



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



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Mobile App



ITEM 11A

December 11, 2025

John Nunan, Chair
California Uniform Construction Cost
Accounting Commission
Office of the State Controller
P.O. Box 942850
Sacramento, CA 94250

Re: Request for Commission Review of the Practices Used by the Lompoc Unified School District (LUSD)

Dear Chair, Nunan and Commissioners:

On behalf of the Construction Industry Force Account Council (CIFAC), we respectfully submit this request for a review of the practices used by the Lompoc Unified School District (LUSD) on the 2025 Summer Roofing Projects, Contract # CA-R230404. We believe that the project was not formally advertised and bid according to Section 22037. Pursuant to Public Contract Code Section 22042.5, the Commission shall review the practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with section 22034 or 22037.

The LUSD utilized a cooperative purchasing agreement through a third-party vendor, OMNIA–TREMCO Partners, for roofing services at seven school sites, with a total contract amount of \$6,437,457. Cooperative purchasing is permitted under state law (Gov. Code § 6500); however, these agreements are not project-specific and typically comply only with the procurement requirements of the originating jurisdiction (in this case, Texas). CIFAC was able to locate an advertisement for the cooperative purchasing agreement in the *San Bernardino Sun* back in 2023 for construction/roofing services by OMNIA–TREMCO but no other advertisements took place for the actual project. In summary, while cooperative purchasing may be allowable for the acquisition of goods or certain services, it does not supersede the competitive bidding and notice provisions required under the Act for public works projects conducted by California Uniform Construction Cost Accounting Act signatories.

Background

CIFAC was contacted by a local roofing contractor regarding LUSD's intention to utilize this cooperative purchasing agreement in lieu of a formally advertised public works project. CIFAC contacted LUSD to express concern about the lack of project-specific advertising and in response, the Assistant Superintendent of Business stated, in relevant part:

“Your letter as the District understands, alleges that the Omnia contract was not properly advertised under the California Uniform Construction Cost Accounting Act (CUPCCAA) and so the District may not use the Omnia contract. The District does not agree with this analysis. As stated in the District’s agreement incorporating the Omnia contract, the Omnia contract was initially procured by the 4 Education Service Center (ECS) as the lead public agency on behalf of all participating public agencies. ESC is a Texas entity, not a California public agency subject to CUPCCAA. The Omnia website links to the ESC’s solicitation documents, advertising, and a due diligence questionnaire. Your letter alleges these documents do not demonstrate compliance with CUPCCAA, **but compliance with CUPCCAA is not the standard for a Texas entity and your letter does not allege that ECS did not comply with Texas law in procuring the Omnia contract.**”

The LUSD continued to move forward with the OMNIA-TREMCO agreement as intended.

Project Procurements by Third-Parties

At the January 13, 2023, CUCCAC Meeting during the general inquiry’s discussion, the Commissioners specifically discussed the use of “third-party procurements” on behalf of public agencies subject to the California Uniform Construction Cost Accounting Act (Act). The Commissioners opined that the participating agencies must ensure that third-party entities acting on their behalf comply with the Act’s requirements. The Commissioners asked the State Controller’s Office (SCO) to provide a legal opinion regarding this subject. The SCO’s subsequent legal opinion summarized that agencies signatory to the Act cannot use a third-party procurement agent to circumvent compliance with the Act’s requirements. *(CUCCAC minutes from January 23, 2023, meeting, Item 4C, page 6)*

State Controller’s Office Legal Opinion

“As a general doctrine of law, a third-party agent stands in the shoes of the principal (the hirer). The third-party agent is still restrained by all the laws and regulations as the principal, and likewise, the principal is liable for the acts of their third-party agent. Here, there is not really a gray area under the Act’s code or under the general legal doctrine. A signatory cannot use a third-party procurement agent to circumvent compliance with the Act. The best way to think about it is to understand that when a third-party agent acts on behalf of a principal, they act as though they are the principal.”

Lack of Required Advertising

Following CIFAC’s concerns, a Public Records Act request was submitted to the LUSD seeking project documentation related to the 2025 Summer Roofing Projects (Contract # CA-R230404). In response, the District provided **no documentation** showing that a notice inviting bids for this project was:

- Published in a newspaper of general circulation printed and published within LUSD’s jurisdiction; or
- Additionally noticed electronically (via facsimile or email) or by mail to all construction trade journals,

as required by Public Contract Code section 22036.

Based on the District’s written position and the lack of any project-specific advertising records, CIFAC believes that LUSD and its third-party procurement agent, OMNIA–TREMCO, did not comply with the advertising and competitive bidding requirements of the California Uniform Construction Cost Accounting Act and Public Contract Code § 22037. In our view, LUSD should have formally advertised this project in accordance with the Act’s provisions and should not have relied on a cooperative purchasing agreement that does not comply with the Act’s bidding and noticing requirements.

Request for Commission Review

In accordance with Public Contract Code section 22043(e), this request for Commission review is being submitted no later than eight business days from the date an interested party formally complained to the public agency.

CIFAC respectfully requests that the Commission:

1. Accept this as a formal request for review pursuant to Public Contract Code § 22042.5.
2. Review and evaluate whether LUSD’s use of the OMNIA–TREMCO cooperative purchasing agreement, and its failure to advertise the 2025 Summer Roofing Projects (Contract #CA-R230404), complied with §§ 22036, 22037, and the California Uniform Construction Cost Accounting Act; and
3. Issue findings, directives, or recommendations to ensure LUSD’s future compliance, as well as that of similarly situated agencies.

Summary of Complaint

CIFAC alleges that Lompoc Unified School District, a signatory agency under the California Uniform Construction Cost Accounting Act (CUPCCAA), proceeded with a \$6.4 million public works roofing project using a Texas-origin cooperative purchasing agreement rather than conducting its own publicly advertised bid process as required by §§ 22036 and 22037. This action potentially constitutes a violation of the Act’s uniform procedures for competitive bidding and notice.

Thank you for your consideration of this matter and for your continued work in upholding the integrity of the uniform construction cost accounting system.

We have notified the LUSD of our complaint and have attached a copy of that letter for your records. The point of contact receiving this notice for the LUSD is:

Douglas Sorum
Assistant Superintendent of Business Services
Lompoc Unified School District
1301 North A. St.
Lompoc, CA 93436
Phone: (805) 742-3200
Email: sorum.douglas@lUSD.org

Project Details

Project Name- 2025 Summer Roofing Projects: Contract # CA-R230404

Project Bid Date- None

Project Value- \$6,437,457

Project Scope: Roofing installation at seven different sites

Project Contractors: Craig Roofing Co. Inc., Chapman Coast Roof Co. Inc., Derrick Roofing, Inc.,

School Site	Contractor	Cost
C Ruth Elem	Craig Roof Co., Inc.	\$1,012,999
LVMS	Chapman Coast Roof Co., Inc.	\$ 197,364
Hapgood Elem	Chapman Coast Roof Co., Inc.	\$ 217,536
Fillmore Elem	Craig Roof Co., Inc.	\$1,268,172
El Camino Campus	Derrick' Roofing, Inc.	\$ 511,500
Los Berros VAPA	Craig Roof Co., Inc.	\$1,304,770
Cabrillo High School	Chapman Coast Roof Co., Inc.	\$1,925,116

The Construction Industry Force Account Council (CIFAC) is a non-profit organization representing contractors, contractor associations, and the various building trades. As such, we meet the definition of an "interested party" via Public Contract Code Section 22042.

Please contact Michelle Pickens or Tony Morelli, Southwestern Regional Compliance Manager, at mpickens@CIFAC.org or amorelli@CIFAC.org if you have any questions regarding this complaint.

Thank you,



Michelle Pickens
Construction Industry Force Account Council

TIMELINE OF EVENTS: Exhibit documents are identified as follows:

Exhibit A – May 27, 2025 – Lompoc USD Board of Education Meeting Agenda and Minutes

Exhibit B – June 18, 2025 – CIFAC initial inquiry email request for project advertising proof

Exhibit C – June 25, 2025 – CIFAC letter to LUSD citing potential Act violation and CUCCAC reference

Exhibit D – June 25–27, 2025 – LUSD email correspondence and written response

Concerning Exhibit's "E" and "F", please note that due to voluminous documentation provided by the District to the PRA request, CIFAC has chosen to highlight only one project: Clarence Ruth Elementary School.

Exhibits E–F – Clarence Ruth Elementary School documentation (Public Records Requests #1–2)

Exhibit G – San Bernardino County Sun advertisement (May 10 & 17, 2023)

Exhibit H – Lompoc USD Needs Assessment (2023–2028 Master Plan, July 2022 report by TREMCO)

Exhibit I – OMNIA–TREMCO Partners Brochure



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✉️ info@cifac.org

🌐 cifac.org

December 11, 2025

Douglas Sorum
Assistant Superintendent of Business
Services
Lompoc Unified School District
1301 North A. St.
Lompoc, CA 93436

Sent Via Certified Mail: December 11, 2025



Re: Request for Commission Review of the Practices Used by the Lompoc Unified School District (LUSD)

Dear Mr. Sorum,

This letter serves as formal notice that the Construction Industry Force Account Council (CIFAC) has requested a California Uniform Construction Cost Accounting Commission review of the Lompoc Unified School District's 2025 Summer Roofing Projects, Contract No. CA-R230404. It is our position that this project was not formally advertised and bid in accordance with Public Contract Code (PCC) section 22037. Pursuant to PCC section 22042.5, the Commission shall review the practices of any participating public agency where an interested party presents evidence that the agency is not in compliance with section 22034 or 22037.

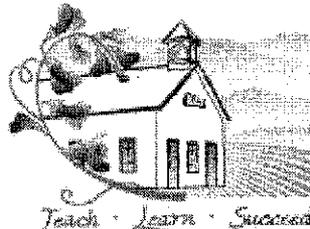
You may wish to contact the State Controller's Office at LocalGovPolicy@sco.ca.gov for additional information regarding the Commission's review procedures.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations, and the various building trades. Accordingly, CIFAC meets the definition of an "interested party" under PCC section 22042.

