

MEDALLION CONTRACTING, INC.  
42424 4<sup>TH</sup> St EAST  
LANCASTER, CA 93535

EAST KERN HEALTH DISTRICT

BID FOR:

9278,9300 & 9350 N LOOP  
BLDGS, SITE IMPROVEMENT  
PROJECT

BID DATE: 5/22/2026 @ 2:00pm

## BID TAB

PROJECT NAME: 9278, 9300 & 9350 N Loop Bldg. Site Improvement Project

EKHCD# 2026.100

BID: May 22, 2026 at 2:00 pm

BIDDER	PROJECT COST	REQ'D DOCS FOR BID SUBMITTAL (check box if included)							
		1	2	3	4	5	6	7	8
MEDALLION CONTRACTING, INC.	# 257,741.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**\*\*List of Required Docs\*\***

- 1 - Bid Form
- 2 - Bid Bond
- 3 - List of Subcontractors
- 4 - Bid Bond
- 5 - Non Collusion Declaration
- 6 - Not Used
- 7 - Worker's Compensation Cert./Prevailing wage Cert.
- 8 - Fingerprinting Certification

**BID FORM**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

**OWNER: East Kern Health Care District**

To: Governing Board of East Kern Health Care District ("District" or "Owner")

From: Medallion Contracting, Inc.  
(Proper Name of Bidder)

In compliance with your Notice to Contractors Calling for Bids and related documents for the following project:

**PROJECT TITLE/BID#: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project located at California City CA 93505 (EKHCD#2026.100)**

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

Two hundred fifty-seven thousand, seven hundred forty-one & 00/100 dollars

\$ 257,741.00

***BASE BID***

***Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.***

**Additional Detail Regarding Calculation of Base Bid**

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District.

9278, 9300 & 9350 N Loop Bldgs. Site Improvement Project  
EAST KERN HEALTH CARE DISTRICT

BID PACKET -- EKHCD#2026.100  
BID FORM -- 1

before Bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

4. **The liquidated damages clause of the Agreement is hereby acknowledged.**

5. The following documents are attached with this Bid Form and Proposal:

- Bid Bond on the District's form or other security
- Registered Subcontractors List
- Site Visit Certification
- Non-Collusion Declaration

6. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5/15/2026</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

7. Bidder acknowledges that the license required for performance of the Work is B, C-8, C-39 & C-10 license.

8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existing in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

13. The Bidder agrees that upon written notice of acceptance of this bid, he will execute and deliver to Owner the contract and provide all bonds and other required documents within ten (10) working days after contract award and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of Insurance, and other required documents.
14. Attached is bid security not less than 10 percent of the bid, in the amount of \$25,774.10, in the form of  (cash)  (bid bond)  (certified check)  (cashier's check). [check one]
15. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to Owner within the time specified, the bid security shall be forfeited to Owner.
16. The Bidder acknowledges that Owner reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.
17. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to Owner pursuant to the bid. Such assignment shall be made and become effective at the time Owner tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)
18. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend Owner against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.
19. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
20. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public agency.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 22nd day of May 2026

Name of Bidder Medallion Contracting, Inc. Type of

Organization General Contractor Signed

by \_\_\_\_\_ Title of

Signer Craig Fries Chief Executive Officer

Address of Bidder 42424 4th St East Lancaster, CA 93535

Taxpayer's Identification No. of Bidder 45-3109546

Telephone Number 661-949-3205 Fax

Number 661-949-3235 E-mail

\_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: 567084 Class: B Expiration Date: 10/31/2027

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: No.:

\_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date:

Public Works Contractor Registration No.: 1000000951

**END OF DOCUMENT**

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

KNOW ALL MEN BY THESE PRESENTS, that we, <sup>Medallion Contracting, Inc.</sup> as Principal, and <sup>Endurance Assurance Corporation</sup> as Surety, are held and firmly bound unto the <sup>East Kern Health Care District</sup> (referred to as Owner) in the sum of <sup>Ten</sup> percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated May 22, 2026, for: \$

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

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

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 18th day of May, 2026, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: 5/22/2026

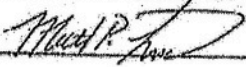
PRINCIPAL Medallion Contracting, Inc.

By: \_\_\_\_\_

Title: CEO

DATED: May 18, 2026

SURETY Endurance Assurance Corporation

By: 

Title: Matt Lockle, Attorney-In-Fact

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

**END OF DOCUMENT**

ACKNOWLEDGMENT

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

State of California  
County of Orange

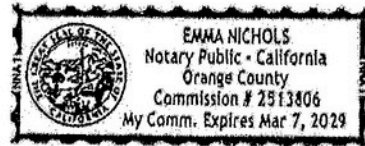
On May 18, 2026 before me, Emma Nichols, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint Emmalyn Nichols, Cathrine A Pinney, Jon Richard Sullivan, Matt Lockie as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 3/9/27



**CERTIFICATE**

the undersigned Officer of each Company, DO HEREBY CERTIFY that: That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified: "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

I WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of May, 2026

By: *Daniel S. Lunde*, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully. The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>. In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply. Any reproductions are void.

Surety Claims Submission: [LexonClaimsAdministration@sompo-intl.com](mailto:LexonClaimsAdministration@sompo-intl.com)  
Telephone: 616-563-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2877

**REGISTERED SUBCONTRACTORS LIST**  
(LABOR CODE 1771.1)  
TO BE SUBMITTED WITH BID

**PROJECT TITLE/BID #: 9278, 9300 and 9300 N Loop Buildings Site Improvement Project  
located at California City CA 93505 (EKHCD#2026.100)**

- A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:
1. The name, location of the place of business California contractor license number and DIR registration number of:
    - a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;
    - b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;
  2. The portion of the work which will be done by each subcontractor.
- B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.
- C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.
- D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.
- E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.
- F. Attach additional sheets, as necessary.



