmental
C/O: Kade McDaniel
Re: Los Alamitos High School; 3591 Cerritos
Avenue
Los Alamitos, CA 90720

Eurofins Built Environment Testing West, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Date of Sampling: 03-25-2025
Date of Receipt: 03-25-2025
Date of Report: 03-26-2025

ASBESTOS PLM REPORT

Location: LAHS-04, Building 500 and 501 Roof, Roof Mastic

Lab ID-Version‡: 19904881-1

Sample Layers	Asbestos Content
Black Mastic and Silver Mastic	ND
Sample Composite Homogeneity: Good	

Comments: Sample layers inseparable without cross contamination.

Location: LAHS-05, Building 500 and 501 Roof, Roof Mastic

Lab ID-Version‡: 19904882-1

Sample Layers	Asbestos Content
Black Mastic and Silver Mastic	ND
Sample Composite Homogeneity: Good	

Comments: Sample layers inseparable without cross contamination.

Location: LAHS-06, Building 500 and 501 Roof, Roof Mastic

Lab ID-Version‡: 19904883-1

Sample Layers	Asbestos Content
Black Mastic and Silver Mastic	ND
Sample Composite Homogeneity: Good	

Comments: Sample layers inseparable without cross contamination.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Cardinal Environmental
C/O: Kade McDaniel
Re: Los Alamitos High School; 3591 Cerritos
Avenue
Los Alamitos, CA 90720

Eurofins Built Environment Testing West, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Date of Sampling: 03-25-2025
Date of Receipt: 03-25-2025
Date of Report: 03-26-2025

ASBESTOS PLM REPORT

Location: LAHS-07, Building 500 and 501 Roof, Roofing Insulation Material

Lab ID-Version‡: 19904884-1

Sample Layers	Asbestos Content
Brown Insulation	ND
Black Mastic	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Good

Location: LAHS-08, Building 500 and 501 Roof, Roofing Insulation Material

Lab ID-Version‡: 19904885-1

Sample Layers	Asbestos Content
Brown Insulation	ND
Black Mastic	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Good

Location: LAHS-09, Building 500 and 501 Roof, Roofing Insulation Material

Lab ID-Version‡: 19904886-1

Sample Layers	Asbestos Content
Brown Insulation	ND
Black Mastic	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Good

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Cardinal Environmental
C/O: Kade McDaniel
Re: Los Alamitos High School; 3591 Cerritos
Avenue
Los Alamitos, CA 90720

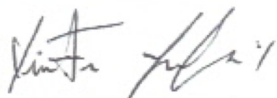
Eurofins Built Environment Testing West, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Date of Sampling: 03-25-2025
Date of Receipt: 03-25-2025
Date of Report: 03-26-2025

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Vicente Salazar

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".



Lab Report Number:	<h2 style="margin: 0;">Chain Of Custody</h2>	004000998								
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Cardinal Environmental Consultants Inc.</p> <p>2681 Dow Avenue Suite C-1</p> <p>Tustin, California 92780</p> <p>Phone: (714) 862-7541</p> <p>Fax: (714) 730-1697</p> </div> <div style="width: 50%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">Project Name:</td> <td style="padding: 5px;">Los Alamitos High School</td> </tr> <tr> <td style="padding: 5px;">Project Address:</td> <td style="padding: 5px;">3591 Cerritos Avenue Los Alamitos, CA 90720</td> </tr> <tr> <td style="padding: 5px;">Sampling Technician:</td> <td style="padding: 5px;">Kade Mc Daniel</td> </tr> <tr> <td style="padding: 5px;">Samples Taken:</td> <td style="padding: 5px;">3/25/2025</td> </tr> </table> </div> </div>	Project Name:	Los Alamitos High School	Project Address:	3591 Cerritos Avenue Los Alamitos, CA 90720	Sampling Technician:	Kade Mc Daniel	Samples Taken:	3/25/2025	
Project Name:	Los Alamitos High School									
Project Address:	3591 Cerritos Avenue Los Alamitos, CA 90720									
Sampling Technician:	Kade Mc Daniel									
Samples Taken:	3/25/2025									

Turn Around Time:						
RUSH (3 Hour)	RUSH (Same Day)	24 Hour	48 Hour	72 Hour	96 Hour	

Analysis Required:						
PLM	PCM	TEM	1000 Point Count	Lead Wipe	Lead Water Analysis	

Sampling Information

[illegible]

Relinquished By: Ronald McDaniel
Received By: STEVEN CASTILLO
SK 22

Date Relinquished: 3/25/2025 @ 2:00 PM
Date Received: 3/25/25
2:00 PM

nicholas@cardinalenvironmental.org



Asbestos Inspection Report

Hopkinson ES Roofing Project

Buildings E&F

Site:

Hopkinson ES
12582 Kensington Road
Los Alamitos, CA 90720

Prepared for:

Los Alamitos USD
10293 Bloomfield Street
Los Alamitos, CA 90650

Date:
February 16th, 2026



Cardinal Environmental Consultants Inc.

2681 Dow Avenue Suite C-1
Tustin, California 92780
Phone: (714) 730-5931
Fax: (714) 730-1697

Date: February 16, 2026

Owner/Client: Los Alamitos USD
10293 Bloomfield Street
Los Alamitos, CA 90650

Site Address: Hopkinson ES
12582 Kensington Road
Los Alamitos, CA 90720

Subject: Asbestos Inspection Specific to Roofing
(Hopkinson ES Buildings E & F)

To whom it may concern:

Cardinal Environmental Consultants Inc. conducted an asbestos inspection at Hopkinson ES at Los Alamitos USD. The inspection was prompted by the district for an upcoming re-roofing project. This survey is limited to the buildings E & F.

The school is a standard multibuilding site that consists of single level structures. The roofs are all typical built-up (multilayered) asphalt roofs. The buildings are connected by covered walkways, with a similar roof product.

All suspect materials to be impacted by the project were sampled in accordance with the regulations. Sampling methodology, laboratory report, and recommendations can be found on subsequent pages of this report.

Regulatory Compliance:

On February 13th, 2026, Cardinal Environmental Consultants Inc conducted an asbestos survey specific to roofing at Hopkinson ES at Buildings E & F. The survey was completed in compliance with the federal AHERA (Asbestos Hazard Emergency Response Act) 40 CFR Part 763 subpart E. The Act and subsequent ASHERA illustrate procedures for sampling and reporting of asbestos information in public buildings. Ronald R McDaniel (CAC 1-2865) conducted this inspection.

Adherence to NESHAP (National Emission Standard for Hazardous Air Pollutants) has been achieved with compliance to South Coast Air Quality Management District's Rule 1403. SCAQMD is the local air quality district that regulates and monitors asbestos abatement activity in the region of this school.

Sampling Methodology – Asbestos:

Cardinal Environmental Consultants Inc. used several procedures from visual assessments to tangible assessments and a modified random sampling protocol to collect the samples of the suspect asbestos containing material. Cardinal's sampling procedures incorporate the use of plastic Ziploc bags, labeled with black permanent markers per a unique numbering sequence. One label with the suspect samples collected for this report was given a unique sample identification number. A second description was placed on the bulk sample log. Information about the sample, including the sample type and location was noted on the sheet as each sample was collected.

Asbestos: Any building material which contains asbestos in an amount greater than 1% by weight, area.

<1% Asbestos: Federal regulations and SCAQMD (South Coast Air Quality Management District) do not regulate asbestos at this percentage. Notifications to these agencies do not apply. However, OSHA regulations do apply. These are specific to "worker protection" issues. A contractor who is "DOSH certified" is required if removing more than 100 square feet. Federal and State regulations do not regulate the disposal of this type of construction debris with this level of asbestos. However, your local landfill may have a "zero tolerance" for any asbestos containing debris.

<1% ACM/ACCM Testing: The standard method for asbestos determination (EPA Method 600/R-93-116) is insufficient to determine asbestos content below 10%. The EPA has determined that the "method" is sufficient to determine above 10% and ND (or non-detect). It has allowed the "method" and laboratories to report findings between 1% and 10% which are all federally regulated amounts. To report <1%, the EPA requires 1,000-point count methods. Any asbestos survey that reports <1% without a point count will be considered by SCAQMD as ACM or federally regulated.

Suspect Asbestos-Containing Materials:

Samples of suspect Asbestos-containing materials were taken throughout the interior and exterior of the building. We were able to collect representative samples of all the building materials.