Sincerely,

Michelle Pickens





**LOMPOC UNIFIED
SCHOOL DISTRICT**

Regular LUSD Board Meeting - May 27, 2025 Agenda *

Tuesday, May 27, 2025 at 5:30 PM (Closed Session starts at 4:45 p.m.)

1301 North A Street, Lompoc, CA

The official copy of the agenda is posted at the entrance to the Education Center, 1301 North A Street, Lompoc, CA 93436. The agenda is posted 72 hours in advance of a regular meeting. The agenda and attachments may also be viewed online at www.lusd.org and will be posted by 4:30 p.m. on the Friday before a Tuesday Board meeting. The agenda for a special Board meeting is posted 24 hours in advance. The Governing Board encourages and invites the public to comment on agenda and non-agenda items.

Public comments may be submitted before the Board meeting via email to Shirley Edwards (edwards.shirley@lusd.org). These comments will be forwarded to the Board for review, but will not be read during the public comment period. Individuals wishing to hear their comments publicly must attend the meeting.

Requests to provide live comments to the Board must be submitted on the District's forms, which are located at the entrance to the Board Room. Individuals who do not provide a form will not be permitted to speak. Submissions on non-agenda items must be provided to Shirley Edwards before the Board President calls the public comment agenda item. Individual speakers will be limited to three minutes, and comments on a particular topic will be limited to 20 minutes.

If you need accessibility accommodations, please contact Shirley Edwards (edwards.shirley@lusd.org) at 805-742-3320 at least 24 hours before the meeting.

All Board meetings are conducted under Education Code Section 35145.5 and Board Bylaw BB 9320.

Members of the public are advised that all PAGERS, CELLULAR TELEPHONES, and any OTHER COMMUNICATION DEVICES are to be TURNED OFF upon entering the meeting.

Please click the link below to join the webinar:

https://www.youtube.com/channel/UCWdrvHvSH8U_imr3dMqeD0A/live

1. **CALL TO ORDER - Closed Session starts at 4:45 p.m .**
2. **OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS AGENDA FOR THE CLOSED SESSION (OPPORTUNITY WILL BE GRANTED LATER FOR OPEN SESSION ITEMS) - GOVERNMENT CODE SECTION 54954.3**
3. **ADJOURN TO CLOSED SESSION**

The Board will consider and may act upon the following items in closed session. Any

Additional copies are available upon request. (RESOURCE PERSON: Mr. Jaramillo) BOARD GOAL #1

9.14 **Approval of Purchase of IXL License for Grades 2-12**

The IXL site license for Math and English Language Arts at all school sites is being brought forward for Board approval. IXL is a standards-aligned program that will be used to support the individualized needs of all students in grades 2-12. Students will benefit from IXL through learning recovery and acceleration in both ELA and Math.

The fiscal impact is \$150,000 and will be funded through Learning Recovery Grant Funds.

Copies of the quote have been provided to Board members. Additional copies are available upon request. (RESOURCE PERSON: Mr. Jaramillo) BOARD GOAL #1

10. ACTION ITEMS

10.1 **Board Action on Closed Session Item 3.3, Student Discipline Case No. 2425-0429A**

(Student confidentiality protected per Education Code §§ 48918, 49073-49079, and 20 U.S.C. section 1232g (FERPA)). It is recommended the Board of Education approves the recommendation by District Administration.

The Board of Education is required to take action on student discipline in open session. The review of the student disciplinary case must be completed in closed session unless the parent or student requests an open session. (RESOURCE PERSON: Mr. Jaramillo) BOARD GOAL #4

Motion to approve recommendation by District Administration

10.2 **Adoption of Resolution - Pride Month**

The Board may adopt a Resolution recognizing the month of June as Pride Month, which is celebrated annually to recognize and celebrate the LGBTQIA+ community and their contributions to society. (RESOURCE PERSON: Mr. Caldeira) BOARD GOAL #4

[Pride Month Resolution 2025.pdf](#)

Motion to adopt Resolution

10.3 **Approval of Memorandum of Understanding (MOU) between Lompoc Unified School District (LUSD) and the Lompoc Federation of Teachers (LFT)**



The District and the LFT have a mutual interest in supporting our preschool special education SDC teachers by providing them one non-student day per month for purposes of, but not limited to, planning, preparations, professional development and job-alike meetings. (RESOURCE PERSON: Mr. Bommersbach) BOARD GOAL #3

[HR-141-LFT MOU Preschool SDC Teachers One Non-student Day per Month.pdf](#) 

Motion to approve MOU

10.4 **Approval of Memorandum of Understanding (MOU) between Lompoc Unified School District (LUSD) and California School Employees Association (CSEA)**

A Tentative Agreement was reached between LUSD and the California School Employees Association (CSEA) on March 26, 2025 on an MOU for layoff and reductions of Site Technology Support Assistants.

The agreement completed the 610 process, and CSEA unit members voted and approved on Wednesday, May 21, 2025.

It is recommended the Board approves the attached MOU. (RESOURCE PERSON: Mr. Jaramillo) BOARD GOAL #2

Motion to approve the MOU

10.5 **Approval to Utilize Piggyback Contract for Direct Purchase of Classroom Furniture Needs from Lakeshore Learning Materials – San Bernardino City Unified School District: Bid # 22-17 - Outdoor, Office and Classroom Furniture**

The District wishes to obtain Board approval to adopt the attached Resolution to utilize San Bernardino City Unified School District's piggyback contract (Bid # 22-17—Outdoor, Office and Classroom Furniture) that is good through December 8, 2025 for direct purchase of classroom furniture needs.

This piggyback contract will permit the Education Services Department to purchase 21st-century flex-space tables, chairs, a mobile book bin storage center, storage bins, and instructional supplies from Lakeshore.

The fiscal impact will not exceed \$300,000. The funding will come from the Pre-K Planning Grant and additional grants that the District receives.

A copy of the supporting documents has been provided to Board members. Additional copies are available upon request. (RESOURCE PERSON: Mr. Jaramillo) BOARD GOAL #1

[Board Resolution - Authorizing Piggyback Purchase of Lakeshore](#)



Motion to adopt Resolution

10.6

Approval to Contract Services under OMNIA Partners Contract Number CA-R230404 for Lompoc USD 2025 Summer Roofing Projects (PLACE HOLDER)

The District wishes to obtain Board approval to contract services under the OMNIA Partners Contract CA-R230404 for roofing improvements at various school sites. The scope of work includes all labor, materials, equipment, transportation, and any additional services necessary to complete the project successfully.

As detailed below by school site and contractor under OMNIA Partners Contract Number CA-R230404, the total fiscal impact for the roofing projects is \$6,437,457. The funding source is Building Fund #22, Measure M2024 Series A.

School Site	Contractor	Cost
C Ruth Elem	Craig Roof Co., Inc.	\$1,012,999
LVMS	Chapman Coast Roof Co., Inc.	\$ 197,364
Hapgood Elem	Chapman Coast Roof Co., Inc.	\$ 217,536
Fillmore Elem	Craig Roof Co., Inc.	\$1,268,172
El Camino Campus	Derrick' Roofing, Inc.	\$ 511,500
Los Berros VAPA	Craig Roof Co., Inc.	\$1,304,770
Cabrillo High School	Chapman Coast Roof Co., Inc.	\$1,925,116

A copy of the supporting documents has been provided to the Board members. Additional copies are available upon request. (RESOURCE PERSON: Mr. Sorum) BOARD GOALS #4 & #6

Motion to approve the contracting of services

10.7 **Approval of Job Description – College and Career Program Specialist**

Board approval is requested for the new job description for College and Career Program Specialist. Hiring for this position is dependent upon the district receiving grants for dual enrollment or college and career readiness. (RESOURCE PERSON: Mr. Bommersbach) BOARD

10.6

Motion 5246 - Approval to Contract Services under OMNIA Partners Contract Number CA-R230404 for Lompoc USD 2025 Summer Roofing Projects

MAY 27, 2025
MINUTES

The Board approved contracting of services under the OMNIA Partners Contract CA-R230404 for roofing improvements at various school sites. The scope of work includes all labor, materials, equipment, transportation, and any additional services necessary to complete the project successfully.

As detailed below by school site and contractor under OMNIA Partners Contract Number CA-R230404, the total fiscal impact for the roofing projects is \$6,437,457. The funding source is Building Fund #22, Measure M2024 Series A.

School Site	Contractor	Cost
C Ruth Elem	Craig Roof Co., Inc.	\$1,012,999
LVMS	Chapman Coast Roof Co., Inc.	\$197,364
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Fillmore Elem	Craig Roof Co., Inc.	\$1,268,172
El Camino Campus	Derrick' Roofing, Inc.	\$511,500
Los Berros VAPA	Craig Roof Co., Inc.	\$1,304,770
Cabrillo High School	Chapman Coast Roof Co., Inc.	\$1,925,116

Motion to approve the contracting of services - Pref vote - JD - Aye

* Moved by: LeAnne Woolever
Seconded by: Brenda Villa

Carried

Anthony Morelli

From: Anthony Morelli
Sent: Wednesday, June 18, 2025 11:30 AM
To: sorum.doug@lusd.org
Cc: acosta.teresa@lusd.org
Subject: ! Roofing Contract Awards -OMNIA Partners

Importance: High

Doug Sorum, Assistant Superintendent, Business Services
Lompoc Unified School District

Re: Lompoc USD 2025 Summer Roofing Projects, Omnia Partners CA-R230404

The Construction Industry Force Account Council (CIFAC) is a construction industry supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent, and objective process.

While reviewing the Lompoc USD Board meeting agenda of May 27, 2025 (Agenda item # 10.6) and researching for advertising/noticing sources to solicit for bids, I was unable to locate where/how the project was advertised/noticed. That said, can you please provide copies (Proof) of all sources of advertising for this project?

Thank you kindly for your assistance and cooperation.