**NON-COLLUSION DECLARATION**

Public Contract Code Section 7106  
To Be Executed By Bidder And Submitted With Bid

**PROJECT TITLE/BID #: 9278, 9300 and 9300 N Loop Buildings Site Improvement Project  
located at California City CA 93505 (EKHCD#2026.100)**

The undersigned declares:

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

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

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

Date: 5/22/2026  
Proper Name of Bidder: Medallion Contracting, Inc.  
Signature: \_\_\_\_\_  
Print Name: Craig Fries  
Title: Chief Executive Officer

**END OF DOCUMENT**

**EXCLUSION OF LEAD AND ASBESTOS PRODUCTS**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement  
Project (EKHCD#2026.100)**

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

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

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

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

Executed at Lancaster California, on 5/22 , 2026 .

Proper Name of Contractor: Medallion Contracting, Inc.  
Signature:   
Print Name: Craig Fries  
Title: Chief Executive Officer

**END OF DOCUMENT**

## 22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

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

**PROJECT TITLE/BID #:** 9278, 9300 & 9350 N Loop Buildings Site Improvement Project - EKHCD#2026.100

**OWNER:** East Kern Health Care District

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

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

Please check one of the following:

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

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

Executed at Lancaster, California, on 5/22, 2026.

Firm Name: Medallion Contracting, Inc.

Signed: 

Print Name: Craig Fries

Title: Chief Executive Officer

N LOOP SITE IMPROVEMENT AT  
9278, 9300 & 9350 N LOOP BLVD.  
EAST KERN HEALTH CARE DISTRICT

CERTIFICATE OF ATTENDANCE AT  
MANDATORY JOB WALK  
000122 - 1

**WORKERS' COMPENSATION CERTIFICATE**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

Labor Code Section 3700 provides:

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

"(a) By being insured against liability to pay compensation in one or more Insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

Date: 5/22/2026

Proper Name of Contractor: Medallion Contracting, Inc.

Signature: 

Print Name: Craig Fries

Title: Chief Executive Officer

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

**END OF DOCUMENT**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement  
Project (EKHCD#2026.100)**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 5/22/2026

Proper Name of Contractor: Medallion Contracting, Inc.

Signature:  \_\_\_\_\_

Print Name: Craig Fries

Title: Chief Executive Officer

**END OF DOCUMENT**

FINGERPRINTING CERTIFICATION

PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)

I, Craig Files, am an [type or print name]

- [check one] Owner of the company named below
Partner of the partnership named below
[X] President or CEO of the corporation named below
Principal of the joint venture named below
Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [X] [For compliance with Education Code Section 45125.2(a)(1)] That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
[X] [For compliance with Education Code Section 45125.2(a)(2)] That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee . It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
[check one or more] [ ] [For compliance with Education Code Section 45125.2(a)(3)] That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
[ ] [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- [X] [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

Medallion Contracting, Inc. [name of contracting entity]

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

DATE: 5/22/2026

SIGNATURE

9278, 9300 & 9350 N Loop Bldgs. Site Improvement Project EAST KERN HEALTH CARE DISTRICT

BID PACKET - EKHCD#2026.100 FINGERPRINTING CERTIFICATION- 1

Yes, interior updates can generally be done before exterior updates. However, under ADA and California Title 24 regulations, altering a "primary function" area triggers a requirement to upgrade the accessible "path of travel" from the exterior to the interior, up to a specific budget cap. 🏢 ADA National Network +2

## Understanding the Rules

### 1. The Path of Travel Trigger

When you renovate an interior "primary function area" (such as a customer lobby, main office, or dining room), you must also make the route leading to that space accessible. This means exterior updates (like disabled parking, curb ramps, and a clear path from the public sidewalk to the entrance) may be required as part of your interior remodel project. 🏢 ADA National Network +3

### 2. The 20% "Disproportionate Cost" Rule

If the cost of fully upgrading the exterior path of travel is more than **20%** of your total interior construction budget, the ADA does not force you to go bankrupt. You are only required to spend up to that 20% limit to maximize accessibility along the route, with parking and building entrances typically taking the highest priority. 🏢 ADA Compliance Consultants +2

### 3. Phasing the Work

You do not need to finish the exterior all at once, but any interior permits for a primary function space will require the building department to evaluate the connected exterior route. 🏢 ADA Compliance Consultants +2

## Next Steps & Recommendations

- **Get a CASp Evaluation:** In California, working with a Certified Access Specialist (CASp) can help you properly identify exactly which exterior and interior elements must be upgraded. A professional report can be submitted to your local building department to negotiate what is "technically feasible" or what constitutes an "unreasonable hardship" if upgrades are extremely costly.
- **Consult Local Building & Safety:** Review the exact scoping requirements with the California Commission on Disability Access or the local California City Building Division before signing any construction contracts. They can confirm exactly how these rules apply to your specific building location

Yes, a special district in California absolutely can reject a Request for Bids (RFB). Under the California Public Contract Code, local public agencies, including special districts, retain the legal right to reject any and all bids, or cancel the RFB entirely, as long as they do so in a manner that is in the best interest of the district.

A special district typically rejects bids for reasons such as: All submitted bids exceed the allocated budget.