The following materials were tested:

- Roofing
- Roof penetration mastic

Results:

All samples were packaged and shipped to EmLab P&K, LLC (NVLAP 200757-0) 2841 Dow Avenue, Suite 300, Tustin, CA 92780 (866) 465-6653. The analysis procedure used to determine the presence of asbestos is outlined in the Code of Federal Regulations 40 CFR part 763, Section 1, Appendix A, Polarized Light Microscopy.

The following tables depict asbestos at the school. The investigator has reviewed the results and construction of the buildings and adjusted the locations, and the quantities based on “homogeneous areas.” AHERA can require the like areas in type, construction, and use (that test positive for asbestos) be combined with other similar areas. Therefore, some areas may not be specifically tested for asbestos but be included in an area of asbestos. Likewise, an area that has tested negative for asbestos could be included in the asbestos table because of the definition of “homogeneous area.”

Subsequent tables in this document depict what was sampled and the outcome of each. Those subsequent tables should be used for clarification and not for quantification of asbestos.

Asbestos:

Results	Material	Location	Quantity
No Asbestos Detected	Roofing/and Roof Mastic	Roof	NA

Summary:

Cardinal aggressively searched the buildings for asbestos containing materials. The lab data confirms that no ACM, no ACCM, nor assumed asbestos containing materials are located in the structures.

It should be noted that during demolition there is always the possibility of uncovering suspect ACM. Demolition supervisors are required to have asbestos training to enable them to spot these situations and take the appropriate actions. Additionally, this survey is required to be on-site during demolition activities, and that the supervisor is competent in reading and understanding the survey.

Sincerely yours,

**CARDINAL ENVIRONMENTAL CONSULTANTS INC.,
A California Corporation**

By:

Ronald R. McDaniel

Ron@CardinalEnvironmental.org

California Certified Asbestos Consultant #01-2865 (3/9/27)

CDPH Certified Lead Inspector/Assessor and Project Monitor/Designer #3599

Certified Microbial Consultant by American Indoor Air Quality Council

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant
Ronald McDaniel

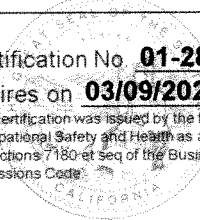


Name

Certification No. **01-2865**

Expires on **03/09/2027**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.



Diagram(s)

Hopkinson Elementary School

12582 Kensington Rd, Los Alamitos, CA 90720



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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No.	Date	Revision Desc.
0	07/16/24	0



Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720

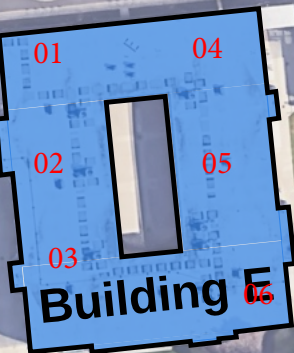
HOPKINSON
ES

B-1

Scope Overview:

1. Low-slope roof sections indicated in blue shall be removed and replaced with a KEE Hybrid roof system, installed in accordance with Specification Section 07 52 00 and all manufacturer requirements.

ACM Samples in Red



Sampling Table

Date: February 13th, 2026
Client: Los Alamitos USD (Hopkinson ES)
Location: 12582 Kensington Road, Los Alamitos, CA 90650

Technician: Ronald McDaniel
Analysis Polarized Light Microscopy
Type: Code of Federal Regulations 40

Building #	Material	Sample #	Results	Condition	F/NF	Sample Location
Building E	Roofing	HES-01	ND	Good	NF	Roof
Building E	Roofing	HES-02	ND	Good	NF	Roof
Building E	Roofing	HES-03	ND	Good	NF	Roof
Building E	Roofing Mastic	HES-04	ND	Good	NF	Roof
Building E	Roofing Mastic	HES-05	ND	Good	NF	Roof
Building E	Roofing Mastic	HES-06	ND	Good	NF	Roof
Building F	Roofing	HES-07	ND	Good	NF	Roof
Building F	Roofing	HES-08	ND	Good	NF	Roof
Building F	Roofing	HES-09	ND	Good	NF	Roof
Building F	Roof Mastic	HES-10	ND	Good	NF	Roof
Building F	Roof Mastic	HES-11	ND	Good	NF	Roof
Building F	Roof Mastic	HES-12	ND	Good	NF	Roof

Lab Results

Report for:

Ron McDaniel
Cardinal Environmental
2681 Dow Avenue Ste. C1
Tustin, CA 92780

Regarding: Eurofins Built Environment Testing West, LLC
Project: Hopkinson ES; E+F Roof Survey
EML ID: 4415785

Approved by:



Approved Signatory
Danny Li

Dates of Analysis:
Asbestos PLM: 02-13-2026

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 200757-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

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Client: Cardinal Environmental
C/O: Ron McDaniel
Re: Hopkinson ES; E+F Roof Survey

Date of Sampling: 02-13-2026
Date of Receipt: 02-13-2026
Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Total Samples Submitted: 12

Total Samples Analyzed: 12

Total Samples with Layer Asbestos Content > 1%: 0

Location: HES-01, E. Roofing

Lab ID-Version‡: 22156385-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Material	ND
Black Roofing Tar and Felt 1	ND
Black Roofing Tar and Felt 2	ND
Gray Fibrous Material	ND
Composite Non-Asbestos Content:	15% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: HES-02, E. Roofing

Lab ID-Version‡: 22156386-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Material	ND
Black Roofing Tar and Felt 1	ND
Black Roofing Tar and Felt 2	ND
Black Roofing Tar and Felt 3	ND
Gray Fibrous Material	ND
Composite Non-Asbestos Content:	15% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

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 C/O: Ron McDaniel
 Re: Hopkinson ES; E+F Roof Survey

Date of Sampling: 02-13-2026
 Date of Receipt: 02-13-2026
 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: HES-03, E. Roofing

Lab ID-Version‡: 22156387-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Material	ND
Black Roofing Tar and Felt 1	ND
Black Roofing Tar and Felt 2	ND
Black Roofing Tar and Felt 3	ND
Gray Fibrous Material	ND
Composite Non-Asbestos Content:	15% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: HES-04, E. Pen Mastic

Lab ID-Version‡: 22156388-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Mastic	ND
Composite Non-Asbestos Content:	10% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: HES-05, E. Pen Mastic

Lab ID-Version‡: 22156389-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Mastic	ND
Composite Non-Asbestos Content:	10% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Poor

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 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: HES-06, E. Pen Mastic

Lab ID-Version‡: 22156390-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Mastic	ND
Composite Non-Asbestos Content:	10% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: HES-07, F. Roofing

Lab ID-Version‡: 22156391-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Material	ND
Black Roofing Tar and Felt	ND
Black Roofing Shingle	ND
Composite Non-Asbestos Content:	20% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: HES-08, F. Roofing

Lab ID-Version‡: 22156392-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Material	ND
Black Roofing Tar and Felt	ND
Black Roofing Shingle	ND
Composite Non-Asbestos Content:	20% Glass Fibers
Sample Composite Homogeneity:	Poor

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 Re: Hopkinson ES; E+F Roof Survey

Date of Sampling: 02-13-2026
 Date of Receipt: 02-13-2026
 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: HES-09, F. Roofing

Lab ID-Version‡: 22156393-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Material	ND
Black Roofing Tar and Felt	ND
Black Roofing Shingle	ND
Pink Paper	ND
Composite Non-Asbestos Content:	20% Glass Fibers 10% Cellulose
Sample Composite Homogeneity:	Poor

Location: HES-010, F. Pen Mastic

Lab ID-Version‡: 22156394-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Mastic	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

Location: HES-011, F. Pen Mastic

Lab ID-Version‡: 22156395-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Mastic	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

Location: HES-012, F. Pen Mastic

Lab ID-Version‡: 22156396-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Mastic	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

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ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Danny Li

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EMLab P&K
A TestAmerica Company

Level	Weather				Clear
	Fog	Rain	Snow	Wind	
None	☐	☐	☐	☐	☐
Light	☐	☐	☐	☐	
Moderate	☐	☐	☐	☐	
Heavy	☐	☐	☐	☐	

Company:	Cardinal Environmental Consultants Inc.
Address:	2681 Dow Ave., Suite C-1, Tustin Ca 92780

Contact	Ron McDaniel	Special Instructions:
---------	--------------	-----------------------

Phone: 714 476 3361

TURN AROUND TIME CODES (TAT)

Project ID:	H006250165
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Description:	K + F Coast Survey
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Zip Code:		Date & Time:	2-15-26
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P.O Number:		Sampled By: 
-------------	--	---

Sample ID	Description	Sample Type (Below)
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HES-01 Roofing 93