Anthony Morelli
Southwest Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442
805-419-1543 Amorelli@CIFAC.org www.CIFAC.org



CIFAC
Construction Industry Force Account Council

Exhibit C

June 25, 2025

(Sent via email: edwards.shirley@lusd.org)

Mr. Doug Sorum, Assistant Superintendent, Business Services
Lompoc Unified School District
1301 North A Street
Lompoc, CA 93436

Re: 2025 Summer Roofing Projects, OMNIA Partners Contract CA-R230404

Mr. Sorum,

The Construction Industry Force Account Council (CIFAC) is a construction industry-supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a transparent and objective process.

While reviewing the Lompoc USD Board Meeting agenda of May 27, 2025, Agenda item# 10.6 for the above project, it appears that the District may not have properly advertised/noticed the project to solicit roofing contractors as required per the guidelines of the California Uniform Construction Cost Accounting Act (ACT), which the District elected to become subject to on June 14, 2026.

In researching for local advertising sources, CIFAC was unable to locate where/how the project was advertised/noticed. (*The District has not provided a response to my June 18, 2025, email concerning this*) In reviewing the OMNIA Partners site, it appears that Omnia only advertised the project in the San Bernardino Sun Newspaper back in May of 2023.

Unfortunately, The Lompoc USD has not satisfied the bidding requirements of the Act and Public Contract Code (PCC), Section 22037, which requires formal bid noticing within the jurisdiction of the District, including electronically notifying all local construction trade journals. The District's use of a third-party (Omnia) does not relieve the District of the Act's procurement requirements. (*See attached CUCCAC Third-Party Procurements and CUPCCAA, page 36*)

CIFAC is requesting that the District immediately rescind any/all executed contracts for the above projects and bid the project in accordance with the provisions of the Act and PCC 22037. Failure to do so would place the District in violation of the Act's procurement guidelines.

Should you need further clarification or have any questions, please contact me directly. Please advise as to action taken concerning this issue.

Thank you for your assistance, cooperation, and compliance.

Anthony Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
P.O. Box 2442 Camarillo, CA 93011-2442
(805) 419-1543 Amorelli@cifac.org www.CIFAC.org

Enclosures: PCC 22037 Formal bid requirements, CUCCAC Third-Party Procurements doc.

MICHELLE TUCKER, EXECUTIVE DIRECTOR
2420 Martin Road, Suite 250, Fairfield, CA 94534
+1 800 755 3354 +1 707 439 3810
info@cifac.org cifac.org



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Section: 22037.


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PUBLIC CONTRACT CODE - PCC
DIVISION 2. GENERAL PROVISIONS [1100 - 22355] (*Division 2 enacted by Stats. 1981, Ch. 306.*)

PART 3. CONTRACTING BY LOCAL AGENCIES [20100 - 22178] (*Part 3 added by Stats. 1982, Ch. 465, Sec. 11.*)

CHAPTER 2. Bidding on Public Contracts [22000 - 22045] (*Chapter 2 added by Stats. 1983, Ch. 1054, Sec. 1.*)

ARTICLE 3. Public Projects: Alternative Procedure [22030 - 22045] (*Article 3 added by Stats. 1983, Ch. 1054, Sec. 1.*)

22037. Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency; or, if there is no newspaper printed and published within the jurisdiction of the public agency, in a newspaper of general circulation which is circulated within the jurisdiction of the public agency, or, if there is no newspaper which is circulated within the jurisdiction of the public agency, publication shall be by posting the notice in at least three places within the jurisdiction of the public agency as have been designated by ordinance or regulation of the public agency as places for the posting of its notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036. The notice shall be sent at least 15 calendar days before the date of opening the bids. In addition to notice required by this section, the public agency may give such other notice as it deems proper.

(Amended by Stats. 2010, Ch. 62, Sec. 1. (AB 2184) Effective January 1, 2011.)

Third Party Procurements and CUPCCAA

Q: Often, we have come across agencies signatory to the Act, who have engaged a third party to handle the procurement process for them. We have observed that the third party is not following the required advertising/noticing guidelines as outlined in the Act. Are agencies required to follow the advertising/noticing guidelines as outlined in the ACT regardless of who they have engaged to handle the project procurement process on their behalf?

A: Chair Nunan's Response: I'm not sure that the code specifically addresses this situation as outsourcing is kind of a modern problem. However, common sense would dictate that the agencies in question are the ones that must ensure compliance with the Act and that would include making sure that any entity doing procurement on their behalf does as well. To utilize a "subcontracting" relationship to skirt the Act's guidelines violates its basic intent.

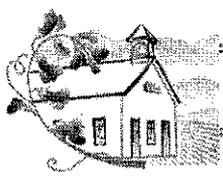
The contract between an agency and a third party for purposes of procurement should include language that notifies and requires the third party to adhere to the letter of the Act.

SCO may want to have the legal department to weigh in on this.

SCO Legal Response: Having taken a look at the inquiry, I concur with Chairman Nunan's response.

As a general doctrine of law, a third party agent stands in the shoes of the principal (the hirer). The third-party agent is still restrained by all the laws and regulations as the principal, and likewise, the principal is liable for the acts of their third-party agent.

Here, there is not really a gray area under the Act's code or under the general legal doctrine. A signatory cannot use a third-party procurement agent to circumvent compliance with the act. The best way to think about it is to understand that when a third-party agent acts on behalf of a principal, they act as though they are the principal.



LOMPOC UNIFIED SCHOOL DISTRICT

Trusting Relationships + High Expectations = Every Student Achieves

Clara Finneran
Superintendent
finneran.clara@luisd.org

June 27, 2025

VIA EMAIL

Franky Caldeira
Board President
caldeira.william@luisd.org

Anthony Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
Email: amorelli@cifac.org

Sarah Anne Read
Board Vice President
read.sarahanne@luisd.org

Re: OMNIA Partners Contract CA-R230404

Jeri Thiel
Board Clerk
tiel.jerri@luisd.org

Dear Mr. Morelli:

Tom Blanco
Board Member
blanco.tom@luisd.org

Lompoc Unified School District ("District") received your June 25, 2025, letter regarding the District's use of OMNIA Partners Contract CA-R230404 ("OMNIA Contract"). Your letter, as the District understands it, alleges that the OMNIA Contract was not properly advertised under the California Uniform Construction Cost Accounting Act ("CUPCCAA"), and so the District may not use the OMNIA Contract.

Janet Blevins
Board Member
blevins.janet@luisd.org

The District does not agree with this analysis. As stated in the District's agreement incorporating the OMNIA Contract, the OMNIA Contract was initially procured by Region 4 Education Service Center ("ESC"), as the lead public agency on behalf of all participating public agencies. ESC is a Texas entity, not a California public agency subject to CUPCCAA. The OMNIA website links to ESC's solicitation documents, advertising, and a due diligence questionnaire. Your letter alleges these documents do not demonstrate compliance with CUPCCAA, but compliance with CUPCCAA is not the standard for a Texas entity, and your letter does not allege ESC did not comply with Texas law in procuring the OMNIA Contract.

California Government Code section 6502 allows the District to use agreements procured by out-of-state agencies under the laws of another state, like the OMNIA contract. Section 6502 provides, in part, "two or more public agencies by agreement may jointly

exercise any power common to the contracting parties . . . It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised."

Thus, the District's agreement properly relied on the OMNIA Contract. The District will not be taking further action. Thank you for your interest in District projects.

Sincerely,



Douglas Sorum
Assistant Superintendent, Business Services

Anthony Morelli

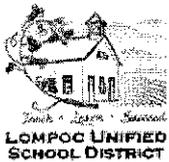
From: Douglas L. Sorum <sorum.douglas@lusd.org>
Sent: Friday, June 27, 2025 8:30 AM
To: Anthony Morelli
Cc: Shirley A. Edwards; Nilufer Jorgenson; Angelica L. Hernandez; Teresa E. Acosta
Subject: EXTERNALRE: EXTERNALRE: ! Roofing Contract Awards -OMNIA Partners
Attachments: Production CIFAC June 27, 2025.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Anthony Morelli,

The Lompoc Unified School District writes in response to your June 25, 2025 communication. Attached is the District's official response. We believe this completes our response to this matter.

Respectfully,



Douglas Sorum
Assistant Superintendent, Business Services
1301 North A. St. | Lompoc, CA 93436
Website 805-742-3200

From: Anthony Morelli <amorelli@cifac.org>
Sent: Wednesday, June 25, 2025 1:45 PM
To: Douglas L. Sorum <sorum.douglas@lusd.org>
Cc: Shirley A. Edwards <edwards.shirley@lusd.org>; Nilufer Jorgenson <jorgenson.nilufer@lusd.org>; Angelica L. Hernandez <hernandez.angelica@lusd.org>; Teresa E. Acosta <acosta.teresa@lusd.org>
Subject: RE: EXTERNALRE: ! Roofing Contract Awards -OMNIA Partners



EXTERNAL EMAIL

Thank you for your response.

Anthony Morelli
Southwest Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442

From: Douglas L. Sorum <sorum.douglas@lUSD.org>
Sent: Wednesday, June 25, 2025 1:17 PM
To: Anthony Morelli <amorelli@cifac.org>
Cc: Shirley A. Edwards <edwards.shirley@lUSD.org>; Nilufer Jorgenson <jorgenson.nilufer@lUSD.org>; Angelica L. Hernandez <hernandez.angelica@lUSD.org>; Teresa E. Acosta <acosta.teresa@lUSD.org>
Subject: EXTERNALRE: ! Roofing Contract Awards -OMNIA Partners

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Anthony Morelli,

The Lompoc Unified School District writes in response to your June 18 and June 25, 2025 communications. For future correspondence, please save this email address as the one used in your June 18 communication had a typo and was not received.

Staff at LUSD are looking into this matter and expect to have a response by July 9, 2025.

Respectfully,



Douglas Sorum
Assistant Superintendent, Business Services
1301 North A. St. | Lompoc, CA 93436
Website 805-742-3200

From: Anthony Morelli <amorelli@cifac.org>
Sent: Wednesday, June 25, 2025 12:47 PM
To: Shirley A. Edwards <edwards.shirley@lUSD.org>
Cc: Teresa E. Acosta <acosta.teresa@lUSD.org>
Subject: FW: ! Roofing Contract Awards -OMNIA Partners
Importance: High



EXTERNAL EMAIL

Shirley Edwards, Executive Assistant (Superintendent)
Lompoc Unified School District

Re: Lompoc USD 2025 Summer Roofing Projects, Omnia Partners Contract CA-R230404

Ms. Edwards,

Please see CIFAC's (Attached) letter concerning the above contract award.