- The bids received fail to meet the mandatory specifications.
- The district determines that the bidding process lacked genuine competition.
- The district decides to abandon the project or perform the work using its own employees. **Important Procedural Rules:**

If a special district opts to reject all bids on a formal public project, it generally must readvertise the project before proceeding. Furthermore, under certain competitive bidding frameworks (such as the California Uniform Public Construction Cost Accounting Act - CUPCCAA), districts are required to provide written notice of their intent to reject all bids to the apparent low bidder at least two business days before the hearing where the bids will be officially rejected. For details on the specific procurement ordinances and rules governing your local district, you can consult the California Special Districts Association (CSDA) or refer to the local district's adopted Purchasing Policy.

- **In its own best interest:** A district board can reject any and all bids if it determines it is in the best interest of the district to do so, such as if all bids are over the project's budget.
- **Irregularities or informalities:** The district can reject non-responsive bids or waive minor, inconsequential technicalities in a bidder's submittal.
- **Lack of responsibility:** Bids can be rejected if the district determines the contractor lacks the proper licensing, past performance history, or financial capacity to complete the job.
- **Performing work in-house:** For certain district projects and services, if all bids are rejected, the board can sometimes choose to readvertise or perform the work more economically using its own district employees.
- While boards typically have broad discretion to reject RFBs, they must still act in good faith and follow the exact terms outlined in their specific Request for Bid documents and procurement guidelines.

If all bids are rejected, the district is legally constrained on how to proceed. Under state procurement laws (such as the Public Contract Code), the district must follow these steps:

#### **1. Re-evaluate Cost Estimates**

Before taking further action, the district must re-evaluate its initial cost estimates for the project.

## 2. Choose One of Three Statutory Paths

Following the re-evaluation, the governing board must choose one of the following authorized options:

- **Abandon the project:** The district may cancel the project entirely.
- **Re-advertise:** The district may amend the specifications (to potentially attract more competitive bids) and re-advertise the RFB in the same manner as the initial bid.
- **Complete by Force Account (Self-Perform):** If the district is subject to the California Uniform Public Construction Cost Accounting Act (CUPCCAA), the governing board may pass a resolution by a 4/5ths majority declaring that the project can be performed more economically by the district's own employees, allowing them to bypass further bidding. [1]

### Required Procedures for Rejection

- **Public Meeting and Resolution:** Rejection of bids and any subsequent actions must take place at a properly noticed public meeting in compliance with the Ralph M. Brown Act.
- **Provide Notice to Bidders:** The district must notify bidders of their intention to reject the bids, adhering to local policies which typically require written notice.
- **Return of Security/Bonds:** The district must promptly return any bid bonds or security deposits submitted by the unsuccessful bidders
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**BID DOCUMENT COVER LETTER**  
**NOTICE TO CONTRACTORS CALLING FOR BIDS**

1. **OWNER:** EAST KERN HEALTH CARE DISTRICT
2. **PROJECT NAME:** 9278, 9300 & 9350 N LOOP BUILDINGS SITE IMPROVEMENT PROJECT
3. **PROJECT LOCATION:** MEDICAL CENTER BLDG. (9278 N LOOP BLVD.), WESTPOINT HEALTH CARE AND MEDICAL CENTER BLDG. (9300 N LOOP BLVD.), AND ADVENTIST HEALTH CARE MEDICAL (9350 N LOOP BLVD.) CALIFORNIA CITY, CA 93505
4. **PROJECT DESCRIPTION:** Demolish existing portion of asphalt paving, concrete sidewalk, landscaping, utilities and replace with new asphalt paving, parking stripping and signage, concrete sidewalks with guardrails and accessible sidewalk curb ramps. This project is anticipated to start on **Monday, June 1, 2026.**
5. **BID DEADLINE:** Bids are due on **Friday, May 22, 2026 at 02:00 PM** or at any other date or time as set by Addendum.
6. **PLACE OF BID RECEIPT:** EAST KERN HEALTH CARE DISTRICT, 9300 N Loop Blvd., California City, CA 93505
7. **METHOD OF BID RECEIPT:**
  - 7.1 Personal delivery or courier to above address.
  - 7.2 United States Postal Service – all bids must be received by Thursday, May 21, 2026, at P.O. Box 2546, California City, CA 93504. Any bids received after May 21, 2026, through U.S. postal service to this P.O. Box address will not be accepted.
8. **PRE-BID MEETING / JOB WALK (MANDATORY)**

Date: **Wednesday, May 6, 2026** Time: **12:30 P.M.**  
Location: Westpoint Clinic  
9300 N LOOP BLVD., CALIFORNIA CITY, CA 93505
9. **PRE-BID RFI DEADLINE** Date: **Thursday, May 14, 2026 at 4:00 PM**

**Note:** All pre-bid RFI by prospective bidders must be submitted to Joselito Lacson ([joselitomlacson@gmail.com](mailto:joselitomlacson@gmail.com)) by above stated deadline. All RFI's will be answered via Bid Clarification.

## **NOTICE INVITING SEALED BIDS**

Notice is hereby given that the governing board ("Board") of the East Kern Health Care District ("District") will receive sealed bids for the following project, **9278, 9300 and 9350 N Loop Buildings Site Improvement Project**. The Project consists of all labor, materials equipment, services necessary to demolish existing asphalt paving parking, concrete sidewalks, landscaping, utilities and replace with new asphalt paving, parking stripping and signage, concrete sidewalks with guardrails and accessible sidewalk curb ramps as described in attached scope of work. This project is anticipated to start on approximately June 01, 2026, and is anticipated to have a duration of **Ninety-Five (90) calendar days for completion**. Contract Documents are available as of April 20, 2026, for review at California Special Districts Association website ([www.CSDA.net](http://www.CSDA.net)) or via email request at [joselitomlacson@gmail.com](mailto:joselitomlacson@gmail.com).