45-20-1

[illegible][illegible]

YES-OR-1

AL-575 F Positive

[illegible]

Don Whelan

[illegible]

HS-18

ORIGINAL FILE NUMBER		
BC - BioCassette™	ST - Snow Trav Zefon	T - Tape
		D - Dust

AIS - Anderson	Allergenco, Burkard ...	SW - Swab	SO - Soil
----------------	-------------------------	-----------	-----------

CP - Contact Plate	NP - Non-Portable Water	O - Other:
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By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at [http://www.emblab.com/\\$main/services/terms.html](http://www.emblab.com/$main/services/terms.html)

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Doc. #152, Row 32, Revised 12/18/15, Page 1 of 1, CA

REQUESTED SERVICES 004415785 (Use checkboxes below)	
Non-Culturable Spore Trap Tape Swab Bulk	Culturable BioCassette™, Andersen, SAS, Swab, Water, Bulk, Dust, Soil, Corrad Plates
Other Requests	

Page 7 of 7



Asbestos Inspection Report

Lee ES
Roofing Project

Buildings E

Site:

Lee ES
11481 Foster Road
Los Alamitos, CA 90720

Prepared for:

Los Alamitos USD
10293 Bloomfield Street
Los Alamitos, CA 90650

Date:
February 16th, 2026



Cardinal Environmental Consultants Inc.

2681 Dow Avenue Suite C-1

Tustin, California 92780

Phone: (714) 730-5931

Fax: (714) 730-1697

Date: February 16, 2026

Owner/Client: Los Alamitos USD
10293 Bloomfield Street
Los Alamitos, CA 90650

Site Address: Lee ES
11481 Foster Road
Los Alamitos, CA 90720

Subject: Asbestos Inspection Specific to Roofing
(Lee ES Building E)

To whom it may concern:

Cardinal Environmental Consultants Inc. conducted an asbestos inspection at Lee ES at Los Alamitos USD. The inspection was prompted by the district for an upcoming re-roofing project. This survey is limited to the building E.

The school is a standard multibuilding site that consists of single level structures. The roofs are all typical built-up (multilayered) asphalt roofs. The buildings are connected by covered walkways, with a similar roof product.

All suspect materials to be impacted by the project were sampled in accordance with the regulations. Sampling methodology, laboratory report, and recommendations can be found on subsequent pages of this report.

Regulatory Compliance:

On February 13th, 2026, Cardinal Environmental Consultants Inc conducted an asbestos survey specific to roofing at Lee ES at Building E. The survey was completed in compliance with the federal AHERA (Asbestos Hazard Emergency Response Act) 40 CFR Part 763 subpart E. The Act and subsequent ASHERA illustrate procedures for sampling and reporting of asbestos information in public buildings. Ronald R McDaniel (CAC 1-2865) conducted this inspection.

Adherence to NESHAP (National Emission Standard for Hazardous Air Pollutants) has been achieved with compliance to South Coast Air Quality Management District's Rule 1403. SCAQMD is the local air quality district that regulates and monitors asbestos abatement activity in the region of this school.

Sampling Methodology – Asbestos:

Cardinal Environmental Consultants Inc. used several procedures from visual assessments to tangible assessments and a modified random sampling protocol to collect the samples of the suspect asbestos containing material. Cardinal's sampling procedures incorporate the use of plastic Ziploc bags, labeled with black permanent markers per a unique numbering sequence. One label with the suspect samples collected for this report was given a unique sample identification number. A second description was placed on the bulk sample log. Information about the sample, including the sample type and location was noted on the sheet as each sample was collected.

Asbestos: Any building material which contains asbestos in an amount greater than 1% by weight, area.

<1% Asbestos: Federal regulations and SCAQMD (South Coast Air Quality Management District) do not regulate asbestos at this percentage. Notifications to these agencies do not apply. However, OSHA regulations do apply. These are specific to "worker protection" issues. A contractor who is "DOSH certified" is required if removing more than 100 square feet. Federal and State regulations do not regulate the disposal of this type of construction debris with this level of asbestos. However, your local landfill may have a "zero tolerance" for any asbestos containing debris.

<1% ACM/ACCM Testing: The standard method for asbestos determination (EPA Method 600/R-93-116) is insufficient to determine asbestos content below 10%. The EPA has determined that the "method" is sufficient to determine above 10% and ND (or non-detect). It has allowed the "method" and laboratories to report findings between 1% and 10% which are all federally regulated amounts. To report <1%, the EPA requires 1,000-point count methods. Any asbestos survey that reports <1% without a point count will be considered by SCAQMD as ACM or federally regulated.

Suspect Asbestos-Containing Materials:

Samples of suspect Asbestos-containing materials were taken throughout the interior and exterior of the building. We were able to collect representative samples of all the building materials.

The following materials were tested:

- Roofing
- Roof penetration mastic

Results:

All samples were packaged and shipped to EmLab P&K, LLC (NVLAP 200757-0) 2841 Dow Avenue, Suite 300, Tustin, CA 92780 (866) 465-6653. The analysis procedure used to determine the presence of asbestos is outlined in the Code of Federal Regulations 40 CFR part 763, Section 1, Appendix A, Polarized Light Microscopy.

The following tables depict asbestos at the school. The investigator has reviewed the results and construction of the buildings and adjusted the locations, and the quantities based on “homogeneous areas.” AHERA can require the like areas in type, construction, and use (that test positive for asbestos) be combined with other similar areas. Therefore, some areas may not be specifically tested for asbestos but be included in an area of asbestos. Likewise, an area that has tested negative for asbestos could be included in the asbestos table because of the definition of “homogeneous area.”

Subsequent tables in this document depict what was sampled and the outcome of each. Those subsequent tables should be used for clarification and not for quantification of asbestos.

Asbestos:

Results	Material	Location	Quantity
No Asbestos Detected	Roofing/and Roof Mastic	Roof	NA

Summary:

Cardinal aggressively searched the building for asbestos containing materials. The lab data confirms that no ACM, no ACCM, nor assumed asbestos containing materials are located in the structure.

It should be noted that during demolition there is always the possibility of uncovering suspect ACM. Demolition supervisors are required to have asbestos training to enable them to spot these situations and take the appropriate actions. Additionally, this survey is required to be on-site during demolition activities, and that the supervisor is competent in reading and understanding the survey.

Sincerely yours,

**CARDINAL ENVIRONMENTAL CONSULTANTS INC.,
A California Corporation**

By:

Ronald R. McDaniel

Ron@CardinalEnvironmental.org

California Certified Asbestos Consultant #01-2865 (3/9/27)