Thank you kindly,

Anthony Morelli
Southwest Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442
805-419-1543 Amorelli@CIFAC.org www.CIFAC.org

From: Anthony Morelli
Sent: Wednesday, June 18, 2025 11:30 AM
To: sorum.doug@lUSD.org
Cc: acosta.teresa@lUSD.org
Subject: ! Roofing Contract Awards -OMNIA Partners
Importance: High

Doug Sorum, Assistant Superintendent, Business Services
Lompoc Unified School District

Re: Lompoc USD 2025 Summer Roofing Projects, Omnia Partners CA-R230404

The Construction Industry Force Account Council (CIFAC) is a construction industry supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent, and objective process.

While reviewing the Lompoc USD Board meeting agenda of May 27, 2025 (Agenda item # 10.6) and researching for advertising/noticing sources to solicit for bids, I was unable to locate where/how the project was advertised/noticed. That said, can you please provide copies (Proof) of all sources of advertising for this project?

Thank you kindly for your assistance and cooperation.

Anthony Morelli
Southwest Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442
805-419-1543 Amorelli@CIFAC.org www.CIFAC.org



CIFAC
Construction Industry Force Account Council

Via electronic email: sorum.douglas@lusd.org

Exhibit E

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

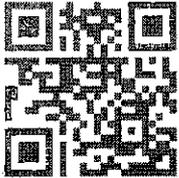
1.800.755.3354

info@cifac.org

cifac.org

September 10, 2025

Douglas Sorum, Assistant Superintendent, Business Services
Lompoc Unified School District
1301 North A Street
Lompoc, CA 93436



Re: Public Records Act request for documents related to:

OMNIA Partners -Tremco, Lompoc USD 2025 Summer Roofing Projects, Contract #: CA-R230404
(Contractors: Craig Roof Co., Inc., Chapman Coast Roof Co. Inc., and Derrick's Roofing, Inc.)

7-School Project sites: Clarence Ruth Elem. -Lompoc Valley Middle School -Haggood Elem.
-Fillmore Elem. -El Camino Campus -Los Berros VAPA Academy -Cabrillo High School

KwikCompli
Mobile App



Mr. Sorum,

The Construction Industry Force Account Council (CIFAC) is a construction industry supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent and objective process.

We have several questions concerning the above-mentioned project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies of executed contract(s) (CA-R230404) between Omnia Partners/Tremco and Lompoc USD.
2. Copies of estimate/proposal from the awarded contractor only, for each of the 7 school projects
3. Copies of all purchase orders, work orders, or contracts between district and contractors

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 7900 et seq. and, therefore, will expect a reply by September 22, 2025. Please contact me should you have any questions at (805) 419-1543. **(Documents may be sent via electronic mail)**

Sincerely,

Anthony Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442 Camarillo, CA 93011-2442
amorelli@cifac.org www.CIFAC.org
(805) 419-1543

PRA #1

Anthony Morelli

From: Douglas L. Sorum <SORUM.DOUGLAS@LUSD.ORG>
Sent: Wednesday, September 24, 2025 8:19 AM
To: Anthony Morelli
Cc: Shirley A. Edwards; Nilufer Jorgenson; Angelica L. Hernandez; Teresa E. Acosta; CPRA Request
Subject: EXTERNALRE: CA Public Records Act request

Exhibit E

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Anthony Morelli,

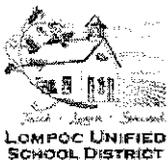
Thank you for your interest in the district. The Lompoc Unified School District writes in response to your September 10, 2025 request for documents under the California Public Records Act ("PRA") (Government Code Section 7920.000 et seq). Below is the district's response to your requests.

- Copies of executed contracts between Omnia Partners/Tremco and Lompoc USD.
 - **The District does not possess documents responsive to this request.**
- Copies of estimate/proposal from the awarded contractor only, for each of the seven school projects.
 - **Please see zip folder below.**
- Copies of all purchase orders, work orders, or contracts between LUSD and contractors.
 - **Please see zip folder below.**

 ROOFING - LOMPOC USD SUMMER 2025 ROOFING PROJECTS 1.zip

We believe this completes our response to this matter.

Respectfully,



Douglas Sorum
 Assistant Superintendent, Business Services
 1301 North A. St. | Lompoc, CA 93436
 Website 805-742-3200

From: Douglas L. Sorum
Sent: Wednesday, September 10, 2025 1:03 PM
To: Anthony Morelli <amorelli@cifac.org>

Re: Proposal for LOMPOC USD 2025 SUMMER ROOFING PROJECTS
Omnia Partners Customer Proposal No. CA-R230404

Dear _____,

Having carefully examined the instructions for quotations, project specifications, drawings, supporting documents and addenda issued prior to this date, we propose to furnish all labor, materials, equipment, transportation and other services required to successfully accomplish the work in accordance with the project documents.

This proposal and any work performed related to this proposal will be provided in accordance with the project documents and the terms, conditions and criteria established by Omnia Contract No. R23404 - Roofing Products and Services. The Proposer will be solely responsible for delivering the project in accordance with Omnia Contract No. R23404 and the project documents.

Example

* A. Quotation #1 - Roofing Improvement at Clarence Ruth Elm. School:	\$ 1,012,999.00
B. Quotation #2 - Roofing Improvement at Lompoc Valley Middle School:	\$ No Bid .00
C. Quotation #3 - Roofing Improvement at Hapgood Elm. School:	\$ No Bid .00
* D. Quotation #4 - Roofing Improvement at Fillmore Elm. School:	\$ 1,268,172.00
E. Quotation #5 - Roofing Improvement at El Camino Adult School (Including \$30,000m dry-rot Allowance):	\$ 809,160.00
* F. Quotation #6 - Roofing Improvement at Los Berros Elm. School:	\$ 1,304,770.00
G. Quotation #7 - Roofing Improvement at Cabrillo High School:	\$ No Bid .00

H. Addendum: The Proposer has received addendum numbers 142 and incorporated provisions of such addendums in this quotation.

I. The Proposer acknowledges scheduling for the construction of the specified project, which includes pre-construction activities, construction per major discipline, completion, project close out and commissioning.

The owner and their representatives reserve the right to waive any irregularities, to reject any or all Proposals, or to accept any Proposal.

Executed on MAY 21st, 2025.

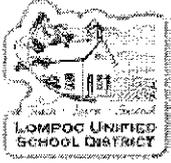
CRAIG ROOF CO, INC.
Contractor

Taxpayer I.D. No.: 77-0432124

By: MICHAEL SONACCO

Telephone No.: 805-966-5331





Lompoc Unified School District
 Address all invoices to the Accounting Department:
 P.O. Box 8000
 Lompoc, CA 93438-8000
 (805) 742-3190 FAX (805) 737-1708
 EMAIL INVOICES TO ACCOUNTING@LUSD.ORG

PURCHASE ORDER

NO. PO25-04347

VENDOR: #003124/1
 CONTACT MICHAEL SORACCO
 (805) 966-5331

CRAIG ROOF COMPANY, INC.
 P.O. BOX 4520
 SANTA BARBARA, CA 93140

SHIP TO: C Ruth Elementary School
 501 North W. St
 Lompoc, CA 93436

 (805) 742-2500

PO Date 06/12/2025	F.O.B.	Ship Via	Tax Rate 8.7500	Terms	Required by
Requisition # R25-04871	Requisition Date 06/05/2025	Requisitioner Nilufer Jorgenson	Site BSSV	Room C. RUTH	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	LOT	BOARD APPROVED: 5/27/25 EMAIL PO TO: ADMINASSIST@CRAIGROOF.COM INCORPORATING OMNIA CONTRACT # R230404 ROOFING IMPROVEMENT AT <u>CLARENCE RUTH ELEMENTARY SCHOOL</u> The scope of work includes all labor, materials, equipment, transportation and any additional services necessary DIR ID# 20250583811	\$ 1,012,999.00	\$ 1,012,999.00

IMPORTANT REMINDERS:

- Itemized invoices in duplicate.
- Enclose packing list with ALL shipments.
- No deviation in price or substitution in kind permitted.
- All deliveries F.O.B. destination unless otherwise specified. If freight is to be charged, prepay and add to invoice.
- THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR ALL TOXIC MATERIALS. PLEASE ENCLOSE WITH INVOICE.
- This Purchase Order number must be printed on all invoices, packing lists, correspondence, and on all boxes, cartons or packages.
- School districts are not subject to Federal Excise Tax. Exemption certificates furnished upon request.