Sealed Bids will be received no later than May 22, 2026, at 2:00 P.M., via personal delivery after which time the bids will be opened and publicly read aloud. Sealed bids may also be mailed via United States Postal Service to the District's Office, located at P.O. Box 2546, California City, CA 93505 by May 21, 2026. All bids shall be on the form provided by the District and must be responsive.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess the following qualifications and must remain active and in good standing throughout the term of the Contract.

1. General and Excess Liability Insurance – 1 Million and A Rated
2. Workman's Compensation Insurance – A Rated
3. Bonding Capacity – 1 Million (min.)
4. Recent Major Bonding Project – Submit projects within the last two years
5. Established Banking Relationship – 10 years min.
6. Work Warranty – 1 years min.
7. State of California Contractor License – B
8. Registration and license must remain active and in good standing throughout the term of the contract.

ALTERNATES: If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated below:

*[check only one]*

- (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- (b) The lowest bid shall be the lowest total of the combined bid prices on the base contract and alternates [specify].
- (c) The lowest bid shall be the lowest total of the bid prices on the base contract and alternates , taken in order, up to a maximum amount to be publicly disclosed before the first bid is opened.
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

- (e) Not applicable to this project, as no alternates are requested.

The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of Section 22300 of the Public Contract Code.

Each bid must include the name and location of the place of business of each subcontractor who shall perform/work of this Contract in excess of one-half of one percent (1/2 of 1%) of the bid price.

The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations. For all work performed pursuant to this Contract, the Contractor and all subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, ("DIR") for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or the DIR website at: <http://www.dir.ca.gov>.

This Project is subject to labor compliance monitoring and enforcement by the DIR. The successful Bidder and all subcontractors must furnish electronic certified payroll records (eCPR) to the Labor Commissioner monthly in PDF format. Registration at [www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html](http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html) is required to use the eCPR system

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for sixty (60) days after the date of the bid opening except as provided pursuant to Public Contract Code Sections 5100 et seq.

**END OF DOCUMENT**

## INSTRUCTIONS TO BIDDERS

**WARNING: READ THIS DOCUMENT CAREFULLY  
DO NOT ASSUME THAT IT IS THE SAME AS OTHER  
SIMILAR DOCUMENTS YOU MAY HAVE SEEN  
EVEN IF FROM THE SAME OWNER**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement  
Project (EKHCD#2026.100)  
OWNER: East Kern Health Care District**

1. Preparation of Bid Form.

The Owner invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording, and notations must be in ink or typewritten.

2. Form and Delivery of Bids.

The bid must conform to and be responsive to all Contract Documents and shall be made on the Bid Form provided. The complete bid, together with any additional materials required, shall be enclosed in a sealed envelope, addressed and hand-delivered or mailed to the Owner at the address set forth in the Notice to Contractors Calling for Bids, and must be received on or before the time set for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the project designation, and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

At the time set for the opening of bids, the sealed bids will be opened and publicly read aloud at the place indicated in the Notice to Contractors Calling for Bids. However, if this project calls for prequalification of bidders pursuant to Public Contract Code Section 20111.5, only those sealed bids received from bidders who have been prequalified for at least one day prior to bid opening shall be opened and publicly read aloud.

3. Bid Security.

Each bid shall be accompanied by a bid security in cash, a certified or cashier's check, or bid bond in an amount not less than 10 percent of the total bid price payable to the Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10 working days after award of the contract and will furnish on the prescribed forms a satisfactory Payment (labor and material) Bond and separate Performance Bond, in accordance with the Contract Documents and Civil Code Sections 9550 et seq., and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.

4. Signature.

At the various times such documents are required to be submitted, the Bid Form, all bonds, the Designation of Subcontractors form, all Information Required of Bidder or prequalification forms, Workers Compensation Certificate, Drug-Free Workplace Certification, Non-Collusion Affidavit, Asbestos and Lead Based Paint Certification, Iran Contracting Act Certification, the Construction Agreement, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president, or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual (1) who shall be the agent of the joint venture or partnership, (2) who shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications.

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, or a facsimile modification duly signed by the bidder received prior to the opening of bids, may be considered if included within a sealed bid.

6. Erasures, Inconsistent, or Illegible Bids.

The bid submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event the Owner determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

7. Examination of Site and Contract Documents.

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work. Each bidder shall make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at the price being bid. Each bidder shall determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and shall correlate its observations, investigations, and determinations with all requirements of the project.

The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. **The Owner is not making any warranties regarding this information. The Owner shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work.** Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with and agrees to further comply with all the requirements of this section.

8. Withdrawal of Bids.

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract. A bidder's unawarded alternative bids remain open for a period of six months after award of contract as irrevocable offers to enter into either change orders or separate contracts for the stated price adjustment.

9. Agreement and Bonds.

The Construction Agreement and the form of the Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code section 9554. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

10. Interpretation of Contract Documents.

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If there are discrepancies on drawings, plans, or specifications, or conflicts between drawings, plans, specifications, terms, or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specifications, and drawings.

**SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIME LINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE OWNER'S TIME LINES FOR COMPLETION OF THE PROJECT.**

11. Bidders Interested in More Than One Bid.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the project.

12. Award of Contract.

(a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract. If two identical low bids are received from responsive and responsible bidders, the Owner will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Agreement and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Agreement and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

13. Alternatives.

If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated in the Notice to Contractors Calling for Bids. Owner reserves the right to award or reject any, all, or any combination of the alternates called for in the bid documents, whether or not the alternate(s) was included in the calculations used to identify the low bidder. All bid alternates not part of the contract initially awarded by Owner shall remain open and valid for a period of six months after the contract is awarded as irrevocable offers to enter into either change orders or separate contracts on the items for the price adjustment contained in the bid alternate.