CDPH Certified Lead Inspector/Assessor and Project Monitor/Designer #3599

Certified Microbial Consultant by American Indoor Air Quality Council

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant
Ronald McDaniel

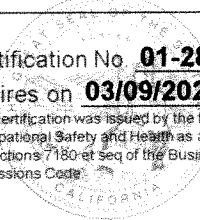


Name

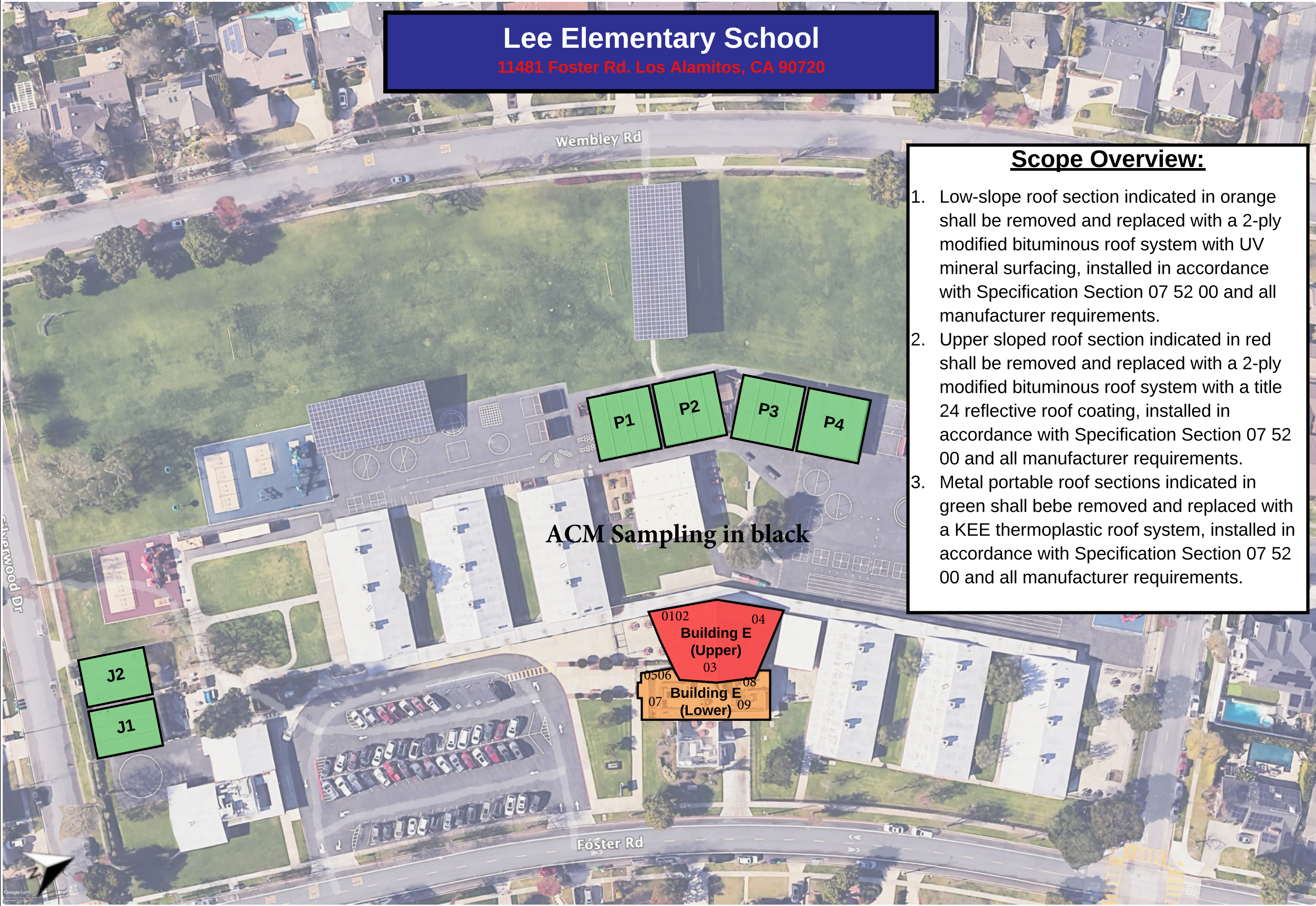
Certification No. **01-2865**

Expires on **03/09/2027**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.



Diagram(s)



Lee Elementary School

11481 Foster Rd. Los Alamitos, CA 90720

- ### Scope Overview:
1. Low-slope roof section indicated in orange shall be removed and replaced with a 2-ply modified bituminous roof system with UV mineral surfacing, installed in accordance with Specification Section 07 52 00 and all manufacturer requirements.
 2. Upper sloped roof section indicated in red shall be removed and replaced with a 2-ply modified bituminous roof system with a title 24 reflective roof coating, installed in accordance with Specification Section 07 52 00 and all manufacturer requirements.
 3. Metal portable roof sections indicated in green shall be removed and replaced with a KEE thermoplastic roof system, installed in accordance with Specification Section 07 52 00 and all manufacturer requirements.



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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No.	Date	Revision Desc.
0	07/16/24	0



Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720

LEE
ES

B-2

Sampling Table

Date:February 13th, 2026
Client:Los Alamitos USD (Lee ES)
Location:11481 Foster Road, Los Alamitos, CA 90650

Technician: Ronald McDaniel
Analysis Polarized Light Microscopy
Type: Code of Federal Regulations 40

Building #	Material	Sample #	Results	Condition	F/NF	Sample Location
Building E	Roofing	LES-01	ND	Good	NF	Lower Roof
Building E	Roofing	LES-02	ND	Good	NF	Lower Roof
Building E	Roofing	LES-03	ND	Good	NF	Lower Roof
Building E	Roofing Mastic	LES-04	ND	Good	NF	Lower Roof
Building E	Roofing Mastic	LES-05	ND	Good	NF	Upper Roof
Building E	Roofing Mastic	LES-06	ND	Good	NF	Upper Roof
Building E	Roofing	LES-07	ND	Good	NF	Upper Roof
Building E	Roofing	LES-08	ND	Good	NF	Upper Roof
Building E	Roofing	LES-09	ND	Good	NF	Upper Roof

Lab Results

Report for:

Ron McDaniel
Cardinal Environmental
2681 Dow Avenue Ste. C1
Tustin, CA 92780

Regarding: Eurofins Built Environment Testing West, LLC
Project: Lee ES; E-Roofing Testing
EML ID: 4415778

Approved by:



Approved Signatory
Danny Li

Dates of Analysis:
Asbestos PLM: 02-13-2026

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 200757-0

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 C/O: Ron McDaniel
 Re: Lee ES; E-Roofing Testing

Date of Sampling: 02-13-2026
 Date of Receipt: 02-13-2026
 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Total Samples Submitted: 9

Total Samples Analyzed: 9

Total Samples with Layer Asbestos Content > 1%: 0

Location: LES-01, Lower Roofing

Lab ID-Version‡: 22156481-1

Sample Layers	Asbestos Content
Black/White Roofing Shingle	ND
Black Roofing Felt 1	ND
Black Roofing Felt 2	ND
Black Roofing Material	ND
Silver Coating	ND
Composite Non-Asbestos Content:	15% Glass Fibers
Sample Composite Homogeneity:	Good

Location: LES-02, Lower Roofing

Lab ID-Version‡: 22156482-1

Sample Layers	Asbestos Content
Black/White Roofing Shingle	ND
Black Roofing Felt 1	ND
Black Roofing Material	ND
Silver Coating	ND
Pink Paper	ND
Composite Non-Asbestos Content:	15% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: LES-03, Lower Roofing

Lab ID-Version‡: 22156483-1

Sample Layers	Asbestos Content
Black/White Roofing Shingle	ND
Black Roofing Felt 1	ND
Black Roofing Felt 2	ND
Black Roofing Material	ND
Silver Coating	ND
Pink Paper	ND
Composite Non-Asbestos Content:	15% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Good

Location: LES-04, Pen Mastic

Lab ID-Version‡: 22156484-1

Sample Layers	Asbestos Content
Black Mastic	ND
Silver Coating	ND
Composite Non-Asbestos Content:	10% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Good

Location: LES-05, Pen Mastic

Lab ID-Version‡: 22156485-1

Sample Layers	Asbestos Content
Black Mastic	ND
Silver Coating	ND
Composite Non-Asbestos Content:	10% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Good

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 Re: Lee ES; E-Roofing Testing

Date of Sampling: 02-13-2026
 Date of Receipt: 02-13-2026
 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: LES-06, Pen Mastic

Lab ID-Version‡: 22156486-1

Sample Layers	Asbestos Content
Black Mastic	ND
Silver Coating	ND
Composite Non-Asbestos Content:	10% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Good

Location: LES-07, Upper Roofing

Lab ID-Version‡: 22156487-1

Sample Layers	Asbestos Content
Silver Coating	ND
Black Roofing Material	ND
Black Roofing Felt 1	ND
Black Roofing Felt 2	ND
Black Roofing Felt 3	ND
Brown Fibrous Material	ND
Composite Non-Asbestos Content:	10% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Moderate

Location: LES-08, Upper Roofing

Lab ID-Version‡: 22156488-1

Sample Layers	Asbestos Content
Silver Coating	ND
Black Roofing Mastic 1	ND
Black Roofing Felt 1	ND
Black Roofing Mastic 2	ND
Black Roofing Felt 2	ND
Black Roofing Felt 3	ND
Black Roofing Felt 4	ND
Composite Non-Asbestos Content:	10% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Moderate

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Client: Cardinal Environmental
C/O: Ron McDaniel
Re: Lee ES; E-Roofing Testing

Date of Sampling: 02-13-2026
Date of Receipt: 02-13-2026
Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: LES-09, Upper Roofing

Lab ID-Version‡: 22156489-1

Sample Layers	Asbestos Content
Silver Coating	ND
Black Roofing Mastic	ND
Black Roofing Felt 1	ND
Black Roofing Felt 2	ND
Black Roofing Felt 3	ND
Brown Fibrous Material	ND
Composite Non-Asbestos Content:	10% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Moderate

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Client: Cardinal Environmental
C/O: Ron McDaniel
Re: Lee ES; E-Roofing Testing

Date of Sampling: 02-13-2026
Date of Receipt: 02-13-2026
Date of Report: 02-13-2026

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Lateef McIntosh

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EMLab P&K
A TestAmerica Company

Level	Weather					Clear	
	None	Fog	Rain	Snow	Wind		
	Light	☐	☐	☐	☐		☐
	Moderate	☐	☐	☐	☐		☐
Heavy	☐	☐	☐	☐	☐		

100

Company:	Cardinal Environmental Consultants Inc.
Address:	2681 Dow Ave., Suite C-1, Tustin Ca 92780

Special Instructions:

PROJECT INFORMATION

TURN AROUND TIME CODES (TAT)

E-Roof Festivals

STD - Standard (DEFAULT)
ND - Next Business Day

Date & Time: 12-12-2020

Sampled By: VSO

sample type
(Below)

of the

(

7			
---	--	--	--

9

active

[illegible][illegible]

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1000

CODES

Factor,	T - Tape	D - Dust

...	SW - SWad	SW - SWH
	B - Bulk	

Water	0 - Other	
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100

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Page 7 of 7



Asbestos Inspection Report

Oak MS Roofing Project

Building N

Site:

Oak Middle School
10821 Oak Street
Los Alamitos, CA 90720

Prepared for:

Los Alamitos USD
10293 Bloomfield Street
Los Alamitos, CA 90650

Date:
February 16th, 2026



Cardinal Environmental Consultants Inc.