Order Sub-Total	\$	1,012,999.00
Sales Tax		.00
Shipping		.00
Adjustment		.00
Order Total	\$	1,012,999.00

Authorized Signature

NO. PO25-04347

**AGREEMENT INCORPORATING OMNIA CONTRACT FOR
ROOFING PROJECT AT CLARENCE RUTH ELEMENTARY SCHOOL
AND RELATED PRODUCTS AND SERVICES UNDER
JOINT POWERS AGREEMENT CONTRACT PRICING AND PROVISIONS**

This Agreement ("Agreement") is entered into on **May 28, 2025**, by and between the **Lompoc Unified School District** ("District") and **Craig Roof Co, Inc.** ("Vendor") (collectively referred to as the "Parties" and individually as a "Party") in order to incorporate the **OMNIA Partners, Public Sector Contract #R230404**, as follows:

RECITALS

WHEREAS, the District wishes to procure certain roofing materials, including related labor and installation for **Clarence Ruth Elementary School** (the "Project"), from Vendor in a cost-effective manner;

WHEREAS, the U.S. Communities Government Purchasing Alliance and National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA Partners") is an intergovernmental cooperative purchasing organization formed for the purpose of jointly exercising powers common to OMNIA Partners members to secure Master Intergovernmental Cooperative Purchasing Agreements ("MICPA") for members in accordance with formal competitive solicitation and selection;

WHEREAS, the District was approved to become a participating public agency member of OMNIA Partners on January 2, 2001;

WHEREAS, Region 4 Education Service Center (ESC), as the lead public agency on behalf of all participating public agencies under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA), issued a Request for Proposals (RFP) for Roofing Products, Services, and Job-Order-Contracting Services, identified as RFP #23-04. Following a competitive solicitation process, Region 4 ESC awarded Contract No. R230404 to Weatherproofing Technologies Inc. ("WTI"), effective November 1, 2023, providing participating public agencies the opportunity to procure roofing products and services under the terms of the contract ("OMNIA Contract");

WHEREAS, Contract #R230404 began on November 1, 2023, and runs through October 31, 2026, with options to renew for two additional one-year periods through October 31, 2028;

WHEREAS, the District, pursuant to Section 6500 *et seq.* of the California Government Code, desires to utilize the OMNIA Contract for the Project;

WHEREAS, Vendor is in WTI's contractor network under the OMNIA Contract;

WHEREAS, Vendor agrees to provide the District with the necessary materials and services to complete the roofing project at Clarence Ruth Elementary School in accordance with the OMNIA Contract;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. The OMNIA Contract #R230404 and all documents referenced therein.
 - 1.2. Vendor's proposal and quote to District for the Clarence Ruth Elementary School project, attached hereto as **Exhibit A**.
2. If any term in this Agreement conflicts with the OMNIA Contract, the OMNIA Contract shall control unless the term relates to price, delivery, or installation, in which case this Agreement shall control.
3. **Compensation.** The Project pricing is identified in **Exhibit "A,"** which is attached hereto and incorporated herein by reference. The **not-to-exceed** purchase price for the Project, including related materials, labor, and installation, shall be **One Million, Twelve Thousand, Nine Hundred Ninety-Nine Dollars and 00/100 (\$1,012,999.00)** (the "Contract Price"), as more specifically identified in **Exhibit "A."**
4. **Payment.** The District shall make payment to the Vendor within thirty (30) days after receipt of an undisputed invoice for (1) delivery of all materials to the District designated site, and (2) completion of installation and services to District's satisfaction.
5. **Pricing Acknowledgment and Certification.** Vendor hereby acknowledges and certifies that it is in WTI's contractor network under the OMNIA Contract, that the prices indicated herein and in the referenced documents are the prices indicated and/or authorized under the OMNIA Contract #R230404, and that the products and services sold hereunder are available under the OMNIA Contract.
6. **Delivery Schedule and Installation.**
 - 6.1. Vendor shall deliver all materials and complete installation according to a schedule to be agreed to by the Parties, **but no later than August 8, 2025.**
 - 6.2. Any additional delivery schedules shall be added only by amending this Agreement in a writing executed by duly authorized representatives of both Parties.
7. **Labor Code Requirements.** Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors to the extent applicable. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 7.1. **Registration:** Vendor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1, if applicable.

7.2. Certified Payroll Records: To the extent applicable, Vendor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while work is being performed and within 30 days after the final day of work performed, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor and/or each subcontractor in connection with the Work.

7.3. Labor Compliance: To the extent applicable, Vendor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

8. Disputes. Attachment 1 to this Agreement, setting forth the Public Contract Code sections 9204 and 20104 through 20104.6, is incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Vendor's right to bring a civil action against the District.

9. Bonds. Vendor shall not commence any delivery or installation services under this Agreement until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

10. Contractor's Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability (if applicable)	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

10.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

10.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

10.3. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

10.3.1. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

10.3.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

10.3.3. An endorsement stating that the District and its Governing Board,

agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

10.3.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

10.3.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.3.6. An endorsement stating that there shall be a waiver of any subrogation.

10.3.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

10.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. Indemnification. To the furthest extent permitted by California law, Vendor shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Vendor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Vendor's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Vendor proposes to defend the Indemnified Parties. Vendor shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Vendor's obligation pursuant to this Section includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein. Vendor's obligation to indemnify shall not be restricted to insurance proceeds. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Vendor from amounts owing to Vendor.

12. Limitation of District Liability. District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

13. Termination for Convenience. District shall also have the right in its sole discretion to terminate the Agreement and/or Vendor's right to perform the work of the Agreement for its own convenience upon District giving three (3) days' written notice thereof to the Vendor. In case of a termination for convenience, Vendor shall be paid for the actual cost for labor, materials, and services performed including, without limitation,

Vendor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise.

14. Miscellaneous Provisions.

14.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.

14.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by both Parties.

14.3. Each Party shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.

14.4. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the County in which the District's administrative offices are located.

14.5. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.

14.6. This Agreement may be executed in several counterparts. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED, and signed on the dates indicated below:

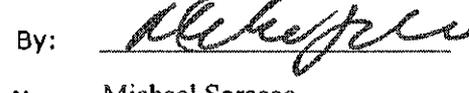
Lompoc Unified School District

Craig Roof Company, Inc.

Date: 6/9, 2025

Date: May 30th, 2025

By: 

By: 

Name: Doug Sorum

Name: Michael Soracco

Title: Assistant Supt., Business Svcs.

Title: Project Manager

Address:
1301 North A Street
Lompoc, CA 93436

Address:
132 Garden St. # T1
Santa Barbara, CA 93101



CIFAC
Construction Industry Force Account Council

Via electronic email: sorum.douglas@lusd.org

Exhibit F

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

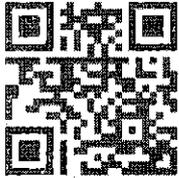
1.800.755.3354

info@cifac.org

cifac.org

September 18, 2025

Douglas Sorum, Assistant Superintendent, Business Services
Lompoc Unified School District
1301 North A Street
Lompoc, CA 93436



Re: **SECOND** -Public Records Act request for documents related to:

OMNIA Partners -Tremco, Lompoc USD 2025 Summer Roofing Projects, Contract #: CA-R230404
(Contractors: Craig Roof Co., Inc., Chapman Coast Roof Co. Inc., and Derrick's Roofing, Inc.)

7-School Project sites: Clarence Ruth Elem. -Lompoc Valley Middle School -Hagood Elem.
-Fillmore Elem. -El Camino Campus -Los Berros VAPA Academy -Cabrillo High School

KwikCompli
Mobile App



Mr. Sorum,

The Construction Industry Force Account Council (CIFAC) is a construction industry supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent and objective process.



We have several questions concerning the above-mentioned project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies of all change orders issued to contractors
2. Copies of all invoices submitted by contractors for payment
3. Copies of all payments made by District to contractors

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 7900 et seq. and, therefore, will expect a reply by September 29, 2025. Please contact me should you have any questions at (805) 419-1543. **(Documents may be sent via electronic mail)**

Sincerely,

Anthony Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442 Camarillo, CA 93011-2442
amorelli@cifac.org www.CIFAC.org
(805) 419-1543

Anthony Morelli

From: Douglas L. Sorum <SORUM.DOUGLAS@LUSD.ORG>
Sent: Thursday, October 2, 2025 3:16 PM
To: Anthony Morelli
Cc: CPRA Request; Nilufer Jorgenson; Angelica L. Hernandez
Subject: EXTERNALRE; CA Public Records Act request #2
Attachments: Chapman Coast Roof_CO #1 - Cabrillo HS.pdf; Chapman Coast Roof_CO #1 - Hapgood ES.pdf; Chapman Coast Roof_CO #1 - LVMS.pdf; Chapman Coast Roof_CO #2 - Hapgood ES.pdf; Chapman Coast Roof_CO #2 - LVMS.pdf; Craig Roof_CO #1 - Clarence Ruth ES.pdf; Craig Roof_CO #1 - Fillmore ES.pdf; Craig Roof_CO #1 - Los Berros ES.pdf; Craig Roof_CO #2 - Clarence Ruth ES.pdf; Craig Roof_CO #2 - Los Berros ES.pdf; Craig Roof_CO #3 - Los Berros ES.pdf; Derrick's Roofing_CO# 1 - El Camino Adult School_Signed.pdf; Invoices and Payments.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Anthony Morelli,

The Lompoc Unified School District writes in response to your September 18, 2025 request for documents under the California Public Records Act ("PRA") (Government Code Section 7920.000 et seq.) Below is the district's response to your requests.

- A. Copies of all change orders issued to contractors
 - Please see attached
- B. Copies of all invoices submitted by contractors for payment
 - Please see attached
- C. Copies of all payments made by District to contractors
 - Please see attached

We believe this completes our response to this matter.

Respectfully,



Douglas Sorum
 Assistant Superintendent, Business Services
 1301 North A. St. | Lompoc, CA 93436
 Website 805-742-3200

From: Douglas L. Sorum
Sent: Friday, September 19, 2025 11:57 AM
To: Anthony Morelli <amorelli@cifac.org>

Cc: CPRA Request <CPRArequest@lusd.org>; Nilufer Jorgenson <jorgenson.nilufer@lusd.org>

Subject: RE: CA Public Records Act request #2

Dear Anthony Morelli,

The Lompoc Unified School District writes in response to your September 18, 2025 request for documents under the California Public Records Act ("PRA") (Government Code Section 7920.000 et seq.) In your request, you seek the following records related to LUSD's 2025 Summer Roofing Projects be delivered electronically to the email address amorelli@cifac.org:

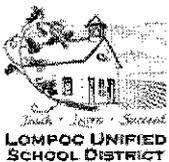
- Copies of all change orders issued to contractors
- Copies of all invoices submitted by contractors for payment
- Copies of all payments made by District to contractors

The PRA requires public agencies to provide non-privileged, non-exempt documents in response to a request that reasonably identifies a public record or records. The PRA does not require public agencies to make responsive, disclosable documents available within a certain time or by a set date established by the requestor. Rather, the PRA requires, under normal circumstances, that the public agency determine, within ten days of receipt of the request, whether the request seeks disclosable public records in possession of the agency.