14. Public Contract Code Section 20111.5—Discretionary Prequalification of Bidders.

[check one]

Discretionary Prequalification is not required to bid on this project.

Discretionary Prequalification is required to bid on this project. Prospective bidders are required to submit to the Owner a completed prequalification questionnaire and financial statement, on forms provided by the Owner, no later than five days prior to the date fixed for the public opening of sealed bids. These documents will be the basis for determining which bidders are qualified to bid the project. Bidders will be notified by telephone and mail of their prequalification status within four days after submission of prequalification documents. Bids will not be accepted from any bidder who has not been prequalified at least one day prior to the bid opening. Pursuant to Public Contract Code Section 20111.5, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by contacting the Owner or by downloading them

- from .
15. Public Contract Code Section 20111.6—Mandatory Prequalification of General Contractors and Mechanical, Electrical and Plumbing Subcontract Bidders.

[check one]

Mandatory Prequalification of general contractors and mechanical, electrical and plumbing subcontractors is not required to bid on this project.

Mandatory Prequalification of general contractors and mechanical, electrical and plumbing subcontractors is required to bid on this project. Prospective bidders holding licenses in classifications A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-39, C-42, C-43 and C-46 are required to submit to the Owner a completed prequalification questionnaire and financial statement, on forms provided by the Owner, no later than ten (10) working days prior to the date fixed for the public opening of sealed bids. These documents will be the basis for determining which bidders in the listed license categories are qualified to bid the project. Bidders will be notified by telephone, mail or email of their prequalification status within five (5) working days after submission of prequalification documents. Bids will not be accepted from any bidder who is required to prequalify and who has not been prequalified at least five (5) working days prior to the bid opening. Pursuant to Public Contract Code Section 20111.6, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by contacting the Owner or by downloading them from .

16. Competency of Bidders.

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner, or in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

17. Listing Subcontractors.

Each bidder shall submit a list of the proposed subcontractors, including their address, California contractor's license number and DIR Registration number, on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) on the form furnished with the Contract Documents. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. The Owner may request that bidder submit information to assess the responsibility of the bidder's proposed subcontractors. The apparent low bidder shall, within 24 hours of the bid opening, provide a complete listing of all subcontractors, including full name, address, telephone numbers, contractor's license number and type and DIR

Registration number.

18. Workers' Compensation.

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Construction Agreement, the certificate which is included as a part of the Contract Documents.

19. Contractor's License.

At the bid opening date and time, if a bidder is not properly licensed and registered to perform the project in accordance with Division 3, Chapter 9, of the California Business and Professions Code, Labor Code section 1725.5 and the Notice Calling for Bids, as required, that bidder's bid will be rejected as non-responsive. Business and Professions Code Section 7028.15 precludes payment for work or materials unless the Registrar of Contractors verifies to the Owner that the bidder was properly licensed at the time the bid was submitted. If this project is federally funded, the bidder must be properly licensed prior to the award of the contract. Any bidder not properly licensed and registered with DIR is subject to penalties under the law and the contract can be considered void. If the license classification specified in these Contract Documents is that of a "specialty contractor" as defined in Business and Professions Code Section 7058, the specialty contractor awarded the contract for this work shall construct a majority of the work in accordance with the provisions of Business and Professions Code Section 7059.

20. Anti-Discrimination.

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws, including but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

21. Hold Harmless.

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

22. Substitutions.

(a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

(b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least ten (10) working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.

(c) If a substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

(d) With respect to any materials, process, service, or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service, or equipment, its bid shall be considered as offering the specified material, process, service, or equipment referred to by the brand name or trade name specified.

(e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing any such condition may be treated as a non-responsive bid.

(f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service, or equipment designated by brand name or trade name, or other item as specified, will be provided.

(g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

(h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

(i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposed substitution shall be deemed approved unless the Owner has confirmed it in writing.

(j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

### 23. Surety Qualifications.

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Payment and/or performance bonds executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating (A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M.

Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

24. Liquidated Damages.

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

**SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.**

25. Drug-Free Workplace Certification.

Pursuant to Government Code section 8350 and following, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement.

26. Non-Collusion Declaration.

In accordance with the provisions of Public Contract Code section 7106, each bid must be accompanied by a Non-Collusion Declaration executed under penalty of perjury under the laws of the State of California.

27. Implementation of Disabled Veteran Business Enterprises Requirements.

In accordance with Education Code Section 17076.11, the Owner has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to the Owner by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the Owner. Prior to and as a condition precedent for final payment under any contract for this project, the successful bidder will be required to provide appropriate documentation to the Owner identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so the Owner can assess its success at meeting this goal.

28. Asbestos and Lead-Based Paint Certification.

The form of Contractor's Certificate Regarding Non-Asbestos Containing Materials and Exclusion of Lead Products, as contained in the Contract Documents, shall be executed and submitted with the bid.

29. Fingerprinting Requirements.

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form for certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by Owner.

30. California Products.

Price, fitness, and quality being equal with regard to supplies, the Owner may prefer supplies grown, manufactured, or produced in California. The Owner may next prefer supplies partially grown, manufactured, or produced in California. Where the Owner has a preference, the bids of the suppliers or the prices quoted by them (i) must not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, (ii) the major portion of the manufacture of the supplies is not done outside of California, and (iii) the public good will be served. Refer to specifications for indications of Owner preferences. Government Code Sections 4330-4334.