2681 Dow Avenue Suite C-1

Tustin, California 92780

Phone: (714) 730-5931

Fax: (714) 730-1697

Date: February 16, 2026

Owner/Client: Los Alamitos USD
10293 Bloomfield Street
Los Alamitos, CA 90650

Site Address: Oak ES
10821 Oak Street
Los Alamitos, CA 90720

Subject: Asbestos Inspection Specific to Roofing
(Oak MS Building N)

To whom it may concern:

Cardinal Environmental Consultants Inc. conducted an asbestos inspection at Oak MS at Los Alamitos USD. The inspection was prompted by the district for an upcoming re-roofing project. This survey is limited to the building N.

The school is a standard multibuilding site that consists of single level structures. The roofs are all typical built-up (multilayered) asphalt roofs. The buildings are connected by covered walkways, with a similar roof product.

All suspect materials to be impacted by the project were sampled in accordance with the regulations. Sampling methodology, laboratory report, and recommendations can be found on subsequent pages of this report.

Regulatory Compliance:

On February 13th, 2026, Cardinal Environmental Consultants Inc conducted an asbestos survey specific to roofing at Oak MS at Building N. The survey was completed in compliance with the federal AHERA (Asbestos Hazard Emergency Response Act) 40 CFR Part 763 subpart E. The Act and subsequent ASHERA illustrate procedures for sampling and reporting of asbestos information in public buildings. Ronald R McDaniel (CAC 1-2865) conducted this inspection.

Adherence to NESHAP (National Emission Standard for Hazardous Air Pollutants) has been achieved with compliance to South Coast Air Quality Management District's Rule 1403. SCAQMD is the local air quality district that regulates and monitors asbestos abatement activity in the region of this school.

Sampling Methodology – Asbestos:

Cardinal Environmental Consultants Inc. used several procedures from visual assessments to tangible assessments and a modified random sampling protocol to collect the samples of the suspect asbestos containing material. Cardinal's sampling procedures incorporate the use of plastic Ziploc bags, labeled with black permanent markers per a unique numbering sequence. One label with the suspect samples collected for this report was given a unique sample identification number. A second description was placed on the bulk sample log. Information about the sample, including the sample type and location was noted on the sheet as each sample was collected.

Asbestos: Any building material which contains asbestos in an amount greater than 1% by weight, area.

<1% Asbestos: Federal regulations and SCAQMD (South Coast Air Quality Management District) do not regulate asbestos at this percentage. Notifications to these agencies do not apply. However, OSHA regulations do apply. These are specific to "worker protection" issues. A contractor who is "DOSH certified" is required if removing more than 100 square feet. Federal and State regulations do not regulate the disposal of this type of construction debris with this level of asbestos. However, your local landfill may have a "zero tolerance" for any asbestos containing debris.

<1% ACM/ACCM Testing: The standard method for asbestos determination (EPA Method 600/R-93-116) is insufficient to determine asbestos content below 10%. The EPA has determined that the "method" is sufficient to determine above 10% and ND (or non-detect). It has allowed the "method" and laboratories to report findings between 1% and 10% which are all federally regulated amounts. To report <1%, the EPA requires 1,000-point count methods. Any asbestos survey that reports <1% without a point count will be considered by SCAQMD as ACM or federally regulated.

Suspect Asbestos-Containing Materials:

Samples of suspect Asbestos-containing materials were taken throughout the interior and exterior of the building. We were able to collect representative samples of all the building materials.

The following materials were tested:

- Roofing
- Roof penetration mastic

Results:

All samples were packaged and shipped to EmLab P&K, LLC (NVLAP 200757-0) 2841 Dow Avenue, Suite 300, Tustin, CA 92780 (866) 465-6653. The analysis procedure used to determine the presence of asbestos is outlined in the Code of Federal Regulations 40 CFR part 763, Section 1, Appendix A, Polarized Light Microscopy.

The following tables depict asbestos at the school. The investigator has reviewed the results and construction of the buildings and adjusted the locations, and the quantities based on “homogeneous areas.” AHERA can require the like areas in type, construction, and use (that test positive for asbestos) be combined with other similar areas. Therefore, some areas may not be specifically tested for asbestos but be included in an area of asbestos. Likewise, an area that has tested negative for asbestos could be included in the asbestos table because of the definition of “homogeneous area.”

Subsequent tables in this document depict what was sampled and the outcome of each. Those subsequent tables should be used for clarification and not for quantification of asbestos.

Asbestos:

Results	Material	Location	Quantity
No Asbestos Detected	Roofing/and Roof Mastic	Roof	NA

Summary:

Cardinal aggressively searched the building for asbestos containing materials. The lab data confirms that no ACM, no ACCM, nor assumed asbestos containing materials are located in the structure.

It should be noted that during demolition there is always the possibility of uncovering suspect ACM. Demolition supervisors are required to have asbestos training to enable them to spot these situations and take the appropriate actions. Additionally, this survey is required to be on-site during demolition activities, and that the supervisor is competent in reading and understanding the survey.

Sincerely yours,

**CARDINAL ENVIRONMENTAL CONSULTANTS INC.,
A California Corporation**

By:

Ronald R. McDaniel

Ron@CardinalEnvironmental.org

California Certified Asbestos Consultant #01-2865 (3/9/27)