The District has determined that it possesses documents responsive to your requests. Please be advised that the District will withhold documents that are exempt from disclosure under the PRA. Specifically, the District will withhold documents that are subject to the attorney-client privilege (Cal. Gov. Code § 7927.705), notes, drafts, memorandum, or other materials reflecting deliberative or decision-making processes (Cal. Gov. Code § 7927.500), and records where the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Cal. Gov. Code § 7922.000).

The District anticipates producing the documents on or before October 2, 2025.

Respectfully,



Douglas Sorum
Assistant Superintendent, Business Services
1301 North A. St. | Lompoc, CA 93436
[Website 805-742-3200](http://www.lusd.org)

From: Anthony Morelli <amorelli@cifac.org>

Sent: Thursday, September 18, 2025 5:23 PM

CHANGE ORDER FORM

Lompoc Unified School District
 1301 North A Street
 Lompoc, CA 93436

CHANGE ORDER NO.:
1

CHANGE ORDER

Project: ROOFING IMPROVEMENT AT CLARENCE RUTH ES
Bid No.: _____

Date: 8/5/2025
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: LOMPOC USD
 [Name / Address]
1301 North A Street
Lompoc, CA 93436

Contractor: CRAIG ROOF CO., INC.
 [Name / Address]
P.O. Box 4520
Santa Barbara, CA 93140

Architect: _____
 [Name / Address]

Project Inspector: DAN SILVIA
 [Name / Address] TREMLO CPG

Reference	Description	Cost	Days Ext.
PCO # 1 Requested by: Performed by: Reason:	Labor to Remove ACM Lompoc USD B & M Tear Off Labor to Remove ACM	\$ 50,613.00	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$ -	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$ -	
Contract time will be adjusted as follows:		Original Contract Amount:	\$ 1,012,999.00
Previous Completion Date: <u> </u> [Date]	[#] Calendar Days Extension (zero unless otherwise indicated)	Amount of Previously Approved Change Order(s):	\$ 0
Current Completion Date: <u> </u> [Date]		Amount of this Change Order:	\$ 50,613.00 /
		Contract Amount:	\$ 1,063,612.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for

LOMPOC UNIFIED SCHOOL DISTRICT

**CHANGE ORDER FORM
 DOCUMENT 00 63 63-1**

completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

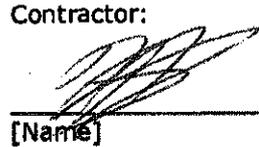
It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:


[Name] Douglas Sorum Date 8/12/2025

Contractor:


[Name] Date 8/10/25

Architect:

N/A

[Name] _____ Date _____

Project Inspector:


[Name] Daniel Gilday Date 8/12/25

END OF DOCUMENT

CHANGE ORDER FORM

Lompoc Unified School District
 1301 North A Street
 Lompoc, CA 93436

CHANGE ORDER NO. :
2

CHANGE ORDER

Project: ROOFING IMPROVEMENT AT CLARENCE RUTH ES
Bld No.: _____

Date: 8/5/2025
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: LOMPOC USD
 [Name / Address]
1301 North A Street
Lompoc, CA 93436

Contractor: CRAIG ROOF CO., INC.
 [Name / Address]
P.O. Box 4520
Santa Barbara, CA 93140

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # 1 Requested by: Performed by: Reason:	Labor to Remove ACM Lompoc USD B & M Tear Off Labor to Remove ACM	\$50,613.00	
PCO # Requested by: Performed by: Reason:	Nails & Labor to Replace Damaged Wood Lompoc USD Craig Roof Co. Replace Damaged Wood	\$25,892.36	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$ -	
Contract time will be adjusted as follows:		Original Contract Amount:	\$1,012,999.00
Previous Completion Date: [Date]	[#] Calendar Days Extension (zero unless otherwise indicated)	Amount of Previously Approved Change Order(s):	\$50,613.00
Current Completion Date: [Date]		Amount of this Change Order:	\$25,892.36
		Contract Amount:	\$1,089,504.36

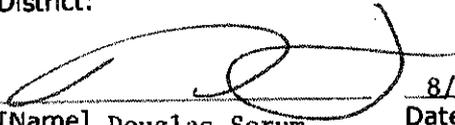
The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:



[Name] Douglas Sorum Date 8/29/25

Contractor:



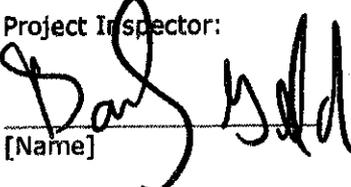
[Name] Date 8/12/25

Architect:

N/A

[Name] Date

Project Inspector:



[Name] Date 8.29.25

END OF DOCUMENT

Lompoc Unified School District
 1301 North A St, PO Box 8000
 Lompoc, CA 93438-8000
 (805) 742-3300

Organization: 41

ISSUE DATE 08/06/2025
 WARRANT NO 01-858192
 AMOUNT \$ 2,785,890.46

INVOICE NUMBER	REF NUMBER	COMMENT	AMOUNT
5020-1	PO25-04347	ROOFING IMPROVEMENT (RUTH/SERIES A - *	\$ 927,115.89
5021-1	PO25-04348	ROOFING IMPROVEMENT-FILMORE/SERIES A	891,117.86
5022-1	PO25-04349	ROOFING IMPROVEMENT-LDS BERROS/SERIES A	967,656.71

[Handwritten Signature] 8/7/25

Vendor # D03124 CRAIG ROOF COMPANY, INC Total Paid \$ 2,785,890.46

BANK OF AMERICA 1220 SANTA BARBARA CA DAY DEPOSIT CLEARING SCHOOL COMMERCIAL THE TREASURER OF SANTA BARBARA COUNTY	Lompoc Unified School District 1301 North A St, PO Box 8000, Lompoc, CA 93438-8000 (805) 742-3300	Warrant Number 01-858192 VOID 6 MONTHS AFTER DATE ISSUED DATE ISSUED 08/06/2025 AMOUNT \$****2,785,890.46
WILL PAY THE SUM OF Two Million Seven Hundred Eighty Five Thousand Eight Hundred Ninety And 46/100 Dollars ***** *****		
TO THE ORDER OF CRAIG ROOF COMPANY, INC PO BOX 4520 SANTA BARBARA, CA 93140		<i>Susan C. Salcido</i>

⑈01858192⑈ ⑆122000661⑆ 14472⑈52014⑈

Vendor		PO25-04347									
Craig Roof Company											
Site	Invoice #	Inv Date:	Fund Res. Yr. Goal/Funct	Object	Loc	Mgr	Unit	Amount			
Ruth Roofing Improvement	5020-1	8/1/2025	22-807A-0-0000-8600	6274	120	CLDR	ROOF	927,115.89			
Total								\$ 927,115.89			
Craig Roof Company - Ruth Roofing Improvement Project Billing To Date: PO25-04348											
Site	Contract Price	8/1/2025									
Ruth Roofing Improvement	1,012,999.00	850,610.53									
Change Order #1-ACM Removal	50,613.00	50,613.00									
Change Order #2-Wood Replacement	25,892.36	25,892.36									
	\$1,089,504.36	\$927,115.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162,388.47
Signatures											
Sam											

ENTERED



ROOF COMPANY, INC.

P.O. Box 4520, Santa Barbara, CA 93140
Phone: (805) 966-5331 Fax: (805) 962-1168

CONTRACT INVOICE

Invoice#: 5020-1
Invoice Date: 08/01/2025
Due Date: 08/01/2025
Reference #: PO25-04347

TO: Lompoc Unified School District
Accounting Department
PO Box 8000
Lompoc CA 93438-8000

JOB # : 5020
PROJECT: Clarence Ruth ES - Roofing Improvem
501 North W. St.
Lompoc CA 93436

Original Contract:	1,012,999.00
Change Orders:	76,505.36
New Contract:	1,089,504.36
App#1 (90% Complete)	975,911.46
Less previously billed (gross):	- 0.00
Subtotal:	975,911.46
5.00 % Retention:	- 48,795.57
Amount of this application:	\$927,115.89

RECEIVED
AUG 01 2025
ACCOUNTING

We accept cash or check. Please mail your check to our PO Box listed above.

* ACH payment is discouraged due to fraud. Please verify all requests by calling our office at (805) 966-5331 *

Mailing Address:
P.O. Box 4520
Santa Barbara, CA 93140

Physical Address:
132 Garden Street, T1
Santa Barbara, CA 93101
Phone: (805) 966-5331 Fax: (805) 962-1168



SCHEDULE OF VALUES CONTRACT Invoice #: 5020 - 1

Project Name: **Lompoc USD - Clarence Ruth ES** Application No: **1**
 Purchase Order: **PO25-04347** Date: **8/1/2025**
 Subcontractor: **Craig Roof Company, Inc.** Period To: **7/31/2025**

a	b	c	d	e	f	g	h	i	j
Item NO.	Description of Work	CONTRACT AMOUNT	% COMPLETE	Work Completed	Work Completed	TOTAL COMPLETED columns e+f GROSS	BALANCE AFTER THIS APPLICATION GROSS	RETENTION CURRENTLY HELD THIS INVOICE	AMOUNT DUE
	Original Contract Amount	\$1,012,999.00		From Previous Applications	This Period				
1	Labor	\$320,374.00	80.0%	\$0.00	\$256,299.20	\$256,299.20	\$64,074.80	\$12,814.96	\$243,484.24
2	Materials	\$495,181.00	90.0%	\$0.00	\$445,662.90	\$445,662.90	\$49,518.10	\$22,283.15	\$423,379.76
3	Demo Roofing	\$173,420.00	100.0%	\$0.00	\$173,420.00	\$173,420.00	\$0.00	\$8,671.00	\$164,749.00
4	Bonds	\$24,024.00	100.0%	\$0.00	\$24,024.00	\$24,024.00	\$0.00	\$1,201.20	\$22,822.80
	Change Orders								
1	ACM Removal	\$50,613.00	100.0%	\$0.00	\$50,613.00	\$50,613.00	\$0.00	\$2,530.65	\$48,082.35
2	Wood Replacement	\$25,892.36	100.0%	\$0.00	\$25,892.36	\$25,892.36	\$0.00	\$1,294.62	\$24,597.74
		\$1,089,504.36	90%	\$0.00	\$975,911.46	\$975,911.46	\$113,592.90		
								CURRENT RET.	GROSS
								\$48,795.57	\$975,911.46
								PREVIOUS RET.	(GROSS)
								\$0.00	(\$48,795.57)
								RET. TO DATE	NET DUE
								\$48,795.57	\$927,115.89