31. Contractor License and DIR Registration Required.

To perform the work required for this project, Bidder must possess the type of contractor's license specified in the Notice to Contractors Calling for Bids, and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished through the portal <https://efiling.dir.ca.gov/PWCR/>. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR.

32. Post-Bid Credits.

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

33. Contents of Bid.

The bid will include the following documents: Bid Form, List of Subcontractors, Substitution Listing form, Non-collusion Declaration, Exclusion of Asbestos and Lead Based Paint Products Certification, Contractors' Qualification Questionnaire (if required) Mandatory Prequalification Package (if required), Iran Contracting Act Certification (if required), Bid Bond or other bid security, and Certification of Attendance at Mandatory Job Walk, if a job walk is required on this project.

34. Bid Protests.

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

(a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

(b) The protest shall be received by the Owner no later than close of business on the

second business day after bid opening; one received after that time shall not be recognized.

(c) Each protest shall contain the following:

(i) Identification by name, address, and telephone number of the protesting person(s), company and/or organization and identification of the project to which the protest pertains.

(ii) The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.

(d) Any protest not conforming to the requirements of this section shall be rejected as invalid.

(e) Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.

(f) Submission of a written protest to and receipt of a written decision from the Owner staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

(g) The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.

(h) The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.

(i) A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days of receipt of the appeal.

(j) The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

(k) Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

35. Procedure for Protesting Being Deemed A Non-Responsible Bidder.

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the Owner's governing board or other governing body. The protest must meet all of the following requirements:

(a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

(b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action by Owner giving rise to the protest; one received after that time shall not be recognized.

(c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.

(d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

(e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

36. All Projects Over \$1,000 Are Subject to Prevailing Wage Monitoring and Enforcement By the Labor Commissioner

The project is subject to prevailing wage monitoring and enforcement by the DIR, as indicated in the Notice Calling for Bids. The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish certified payroll records to the Labor Commissioner on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. To access the DIR's eCPR system and to obtain additional information and assistance, bidders may go to DIR website [www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html](http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html). Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years.

**END OF DOCUMENT**

**BID FORM**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

**OWNER: East Kern Health Care District**

To: Governing Board of East Kern Health Care District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of Bidder)

In compliance with your Notice to Contractors Calling for Bids and related documents for the following project:

**PROJECT TITLE/BID#: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project located at California City CA 93505 (EKHCD#2026.100)**

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

_____ dollars	\$	_____
<p><b>BASE BID</b></p> <p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i></p>		

**Additional Detail Regarding Calculation of Base Bid**

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District

before Bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

**4. The liquidated damages clause of the Agreement is hereby acknowledged.**

5. The following documents are attached with this Bid Form and Proposal:

- Bid Bond on the District's form or other security
- Registered Subcontractors List
- Site Visit Certification
- Non-Collusion Declaration

6. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

7. Bidder acknowledges that the license required for performance of the Work is B, C-8, C-39 & C-10 license.

8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

13. The Bidder agrees that upon written notice of acceptance of this bid, he will execute and deliver to Owner the contract and provide all bonds and other required documents within ten (10) working days after contract award and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.
14. Attached is bid security not less than 10 percent of the bid, in the amount of \$ \_\_\_\_\_, in the form of  (cash)  (bid bond)  (certified check)  (cashier's check). [check one]
15. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to Owner within the time specified, the bid security shall be forfeited to Owner.
16. The Bidder acknowledges that Owner reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.
17. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to Owner pursuant to the bid. Such assignment shall be made and become effective at the time Owner tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)
18. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend Owner against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.
19. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
20. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public agency.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Name of Bidder \_\_\_\_\_ Type of

Organization \_\_\_\_\_ Signed

by \_\_\_\_\_ Title of

Signer \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax

Number \_\_\_\_\_ E-mail\_

\_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date:

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: No.:\_

\_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date:

Public Works Contractor Registration No.: \_\_\_\_\_

**END OF DOCUMENT**

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the \_\_\_\_\_ (referred to as Owner) in the sum of \_\_\_\_\_ percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for: \$ \_\_\_\_\_.

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

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

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

PRINCIPAL

By: \_\_\_\_\_

Title:

DATED:

SURETY

By: \_\_\_\_\_

Title:

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

**END OF DOCUMENT**

**REGISTERED SUBCONTRACTORS LIST**

(LABOR CODE 1771.1)

TO BE SUBMITTED WITH BID

**PROJECT TITLE/BID #: 9278, 9300 and 9300 N Loop Buildings Site Improvement Project  
located at California City CA 93505 (EKHCD#2026.100)**

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

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

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

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

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

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

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

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

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

F. Attach additional sheets, as necessary.



**NON-COLLUSION DECLARATION**

Public Contract Code Section 7106

To Be Executed By Bidder And Submitted With Bid

**PROJECT TITLE/BID #: 9278, 9300 and 9300 N Loop Buildings Site Improvement Project located at California City CA 93505 (EKHCD#2026.100)**

The undersigned declares:

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

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

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

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**CONSTRUCTION AGREEMENT  
[Small Projects]**

**PROJECT TITLE/BID #: 9278, 9300 and 9300 N Loop Buildings Site Improvement Project  
located at California City CA 93505 (EKHCD#2026.100)**

THIS AGREEMENT is between the East Kern Health Care District ("OWNER") and \_\_\_\_\_ ("CONTRACTOR"). OWNER and CONTRACTOR agree as follows:

1. Project. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the 9278, 9300 & 9350 N Loop buildings site improvement ("Project").

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Time for Performance. CONTRACTOR shall commence work on the Project on the date stated in the OWNER's Notice to Proceed and shall complete the Project within ninety-five (95) calendar days after that. Time is of the essence in this Agreement.