CDPH Certified Lead Inspector/Assessor and Project Monitor/Designer #3599

Certified Microbial Consultant by American Indoor Air Quality Council

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant
Ronald McDaniel

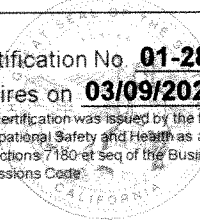


Name

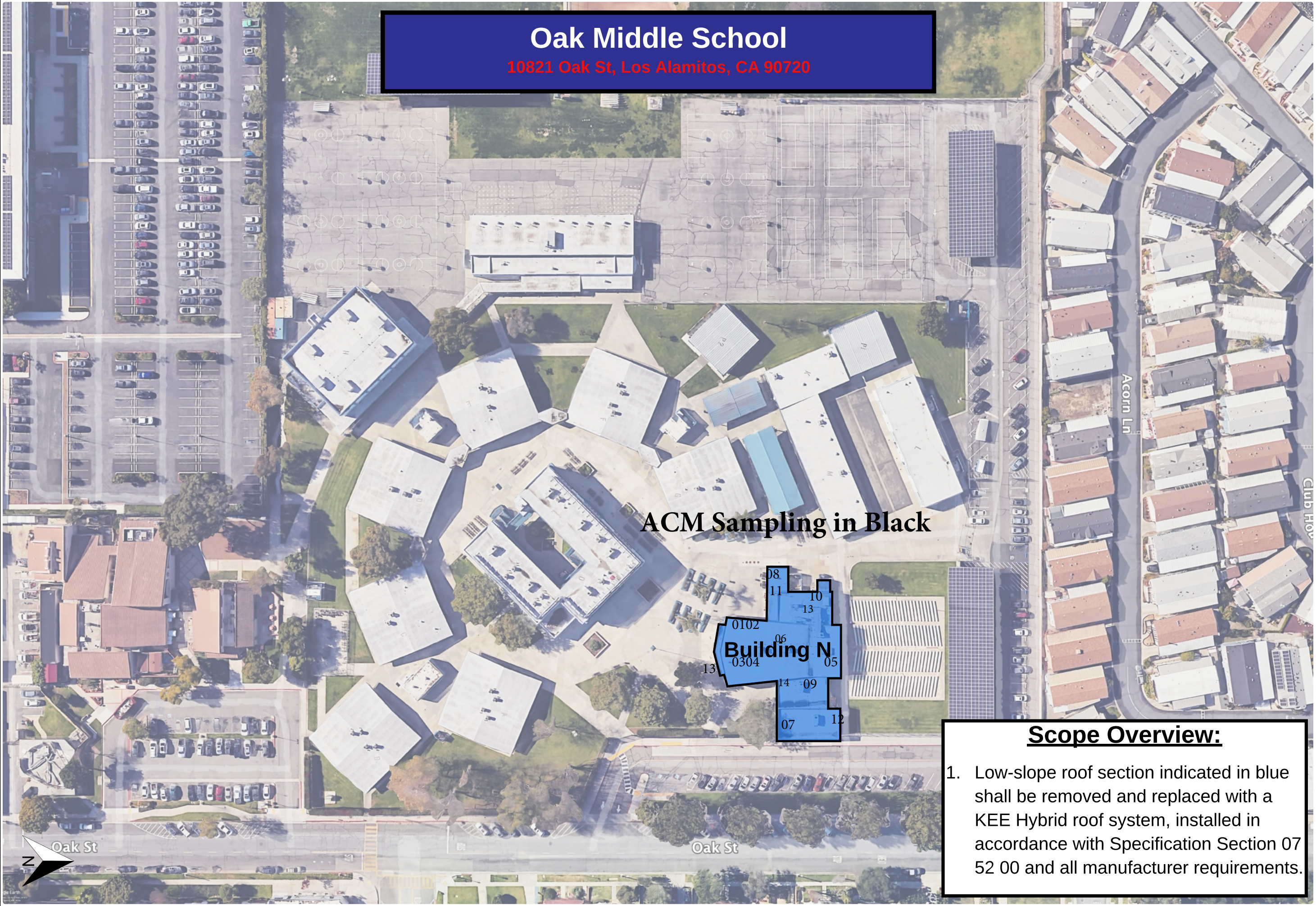
Certification No. **01-2865**

Expires on **03/09/2027**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.



Diagram(s)



Oak Middle School

10821 Oak St, Los Alamitos, CA 90720

ACM Sampling in Black



- Scope Overview:**
1. Low-slope roof section indicated in blue shall be removed and replaced with a KEE Hybrid roof system, installed in accordance with Specification Section 07 52 00 and all manufacturer requirements.



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

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No.	Date	Revision Desc.
0	07/16/24	0



Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720

OAK
MS

B-4

Sampling Table

Date:

February 13th, 2026

Client:

Los Alamitos USD (Oak MS)

Location:

10821 Oak Street, Los Alamitos, CA 90650

Technician: Ronald McDaniel

Analysis Polarized Light Microscopy

Type: Code of Federal Regulations 40

Building #	Material	Sample #	Results	Condition	F/NF	Sample Location
Building N	Roofing	OMS-01	ND	Good	NF	Upper Roof
Building N	Roofing	OMS-02	ND	Good	NF	Upper Roof
Building N	Roofing	OMS-03	ND	Good	NF	Upper Roof
Building N	Roofing Mastic	OMS-04	ND	Good	NF	Upper Roof
Building N	Roofing Mastic	OMS-05	ND	Good	NF	Upper Roof
Building N	Roofing Mastic	OMS-06	ND	Good	NF	Upper Roof
Building N	Roofing	OMS-07	ND	Good	NF	Lower Roof
Building N	Roofing	OMS-08	ND	Good	NF	Lower Roof
Building N	Roofing	OMS-09	ND	Good	NF	Lower Roof
Building N	Roofing	OMS-10	ND	Good	NF	Lower Roof
Building N	Roofing Mastic	OMS-11	ND	Good	NF	Lower Roof
Building N	Roofing Mastic	OMS-12	ND	Good	NF	Lower Roof
Building N	Roofing Mastic	OMS-13	ND	Good	NF	Lower Roof
Building N	Roofing Mastic	OMS-14	ND	Good	NF	Lower Roof

Lab Results

Report for:

Ron McDaniel
Cardinal Environmental
2681 Dow Avenue Ste. C1
Tustin, CA 92780

Regarding: Eurofins Built Environment Testing West, LLC
Project: Oak Middle School; Building N Roof
EML ID: 4415781

Approved by:



Approved Signatory
Danny Li

Dates of Analysis:
Asbestos PLM: 02-13-2026

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 200757-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Cardinal Environmental
 C/O: Ron McDaniel
 Re: Oak Middle School; Building N Roof

Date of Sampling: 02-13-2026
 Date of Receipt: 02-13-2026
 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Total Samples Submitted: 14

Total Samples Analyzed: 14

Total Samples with Layer Asbestos Content > 1%: 0

Location: OMS-01, Upper Roofing

Lab ID-Version‡: 22156454-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Tar and Felt	ND
Composite Non-Asbestos Content:	15% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: OMS-02, Upper Roofing

Lab ID-Version‡: 22156455-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Tar and Felt	ND
Beige Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: OMS-03, Upper Roofing

Lab ID-Version‡: 22156456-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Tar and Felt	ND
Beige Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Cardinal Environmental
 C/O: Ron McDaniel
 Re: Oak Middle School; Building N Roof

Date of Sampling: 02-13-2026
 Date of Receipt: 02-13-2026
 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: OMS-04, Upper Pen Mastic

Lab ID-Version‡: 22156457-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: OMS-05, Upper Pen Mastic

Lab ID-Version‡: 22156458-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: OMS-06, Upper Pen Mastic

Lab ID-Version‡: 22156459-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: OMS-07, Lower Roofing

Lab ID-Version‡: 22156460-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Tar and Felt	ND
Beige Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

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Client: Cardinal Environmental
 C/O: Ron McDaniel
 Re: Oak Middle School; Building N Roof

Date of Sampling: 02-13-2026
 Date of Receipt: 02-13-2026
 Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: OMS-08, Lower Roofing

Lab ID-Version‡: 22156461-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Tar and Felt	ND
Beige Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: OMS-09, Lower Roofing

Lab ID-Version‡: 22156462-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Tar and Felt	ND
Beige Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: OMS-010, Lower Roofing

Lab ID-Version‡: 22156463-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Tar and Felt	ND
Beige Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Poor

Location: OMS-011, Lower Pen Mastic

Lab ID-Version‡: 22156464-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

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Client: Cardinal Environmental
C/O: Ron McDaniel
Re: Oak Middle School; Building N Roof

Date of Sampling: 02-13-2026
Date of Receipt: 02-13-2026
Date of Report: 02-13-2026

ASBESTOS PLM REPORT

Location: OMS-012, Lower Pen Mastic

Lab ID-Version‡: 22156465-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: OMS-013, Lower Pen Mastic

Lab ID-Version‡: 22156466-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: OMS-014, Lower Pen Mastic

Lab ID-Version‡: 22156467-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

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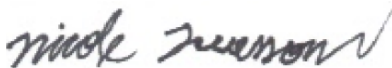
Client: Cardinal Environmental
C/O: Ron McDaniel
Re: Oak Middle School; Building N Roof

Date of Sampling: 02-13-2026
Date of Receipt: 02-13-2026
Date of Report: 02-13-2026

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Nicole Levenson

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CHAIN OF CUSTODY



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 Phoenix, AZ: 1501 West Knudsen drive, Phoenix, AZ 85027 • (602) 551-4902
 SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 • (650) 888-6653

Weather	Fog	Rain	Snow	Wind	Clear
None	☐	☐	☐	☐	☐
Light	☐	☐	☐	☐	☐
Moderate	☐	☐	☐	☐	☐
Heavy	☐	☐	☐	☐	☐

CONTACT INFORMATION

Company:	Cardinal Environmental Consultants Inc.	Address:	2681 Dow Ave., Suite C-1, Tustin Ca 92780
Contact:	Ron McDaniel	Special Instructions:	
Phone:	714 476 3361		

PROJECT INFORMATION

Project ID:	Oak Middle School	STD - Standard (DEFAULT)
Project Description:	Building A roof	ND - Next Business Day
Project Zip Code:	85027	SD - Same Business Day Rush
PO Number:		WH - Weekend / Holiday
Sample ID:		Notes: Rustus received after 2 pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

TURN AROUND TIME CODES (TAT)