PROPOSED CHANGE ORDER FORM

Lompoc Unified School District
 1301 North A Street
 Lompoc, CA 93436

PCO NO.:
1

Project: Clarence Ruth E.S.
 Bid No.: 025-04871
 RFI #:

Date: 7-21-25
 DSA File No.:
 DSA Appl. No.:

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	44892	
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	4483	
(f)	Subtotal		
(g)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(h)	Subtotal		
(i)	Add Overhead and Profit for Contractor , not to exceed five percent (5%) of Item (h)		
(j)	Subtotal		
(k)	Add Bond and Insurance , not to exceed two and one-half percent (2.5%) of Item (j)	1238	
(l)	TOTAL		
(m)	Time (zero unless indicated; "TBD" not permitted)	10	Calendar Days

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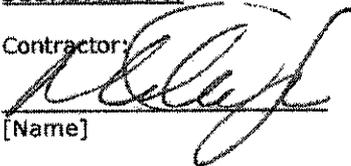
	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two and one-half percent (2.5%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar	_____ Days

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:


 [Name] 7/21/25
Date

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Lompoc Unified School District
1301 North A Street
Lompoc, CA 93436

PCO No.
2

Project: Clarence Ruth
Bid No.: _____
RFI #: _____

Date: 7-31-25
DSA File No.: _____
DSA Appl. No.: _____

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	2624 ⁹⁰	
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	20,340 ⁰⁰	
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	2296 ⁴⁴	
(f)	Subtotal		
(g)	Add General Conditions (If Time is Compensable) (attach supporting documentation)		
(h)	Subtotal		
(i)	Add Overhead and Profit for Contractor , not to exceed five percent (5%) of Item (h)		
(j)	Subtotal		
(k)	Add Bond and Insurance , not to exceed two and one-half percent (2.5%) of Item (i)	631 ⁵²	
(l)	TOTAL		
(m)	Time (zero unless indicated; "TBD" not permitted)	5	Calendar Days

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LOMPOC UNIFIED SCHOOL DISTRICT

PROPOSED CHANGE ORDER
DOCUMENT 00 63 57-1

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two and one-half percent (2.5%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

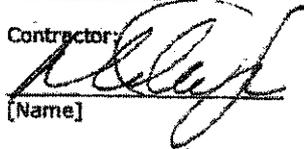
It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

[Name]

Date

 7/31/25

END OF DOCUMENT

LOMPOC UNIFIED SCHOOL DISTRICT

PROPOSED CHANGE ORDER
DOCUMENT 00 63 57-2



ROOF COMPANY, INC.

P.O. Box 4520, Santa Barbara, CA 93140
(805) 966-5331 Phone - (805) 962-1168 Fax
CA License 737309

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
CALIFORNIA CIVIL CODE SECTION 8132**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: Craig Roof Company, Inc.
Name of Customer: Lompoc USD
Job Location: Clarence Ruth ES - 501 N. V St, Lompoc
Owner: Lompoc USD
Through Date: 7/31/2025

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or materials delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived, and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Lompoc USD
Amount of Check: \$927,115.89
Check Payable to: Craig Roof Company, Inc.

Exceptions:

- This document does not affect any of the following:
- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but have not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): _____
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: Kristine Gutierrez
Claimant's Title: Controller
Date of Signature: 08/01/2025

San Bernardino County Sun

473 E. Carnegie Dr, Ste 200
San Bernardino, CA 92408
909-386-3864
Fax 909-884-2536
sbsunlegals@inlandnewspapers.com

Exhibit G

5284172

DOUG KNOWLES
17110 GUNN HWY
ODESSA, FL 33556

Legal No. **0011601713**

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Roofing Products, Services, and Job-Order-Contracting (JOC) Services (RFP No. 23-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

PROOF OF PUBLICATION (2015.5 C.C.P.)

VIRTUAL PRE-PROPOSAL CONFERENCE: Wednesday, May 24, 2023, 2:00 PM local time.

PROPOSAL DUE DATE: JUNE 20, 2023, BEFORE 2:00 PM CENTRAL TIME.

STATE OF CALIFORNIA
County of San Bernardino

SB SUN 5/10 & 5/17, 2023 #11601713

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/20/1952, Case No. 73084. The notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

05/10/2023, 05/17/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed in San Bernardino County, California
this 17th day of May, 2023.



Signature



CLARENCE RUTH ELEMENTARY SCHOOL

Exhibit H

	2022 Needs Assessment	2026 Escalation
A HEALTH & SAFETY		
1 TRIP HAZARDS / SIDEWALKS / ADA PATH	\$25,000	\$33,000
2 SECURITY CAMERAS - 10 CAMERAS	\$50,000	\$66,000 Includes Server
3 LEAD ABATEMENT	\$25,000	\$33,000
4 INTERCOM SYSTEM	\$35,000	\$46,200
5 SITE PERIMETER SECURITY FENCING/ADA GATES	\$625,000	\$825,000 Partial fencing complete (front of school), 2500 LF remaining
6 ALARM SYSTEM	\$50,000	\$66,000 Security
7 FIRE ALARM - NEW CAMPUS WIDE	\$250,000	\$330,000 Based on JMPE recent school bids
8 BACK-UP POWER GENERATORS	\$68,000	\$89,760 40 KW generator and a 100 amp transfer switch plus circuit rerouting. Based on JMPE 7.
9 PARKING LOT LIGHTING	\$50,000	\$66,000
10 NEW TRASH ENCLOSURES	\$65,000	\$85,800
B BUILDING IMPROVEMENT - GENERAL		
1 ROOFING	\$0	\$0 Based on Tremco Report 07.22
a. REPAIRS	\$6,000	\$7,920
b. GUTTERS/DOWNSPOUTS/FASCIA	\$20,000	\$26,400
c. REPLACE	\$1,284,000	\$1,694,880
2 PAINTING		
a. INTERIOR	\$72,000	\$95,040 @ \$4000/classroom x 18
b. EXTERIOR	\$75,000	\$99,000 01.22 Comparative HESD Estimate
3 HVAC - NEW AC COOLING	\$1,300,000	\$1,716,000
4 ELECTRICAL IMPROVEMENTS (NON-LIGHTING)	\$50,000	\$66,000 Infrastructure to support technology
5 FLOOR FINISH REPLACEMENT - LUXURY VINYL TILE	\$130,000	\$171,600
6 DOORS & HARDWARE	\$350,000	\$462,000 Based on HESD 2022
7 CEILING RESTORATION OR REPLACEMENT	\$50,000	\$66,000
8 WINDOW REPLACEMENT AND WINDOW COVERINGS	\$450,000	\$594,000 HESD VV BID 10/22
9 NEW CLASSROOM FURNITURE (21st Century)	\$375,000	\$495,000 \$15,000 per classroom x 34-9=25
10 INTERIOR LIGHTING	\$0	\$0 Interior lighting was replaced with LED between 9/2017 and 9/2019.
C BUILDING IMPROVEMENT - SPECIFIC BUILDINGS		
1 LIBRARY FIXTURE UPGRADE	\$4,600	\$6,072
2 RESTROOM UPGRADES/ SIGNAGE	\$15,000	\$19,800
3 CONVERT LIBRARIES TO MEDIA CENTERS	\$80,000	\$105,600
4 MPR TABLES	\$15,000	\$19,800
5 UPGRADE STAGE LIGHTING	\$40,000	\$52,800
D ADDITIONAL IMPROVEMENTS		
1 FOOD SERVICE	\$50,000	\$66,000
2 IMPROVE ADMIN OFFICE (SPACE PLAN)	\$15,000	\$19,800
3 PARKING LOT/IMPROVEMENTS/EXPANSION		
E TECHNOLOGY IMPROVEMENT		
1 IT REQUIREMENTS	\$200,000	\$264,000
F SITE IMPROVEMENT		
1 IRRIGATION	\$15,000	\$19,800 Currently in good shape. Figure minor repairs.
2 GRADING/ DRAINAGE IMPROVEMENTS	\$40,000	\$52,800
3 LANDSCAPING	\$20,000	\$26,400
4 PLAYGROUND CONTAINMENT	\$15,000	\$19,800
5 PLAYGROUND RUBBERIZED FALL MEDIA	\$350,000	\$462,000 Includes ADA access
6 PLAYGROUND - KINDER UPGRADES	\$65,000	\$85,800
7 KINDERGARTEN CLASSROOM IMPROVEMENTS	\$30,000	\$39,600
8 PAVING RESTORATION OR REPLACEMENT	\$511,500	\$675,180 Based on PEI report, 2018 escalated to 2023
9 TRAIL IMPROVEMENTS/BEADAID	\$30,000	\$39,600



COMPREHENSIVE Roofing and Building Envelope Solutions

Available through
OMNIA Partners, Public Sector
Roofing Products, Services and
Job-Order Contract (#R230404)



OMNIA[®]
P A R T N E R S



Cooperative Contracts TRUST IN EXPERIENCE. STRENGTH IN NUMBERS.

Tremco Roofing and WTI are part of Tremco Construction Products Group

A WINNING COMBINATION: Industry-Leading Roofing and Building Envelope Solutions + Streamlined Procurement through OMNIA Partners, Public Sector



→ MANAGING FACILITIES CAN BE COMPLEX. PROCURING COMPREHENSIVE AND COST-EFFECTIVE SOLUTIONS SHOULDN'T BE.

That's why OMNIA Partners, Public Sector, a nationwide cooperative purchasing network reflecting the buying power of 87,000+ public agency participants, offers a robust portfolio of cooperative contracts such as the **Roofing Products, Services and Job-Order Contract (# R230404)** awarded to **Weatherproofing Technologies, Inc. (WTI)**, the construction services affiliate of Tremco Roofing and Building Maintenance. Contracts are competitively solicited and publicly awarded by Region 4 Education Service Center to deliver best value and ensure compliance with public procurement regulations.

→ WHOLE BUILDING EXPERTISE WITH TREMCO CONSTRUCTION PRODUCTS GROUP

Together, Tremco Roofing and Building Maintenance and WTI provide OMNIA Partners participants with industry-leading roofing and building envelope solutions to improve long-term facility performance and ROI. With roots stretching back to 1928, Tremco Roofing is known for quality and reliability, and the ability to solve even the most challenging roofing and building envelope issues. WTI has over six decades of experience delivering superior solutions to both basic and complicated exterior building, roofing, fall protection, parking garage, waterproofing, indoor air quality, HVAC restoration, paving, and flooring projects. Tremco Roofing and WTI are part of Tremco Construction Products Group, the industry's only provider of comprehensive systems and services for all six sides of the building envelope.



TREMCO PRODUCTS AND SERVICES ARE AVAILABLE THROUGH THREE OMNIA PARTNERS CONTRACTS:

3

- 1 Roofing Products, Services, and Job-Order-Contracting Services (Contract #R230404)
- 2 Job Order Contracting Services Only (Contract #R200108)
- 3 Exterior Surfacing Products, Services, and Paving Solutions (Contract #R220904)

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Your free membership provides full access to a portfolio of value-driven competitively solicited and publicly awarded contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit omniapartners.com.



ONE SOURCE FOR ALL YOUR ROOFING



ONE SOURCE for All Your Roofing and Building Envelope Needs

We've worked with public agencies nationwide for decades and understand your operational needs and budget challenges. And because your goals are our goals, we continually advance our capabilities to offer a suite of solutions as customizable as they are turnkey. Here's a snapshot of our total capabilities available through OMNIA Partners, Public Sector Contract #R230404.



→ **ROOF MANAGEMENT PROGRAMS** offer a range of customized, proactive roof maintenance and management plans designed to extend system performance and building life cycles. In addition to regularly scheduled inspections, housekeeping, and maintenance, our advanced options include expert inventory assessment and prioritized construction services.

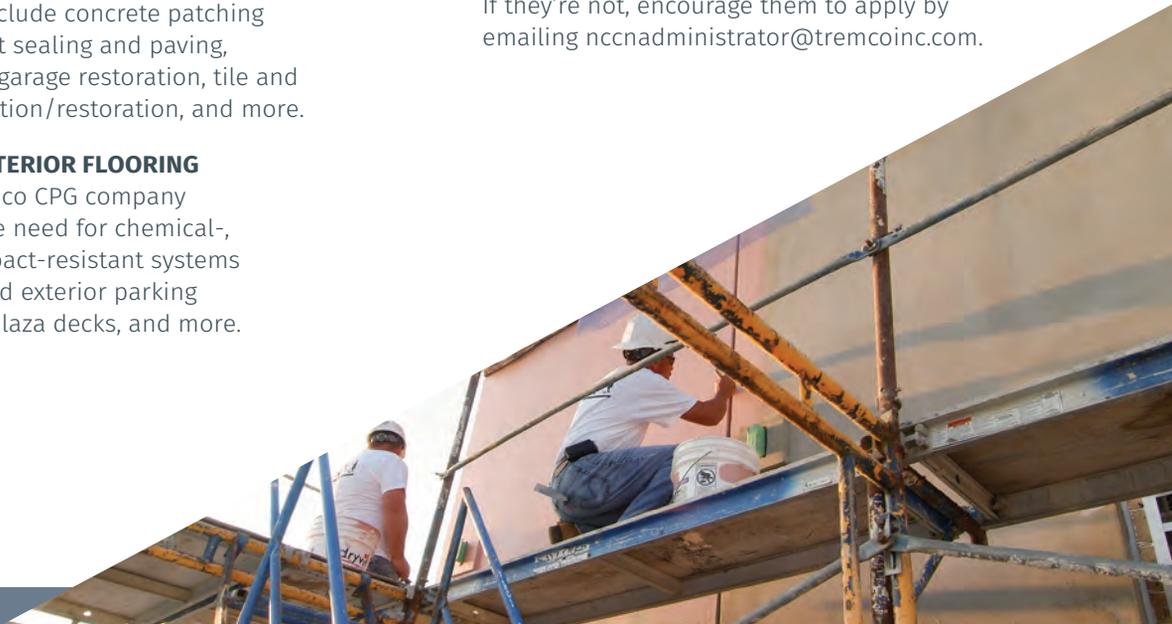
→ **DIAGNOSTICS, MAINTENANCE, AND REPAIR** comprise our proactive approach to preserving your healthy roofs and bringing the others up to standard. Our extensive diagnostics capabilities include what you would expect from an industry leader – visual inspections by experienced roofing technicians, thermal imaging technology with moisture verification, and a full complement of laboratory tests to scientifically assess roof conditions.

→ **ROOF RESTORATION** is a cost-effective approach to saving old and failing roofs that meet specific construction and condition criteria. Qualified by laboratory analysis, roof defects are repaired before applying a new reflective and energy-efficient topcoat to restore waterproofing continuity. Installation is typically less disruptive than a total roof replacement without added landfill waste. Our low-odor and no-odor systems make restoration an ideal solution for even the most sensitive environments.

→ **ROOF REPLACEMENT** options include a comprehensive line of high-performance roofing solutions for cold-applied built-up, hot-applied built-up, modified bitumen, single ply, coated, metal, fluid-applied, vegetated liquid-applied, and photovoltaic roofing systems. A significant number of our products include sustainable attributes such as recycled content, low VOCs, or no solvents to meet our customers' demands for sustainable solutions.

AND BUILDING ENVELOPE NEEDS

- ➔ **SUSTAINABILITY** is an essential part of our history. Enhancing water conservation, reducing energy use, and landfill avoidance are among our top priorities today.
- ➔ **BUILDING ENVELOPE WEATHERIZATION** through façade and roofing assessments is a proactive way to help eliminate issues that can cause major problems for building owners and can improve general comfort and safety, protect vital building components, and greatly reduce energy consumption.
- ➔ **INDOOR AIR QUALITY** is essential for building occupant health and safety. Through our WTI/Pure Air Control Services™ solutions, we can help you improve IAQ through environmental consulting, building diagnostics and laboratory services, HVAC system hygienic cleaning, sanitizing and remediation, and air quality remediation and purification.
- ➔ **INSULATED EXTERIOR CLADDING SYSTEMS** from Dryvit® range from stucco, limestone, and granite to metal, brick, and woodgrain finish options for a beautiful and high performing air and weather barrier.
- ➔ **WINDOW SYSTEMS, REPAIR AND SEALANTS** solutions are designed to achieve airtight transitions from windows to the wall, and to meet high-performance energy standards throughout the building exterior.
- ➔ **PAVING AND PARKING GARAGE SOLUTIONS** feature high-performance products to repair, maintain, restore, or resurface exterior surfaces through turnkey general contracting for all your concrete and asphalt project needs. Services include concrete patching and repair, asphalt sealing and paving, complete parking garage restoration, tile and terrazzo rehabilitation/restoration, and more.
- ➔ **EXTERIOR AND INTERIOR FLOORING** options from Tremco CPG company Stonhard meet the need for chemical-, abrasion- and impact-resistant systems for highly trafficked exterior parking garages, exterior plaza decks, and more.
- ➔ **SAFETY** is our top priority. Starting with an on-site Rooftop Safety Evaluation, our expert field advisors offer turnkey safety solutions to bring your rooftops up to OSHA standards. From structural deficiencies and unprotected roof edges and hatches to walkways and skylights, we will evaluate your rooftop environments according to OSHA standards and recommend system solutions.
- ➔ **GENERAL CONTRACTING AND CONSTRUCTION MANAGEMENT SERVICES** give you two options to ensure excellent project results. WTI's General Contracting consists of construction project management from the bid process through completion, including daily on-site supervision. It's a single-source solution with a proven record of excellence and centralized accountability. Through our Construction Management Services program, we can take managing roofing projects off your plate and put experts in charge of the intensive, time-consuming, daily demands of administration, budgeting, scheduling, quality control, and on-site supervision.
- ➔ **THE NATIONAL COOPERATIVE CONTRACTOR NETWORK** administered by Tremco provides public entities with the ability to compliantly procure solutions through a network of highly qualified, local, best-in-class pre-qualified contractors under the OMNIA Partners contract. Contractors must meet a range of qualifications, including quality, past performance, financial stability, safety, and insurance requirements. If you'd like to award more work to a local contractor with a strong performance record, ask if they're a National Cooperative Contractor Network member. If they're not, encourage them to apply by emailing nccadministrator@tremcoinc.com.





Benefit from the Bench Strength of Tremco Construction Products Group

Tremco Roofing and WTI are part of Tremco Construction Products Group – a single source for complete structure and continuous building envelope solutions. From the foundation to the roof, including the structural elements, insulation, cladding, waterproofing, HVAC, and more, Tremco CPG solutions and services from the industry's premier building and maintenance brands ensure an air- and water-tight building envelope.

WE'VE GOT YOU COVERED ON ALL SIX SIDES OF THE BUILDING ENVELOPE.



The Power Couple: Tremco Roofing and WTI

Did you know Tremco Roofing Field Advisors are among the most highly trained roofing experts nationwide? With over 250 sales representatives throughout North America, supported by market specialists, Tremco Roofing provides the largest, most experienced, and specially trained roofing and weatherproofing team in the industry.

In tandem with our expert WTI technicians who provide world-class diagnostics, turnkey maintenance, repair, roof management, and general contracting services for the entire building envelope, we have the unique ability to provide a total solution to maximize building performance and your return on investment.



To learn more about procuring Tremco Roofing and high-performance building solutions through OMNIA Partners, Public Sector, please:



VISIT Visit omniapartners.com/publicsector and search “Tremco” or visit yourroofexperts.com



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3735 GREEN ROAD | BEACHWOOD, OHIO 44122 | TREMOROOFING.COM | YOURROOFEXPERTS.COM