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume / Area (as applicable)	Notes (Time of day, Temp, RH, etc.)
OMS-01	upper Roofing	CB	WH		
OMS-02	upper Roofing	CB	WH		
OMS-03	upper Roofing	CB	WH		
OMS-04	upper Pen Mastic	CB	WH		
OMS-05	upper Pen Mastic	CB	WH		
OMS-06	lower Roofing	CB	WH		
OMS-07	lower Roofing	CB	WH		
OMS-08	lower Roofing	CB	WH		
OMS-09	lower Roofing	CB	WH		
OMS-10	lower Pen Mastic	CB	WH		
OMS-11	lower Pen Mastic	CB	WH		

REQUESTED SERVICES (Use checkboxes below)

Non-Culturable	Culturable
Spore Trap Analysis	BioCassette™, Andersen, S&S, Swab, Water, Bulk, Dust, Soil, Contact Plates
Spore Trap Analysis - Other particles	
Direct Microscopic Exam (Qualitative)	
Quantitative Spore Count Direct Exam	
1-Media Surface Fungi (Genus ID + Asp. spp.)	
2-Media Surface Fungi (Genus ID + Asp. spp.)	
3-Media Surface Fungi (Genus ID + Asp. spp.)	
Culturable Air Fungi (Genus ID + Asp. spp.)	
Gram Stain & Counts (Culturable Air & Surface Bacteria)	
Legionella culture	
Total Coliform, E. coli (Presence/Absence)	
Membrane Filtration (specify organism):	
MPN Bacteria (specify organism):	
QuantiTray - Sewage Screen	
Asbestos Analysis - PCM Airborne Fiber Count (NIOSH 7400)	
Asbestos Analysis - PLM (EPA method 600/R-93-116)	
PCR (specify test):	

004415781



SAMPLE TYPE CODES	RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
BC - BioCassette™	ST - Spore Trap, Zefon, Allergenco, Burkard, ...	T - Tape, SW - Swab, SO - Soil		
AIS - Anderson	P - Potable Water	B - Bulk, O - Other		
SAS - Surface Air Sampler				
CP - Contact Plate				

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at <http://www.emlab.com/main/services/terms.html>

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES

10652 Reagan Street
Los Alamitos, CA 90720

Office: (562) 799-4592
Fax: (562) 799-4599



ROOFING AT VARIOUS SITES

Bid No. 2526-05

Bid Description
ROOFING AT VARIOUS SITES

Contact

Edwin Munguia, Director of Maintenance, Operations, and Transportation
Department - (562) 799-4592

Bid Deadline

February 19, 2026 at 1:00 p.m.
Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



TABLE OF CONTENTS

1. NOTICE TO CONTRACTORS CALLING FOR BIDS
2. INSTRUCTIONS TO BIDDERS
3. PRE-BID RFI FORM
4. CHECKLIST OF MANDATORY BID FORMS
5. BID FORM
6. DESIGNATION OF SUBCONTRACTORS
7. CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM
8. NON-COLLUSION DECLARATION
9. BID GUARANTEE FORM
10. BID BOND FORM
11. REQUEST FOR SUBSTITUTION AT TIME OF BID
12. ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM
13. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT
14. CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE
15. CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



NOTICE TO CONTRACTORS CALLING FOR BIDS

ROOFING AT VARIOUS SITES

BID NO. 2526-05

BID TIME, DATE AND PLACE:

- A. Bid Opening Time and Bid Deadline: February 19, 2026 at 1:00 p.m., Bids must be received prior to 1:00 p.m.
- B. Place of Bid Receipt and Bid Opening: List the Project Name: Bid Package 2526-05 – ROOFING AT VARIOUS SITES and email your proposal to FMOT@losal.org and aesmith@losal.org.
- C. Place of Bid Documents on File: Bid documents are available via the districts RFP page on the District website.

SUMMARY OF WORK:

The Scope of Work includes but is not limited to: Roofing at various campuses.

NOTICE:

- A. NOTICE IS HEREBY GIVEN that the Los Alamitos Unified School District acting by and through its Governing Board will receive sealed bids for the award of a contract for the above-named PROJECT prior to the bid deadline stated above.
- B. A mandatory bidders' information meeting will be conducted beginning at Los Alamitos High School, March 11, 2026 at 7:00 am. – report to Los Alamitos High School at 3591 W Cerritos Ave, Los Alamitos, CA 90720. No bid shall be accepted from any bidder failing to attend the mandatory bidders' information meeting. All questions related to this project must be presented at the information meeting.
- C. BIDS shall be received in the place identified above and shall be opened and publicly read aloud at the above stated time and place. Whether or not bids are opened exactly at the time fixed in this notice, no bid will be received after the bid deadline.
- D. BID DOCUMENTS: Listed on the Districts RFP webpage on the District website.
- E. Each BIDDER must post a bid bond or cashier's check in the amount of 10% of the maximum amount of the bid with the bid if over \$25,000.
- F. In accordance with the provisions of the California Public Contract Code Section 3300, the District requires that the bidder possess the following classification(s) of contractor's license at the time the BID is submitted: A or B.
- G. Questions about this PROJECT should be submitted by February 17, 2026 at 1:00 p.m. via email to FMOT@losal.org.

The District has obtained from the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each trade, craft, classification, or type of work needed to execute the contract. Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular trade, craft, classification, or type of work employed on the project. Copies of schedules of rates so determined are available on the Internet at (<http://www.dir.ca.gov/oprl/DPReWageDetermination.htm>)

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



and are on file and available at the District Office address noted above. In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each jobsite. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time plus one-half. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract. In accordance with provisions of the Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

- H. All bidders and their subcontractors MUST be registered with the Department of Industrial Relations (DIR) and possess a current and valid DIR registration number at the time of bid submission.
- I. No Bid may be withdrawn until ninety (90) days after the Bid Opening Date.
- J. AWARD OF CONTRACT: The award of the Contract will be based on the following method of determining the lowest bid: The base bid amount only.

END

ADVERTISEMENTS:

1st run 2/4/2026

2nd run 2/11/2026



INSTRUCTIONS TO BIDDERS

- 1. PREPARATION OF BID FORM AND BIDDING PROCEDURES:** Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- 2. BID SECURITY:** Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.
- 3. SIGNATURE:** The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venture member.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



- 4. MODIFICATIONS:** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**
- 5. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.
- 6. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all others documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
- 7. WITHDRAWAL OF BIDS:** Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.
- 8. AGREEMENTS AND BONDS:** The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is two (2). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.
- 9. INTERPRETATION OF PLANS AND DOCUMENTS/PRE-BID CLARIFICATION:** If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Edwin Munguia, Director

Email: FMOT@losal.org

Phone: (562) 799-4592

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Bidder is responsible for the legibility of hand written requests.

10. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. AWARD OF CONTRACT: The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board pursuant to the terms and conditions of the Contract Documents including, but not limited to, the Supplementary or Special Conditions. The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the Owner may award the Contract to next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

12. BID PROTEST PROCEDURE: Any bidder may file a bid protest. The protest shall be filed in writing with the Director of Facilities, Maintenance, Operations, and Transportation not more than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent of Business or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Los Alamitos Unified School District
Business Services

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



10652 Reagan Street
Los Alamitos, CA 90720

- c. Appeal Review: The Assistant Superintendent of Business or their designee shall review the decision on the bid protest from the Director of Facilities, Maintenance, Operations, and Transportation and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
- d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13.ALTERNATES: If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

14.EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15.LISTING SUBCONTRACTORS: Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

16.WORKERS' COMPENSATION: In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Package.



17. CONTRACTOR'S LICENSE: To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the Owner.

18. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

19. PREFERENCE FOR MATERIALS AND SUBSTITUTIONS:

- a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
- b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:
 - i. Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
 - ii. Will entail no changes in detail, construction and scheduling of related work;
 - iii. Will be acceptable in consideration of the required design and artistic effect;
 - iv. Will provide no cost disadvantage to the District;
 - v. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 - vi. Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

20. DISQUALIFICATION OF BIDDERS AND PROPOSALS: More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.

21. UNBALANCED OR ALTERED BIDS: Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. EMPLOYMENT OF APPRENTICES: The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

23. NON-COLLUSION DECLARATION: Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

24. WAGE RATES, TRAVEL AND SUBSISTENCE:

- a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Owner to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the Owner, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

25. DIR REGISTRATION OF CONTRACTOR AND SUBCONTRACTORS: 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 the Labor Code, unless currently registered and qualified to perform public work pursuant to 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.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DI's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26.NO TELEPHONE OR FACSIMILE AVAILABILITY: No telephone or facsimile machine will be available to bidders on the Owner premises at any time.

27.OBTAINING BIDDING DOCUMENTS: Bidding Documents, may be obtained via email. Please send requests to FMOT@losal.org

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

28.ADDENDA: Clarification or any other notice of a change in the Bidding Documents will be issued only by the Los Alamitos Unified School District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

29.DEBARMENT: Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



MASTER SCHEDULE

DISTRICT: LOS ALAMITOS UNIFIED SCHOOL DISTRICT

PROJECT: ROOFING AT VARIOUS SITES

BID PACKAGE NO.: 2526-05

SOME OR ALL OF THE DATES AND TIMES SET FORTH IN THIS MASTER SCHEDULE ARE ANTICIPATED DATES AND TIMES AS OF THE DATE THE DISTRICT ISSUED THE NOTICE INVITING BIDS FOR THE PROJECT AND ARE SUBJECT TO CHANGE PRIOR TO AWARD OF THE CONTRACT. THE CONTRACTOR MUST COORDINATE THE SCHEDULE FOR COMPLETION OF THE WORK WITH THE DISTRICT TO ENSURE THAT THE WORK WILL NOT UNREASONABLY INTERFERE WITH DISTRICT OPERATIONS, AND, TO THAT END, THE DISTRICT MAY REQUIRE THAT CONTRACTOR PERFORM THE WORK DURING NON-SCHOOL HOURS, ON WEEKENDS AND/OR DURING SCHOOL HOLIDAYS AND OTHER BREAKS; PROVIDED THAT THE DISTRICT AND THE CONTRACTOR SHALL ENDEAVOR TO SCHEDULE REASONABLE BLOCKS OF TIME FOR PERFORMANCE OF THE WORK AS WILL BE COST-EFFICIENT FOR THE CONTRACTOR.

	<u>DATE</u>	<u>TIME</u>
Advertisement	February 4 and 11, 2026	N/A
Bid Documents Available	February 4, 2026	1:00 p.m.
Mandatory Job Walk	<i>As indicated in the notice calling contractors for bids or Addenda(s)</i>	<i>As indicated in the notice calling contractors for bids or Addenda(s)</i>
Bidder Clarification Request Deadline	<i>As indicated in the notice calling contractors for bids or Addenda(s)</i>	<i>As indicated in the notice calling contractors for bids or Addenda(s)</i>
Deadline for Final Addendum	<i>As indicated in the notice calling contractors for bids or Addenda(s)</i>	<i>As indicated in the notice calling contractors for bids or Addenda(s)</i>
Bid Opening	<i>As indicated in the notice calling contractors for bids and/or addenda</i>	<i>As indicated in the notice calling contractors for bids and/or addenda</i>
Notice of Intent	TBD	N/A
Award of Contract	TBD	N/A
Notice to Proceed	TBD	N/A
Preconstruction Meeting	TBD	TBD

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



Work to Commence	TBD	N/A
Work to Complete	TBD	

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



PRE-BID RFI FORM

PROJECT NAME: ROOFING AT VARIOUS SITES

PROJECT NUMBER: 2526-05

TO: Los Alamitos Unified School District

EMAIL: FMOT@losal.org

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:

RESPONSE TO CLARIFICATION:

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Bid Form
- ☐ Designation of Subcontractors
- ☐ Contractor's Certificate Regarding Workers Compensation
- ☐ Non-Collusion Declaration
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☐ Acknowledgment of Bidding Practices Regarding Indemnity
- ☐ Contractor's Certificate Regarding Drug-Free Work Place
- ☐ Disabled Veteran Business Enterprise (DVBE) Participation Statement
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



BID FORM

2526-05 ROOFING AT VARIOUS SITES

CONTRACTOR NAME: _____

ADDRESS: _____

TELEPHONE: () _____

FAX: () _____

EMAIL _____

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



TO: Los Alamitos Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself 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, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 2526-05 ROOFING AT VARIOUS SITES

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number 1	Number 2	Number 3	Number 4	Number 5	Number 6	Number 7	Number 8
Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.							

3. Being sufficiently experienced and qualified to perform the Work, Bidder hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for completion of the Project in strict conformity with the Bid Documents, in exchange for payment from the District of the total, all-inclusive amount(s):

Los Alamitos High School 500 / KIT approx. 16,500 sq'

Labor Cost:\$ Materials:\$ CMAS:\$ Total Cost:\$

Los Alamitos High School 502, 504, ASB, Engineering (Activities Excluded) approx. 9,000 sq'

Labor Cost:\$ Materials:\$ CMAS:\$ Total Cost:\$

Hopkinson Elementary E approx. 11,000 sq';

Labor Cost:\$ Materials:\$ CMAS:\$ Total Cost:\$

Hopkinson Elementary F approx. approx. 8,500 sq';

Labor Cost:\$ Materials:\$ CMAS:\$ Total Cost:\$

Lee Elementary E approx. 8,500sq';

Labor Cost:\$ Materials:\$ CMAS:\$ Total Cost:\$

Oak Middle School N approx. 11,500sq';

Labor Cost:\$ Materials:\$ CMAS:\$ Total Cost:\$

Rossmoor Elementary G3 approx. 1,200sq';

Labor Cost:\$ Materials:\$ CMAS:\$ Total Cost:\$

Lee Elementary J Portables approx. 3,800sq';

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



Labor Cost:\$ _____ Materials:\$ _____ CMAS:\$ _____ Total Cost:\$ _____

Lee Elementary P1 - P4 approx. 9,600sq'

Labor Cost:\$ _____ Materials:\$ _____ CMAS:\$ _____ Total Cost:\$ _____

CMAS Materials are being purchased by the District, the contractor is to purchase the balance as needed to complete the project(s). The District may award projects at their discretion. These nine (9) lines are being bid out as separate alternates and may be awarded to one or more contractors depending on the Districts budget. The District may not construct certain sites at their discretion.

4. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement or purchase order. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than 10% of the bid:
Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
6. The required List of Designated Subcontractors is attached hereto.
7. The required Non-Collusion Declaration is attached hereto.
8. The Substitution Request Form, if applicable, is attached hereto.
9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within 5 calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.
10. The names of all persons interested in the foregoing proposal as principals are as follows:

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number:

License Expiration Date:

Name on License:

Class of License:

DIR Registration Number:

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.
14. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:
- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
 - b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
 - c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
 - d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)
16. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided, and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()

Phone Number

()

Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor 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 Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



Scope of Work	Name of Subcontractor	Place of Business – City & State	License Type & Number	DIR Registration Number	E-Mail & Telephone*	Bid Amount

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



Scope of Work	Name of Subcontractor	Place of Business – City & State	License Type & Number	DIR Registration Number	E-Mail & Telephone*	Bid Amount

*This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder
Representative: _____

Address: _____

Phone: _____



CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

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

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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 _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



BID GUARANTEE FORM

Accompanying this proposal is a cashier's check payable to the order of the Los Alamitos Unified School District or a certified check payable to the order of the Los Alamitos Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ hereafter called "Surety"), are hereby held and firmly bound unto the Los Alamitos Unified School District (hereafter called "Owner") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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 the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 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 without limitation, attorneys' fees to be fixed by the court.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____

Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By _____

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an "or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under the General Conditions requirements for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to the General Conditions and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under the General Conditions. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under the General Conditions if the Contractor is awarded the Project.

NAME OF BIDDER: _____

BY: _____

DISTRICT: Los Alamitos Unified School District

BY: _____

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Los Alamitos Unified School District

RE: Bid Number 2526-05

CONTRACT: ROOFING AT VARIOUS SITES

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Los Alamitos Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- ☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$_____), which represents approximately _____ percent (____%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____



CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - b. The dangers of drug abuse in the workplace;
 - c. The person's or organization's policy of maintaining a drug-free workplace;
 - d. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - e. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Los Alamitos Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
SIGNATURE



CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
SIGNATURE

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2020 in the County of Orange of the State of California, by and between the Los Alamitos Unified School District, hereinafter called the "Owner" or the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Bid 2526-05 ROOFING AT VARIOUS SITES in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See General Conditions) of the Work within _____ calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See General Conditions). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ (\$_____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
DVBE
Non-Collusion Declaration
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
Acord Certificate of Insurance
General Conditions
Supplementary and or Special Conditions

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class A or B Contractor's License, issued by the State of California, which must be current and in good standing.

Los Alamitos Unified School District

AUXILIARY and SUPPORT SERVICES



IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Los Alamitos Unified School District

CONTRACTOR:

Assistant Superintendent, Business

Typed or Printed Name

Signature

Title

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

END OF BID DOCUMENTS