3. Contract Price. Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of \$ \_\_\_\_\_.

4. Payments.

A. Duration of Contract: Ninety-Five (95) calendar days.

(1) Less than 60 Days: CONTRACTOR shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of OWNER. CONTRACTOR shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

(2) Greater than 60 Days: CONTRACTOR shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. OWNER may also deduct from such payments any amounts deemed due from CONTRACTOR. These monthly payments shall be made only on the basis of estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the

terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.

B. From the payments specified in Paragraph A, OWNER may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by OWNER.

C. Progress payments shall be as follows:

- (1) On or about the 25<sup>th</sup> day of each month, Contractor shall submit to District an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that date and subsequent to prior estimates. The estimate may include the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.

D. RETENTION:

The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 10263 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

5. Submission of Bonds and Certificates. The CONTRACTOR shall not commence any work on the Project until it has submitted to OWNER all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to OWNER within ten days following award of this contract.

6. Insurance. CONTRACTOR shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

B. CONTRACTOR shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per

occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming OWNER as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to OWNER at least 30 days prior to cancellation or material change in the form of such policy(ies). CONTRACTOR shall furnish OWNER with certificates for insurance containing the endorsements required under this section, and OWNER shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

(2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")

(3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The CONTRACTOR shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the CONTRACTOR shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

(3) A certificate from the county clerk of the county in which the OWNER is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required

for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

9. Indemnification. CONTRACTOR shall indemnify and hold harmless OWNER, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of OWNER.

B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER's property, if the liability arose due to the negligence or willful misconduct of anyone employed by CONTRACTOR, either directly or by independent contract.

At CONTRACTOR's own expense, cost, and risk, CONTRACTOR shall defend at the OWNER's request any and all actions, suits, or other proceedings that may be brought or instituted against OWNER, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against OWNER, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

Pursuant to Public Contract Code section 9201, OWNER shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this Agreement. OWNER shall be entitled to recover its reasonable costs incurred in providing said notification.

OWNER may retain so much of the moneys due the CONTRACTOR as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until OWNER has received written agreement from the CONTRACTOR that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

10. Termination of Contract. Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven day's written notice to CONTRACTOR, OWNER may, without prejudice to any other rights or remedies afforded OWNER by law or by this Agreement, terminate the services of CONTRACTOR under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method OWNER may deem expedient. CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;

- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, CONTRACTOR shall forfeit and pay to OWNER the sum of \$500.00 per calendar day which shall be deducted from any payments due to or to become due to CONTRACTOR. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. On completion of the Project, CONTRACTOR shall remove all debris and surplus materials from the project site.

13. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either OWNER or the CONTRACTOR by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed \_\_\_\_\_, California, or to the CONTRACTOR at \_\_\_\_\_, California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

14. Assignment. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

15. Guarantee. CONTRACTOR guarantees all project work for a period of one year after the acceptance of the work by OWNER, and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials.

16. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality

in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

It is the responsibility of CONTRACTOR to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

17. Apprentices. If applicable, CONTRACTOR shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

18. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTRACTOR shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

19. Laws and Regulations. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

20. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by CONTRACTOR.

21. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by CONTRACTOR.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

23. Contractor's License and DIR Registration. In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid

and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov//dlse/dlsePublicWorks.html>.

24. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

A. CONTRACTOR shall promptly, and before the following conditions are disturbed, provide written notice to OWNER if CONTRACTOR finds any of the following conditions:

(1) Material that CONTRACTOR believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

(3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which CONTRACTOR generally performs.

B. In the event that CONTRACTOR notifies OWNER that CONTRACTOR has found any of the conditions specified in subparagraphs (a), (b) or (c) above, OWNER shall promptly investigate the condition(s). If OWNER finds that the conditions are materially different or that a hazardous waste is present at the site which will affect CONTRACTOR's cost of, or the time required for, performance of the Agreement, OWNER shall issue a change order in accordance with the procedures set forth in this Agreement.

C. In the event that a dispute arises between OWNER and CONTRACTOR regarding any of the matters specified in Paragraph (2) above, CONTRACTOR shall proceed with all work to be performed under the Agreement and CONTRACTOR shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, CONTRACTOR retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

25. Claims.

A. Public works claims of \$375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000

claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

C. OWNER's written response to the claim shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim 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 the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:

(1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

(2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.

(3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

(4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Agreement nor stop progress of the work, and CONTRACTOR's sole remedy shall be the procedures set forth in this section.

26. Fingerprinting Workers.

A. CONTRACTOR shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the CONTRACTOR and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER pupils, application shall be made to the OWNER for a determination on that question. The determination by OWNER shall be final.

C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

27. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at \_\_\_\_\_, \_\_\_\_\_ County, California.

ACCEPTED AND AGREED on the date indicated below:

DATED:

OWNER

\*By:

Title:

Address:

DATED:

CONTRACTOR

By:  
Title:  
Address:

Contractor's License No.

Contractor's DIR Registration No.

**\*Important Notice:** California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

[REMAINDER OF PAGE INTENTIONALLY BLANK; INFORMATION REGARDING CONTRACTOR FOLLOWS]

**Information regarding Contractor:**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

\_\_\_\_\_: Employer Identification and/or Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]

## **TERMS AND CONDITIONS TO AGREEMENT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services and Building & Safety cost. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation Insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the

Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on District property.
12. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six- square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
13. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
14. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
16. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
17. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

18. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
19. **ACCESS TO WORK:** District representatives and Project Manager shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
22. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
23. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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, arising out of or in connection with this Contract for the services performed in connection with this Contract.
24. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
25. **LABOR CODE REQUIREMENTS:** The Contractor 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, the Contractor 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 Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 25.1 **Registration:** Contractor 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.
- 25.2 **Certified Payroll Records:** Contractor 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 on a weekly basis 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 Contractor and/or each subcontractor in connection with the Work.
- 25.3 **Labor Compliance:** Contractor 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.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
28. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
30. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the

laws of the State of California with venue of any action in a County in which the District administration office is located.

31. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
32. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
33. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
34. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
37. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.
38. **UTILITY RELOCATION:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installation. When in doubt, the Contractor shall contact the utility concerned before proceeding further.
  - 38.1 When not otherwise required by the Plans and Specifications and when directed by the District, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction. The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy.

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**Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(A) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**Public Contract Code sections 20104 – 20104.6**

**§ 20104.**

- (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim 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 the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

#### **§ 20104.4.**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**END OF DOCUMENT**

**PERFORMANCE BOND**  
(100% OF CONTRACT PRICE)

**(Note: Contractor must use this form, NOT a surety company form.)**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement  
Project (EKHCD#2026.100)**

**OWNER: East Kern Health Care District**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the East Kern Health Care District (referred to as "Owner"), has awarded to \_\_\_\_\_ (referred to as "Contractor/Principal") a contract for the work described as follows: Covered porch addition to existing one-story addition and site improvements.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_, as Surety, are held firmly bound unto Owner in the penal sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of one year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of agent or representative in California, if different than above:

Telephone number of Surety, or agent or representative in California:

IN WITNESS WHEREOF, we have hereto set our hands and seals on this                    day of                    ,  
20                    .

[SEAL]

CONTRACTOR/PRINCIPAL

By \_\_\_\_\_  
Signature

Type or Print Name Above

Type of Print Title Above

SURETY

By \_\_\_\_\_  
Signature

Type or Print Name Above

Type of Print Title Above

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**END OF DOCUMENT**

**PAYMENT BOND**

Contractor's Labor & Material Bond  
(100% Of Contract Price)

**(Note: Contractor MUST use this form, NOT a surety company form.)**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement  
Project (EKHCD#2026.100)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the East Kern Health Care District, (referred to as "Owner"), has awarded to \_\_\_\_\_ (referred to as the "Contractor/ Principal") a contract for the work described as follows: Site improvements to 9278, 9300 & 9350 N Loop buildings.

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor

of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety

Name & address of agent or representative in California, if different than above

Telephone # of Surety, or agent or representative in California

IN WITNESS WHEREOF, we have hereto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[SEAL]

Contractor/Principal

By: \_\_\_\_\_  
Signature

Print Name Above

Print Title Above

Surety:

By: \_\_\_\_\_  
Signature

Print Name Above

Print Title Above

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**END OF DOCUMENT**

## **SPECIAL CONDITIONS**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

### **1. Mitigation Measures**

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (See Public Resources Code section 21000 *et seq.*)

### **2. Badge Policy For Contractors**

**2.1.** All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility. Badges must be filled out in full and contain the following information:

- Name of Contractor
- Name of Employee
- Contractor's address and phone number

**2.2.** Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

**2.3.** Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

### **3. Substitution for Specified Items**

**3.1.** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

**3.2.** If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

**3.3.** This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

**3.4.** A request for a substitution shall be submitted as follows:

Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

- All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
- Available maintenance, repair or replacement services;
- Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
- Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
- The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

**3.5.** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

- The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

- The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

**3.6.** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

**3.7.** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**3.8.** Contractor shall be responsible for any costs the District incurs for professional services or delay to the Project Schedule, if applicable, while Building & Safety reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and or delay to the Project Schedule, if applicable, while Building & Safety reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

#### **4. Weather Days**

Adverse Weather conditions are those wherein the weather satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project

#### **5. Permits, Certificates, Licenses, Fees, Approvals**

**5.1.** Payment for Permits, Certificates, Licenses, Approvals and Fees. Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work.

**END OF DOCUMENT**

**WORKERS' COMPENSATION CERTIFICATE**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

Labor Code Section 3700 provides:

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**END OF DOCUMENT**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement  
Project (EKHCD#2026.100)**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**END OF DOCUMENT**

## DRUG-FREE WORKPLACE CERTIFICATION

### PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

agree to abide by the terms of that statement.

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

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

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**EXCLUSION OF LEAD AND ASBESTOS PRODUCTS**

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

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

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

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

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

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_\_.

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**FINGERPRINTING CERTIFICATION**

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)**

I, \_\_\_\_\_, am an  
[type or print name]

[check one]

- Owner of the company named below
- Partner of the partnership named below
- President or CEO of the corporation named below
- Principal of the joint venture named below
- Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

[check one or more]

- [For compliance with Education Code Section 45125.2(a)(1)]  
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
- [For compliance with Education Code Section 45125.2(a)(2)]  
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee \_\_\_\_\_. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
- [For compliance with Education Code Section 45125.2(a)(3)]  
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
- [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- [For compliance where there is limited contact or less with pupils]  
That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

\_\_\_\_\_  
[name of contracting entity]

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

DATE:

SIGNATURE \_\_\_\_\_



## GENERAL NOTES:

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED CONSTRUCTION, PIPING, CONDUITS, CLEAN-OUTS, PULL BOXES, ETC. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DISTRICT AND ARCHITECT PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL GRADES ELEVATIONS, DIMENSIONS, AND CONDITIONS OF INSTALLATION PRIOR TO PROVIDING BID. ANY DISCREPANCIES DISCOVERED BY THE CONTRACTOR DURING THE ABOVE INVESTIGATIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. THE CONTRACTOR BY MEANS OF OFFERING A BID SHALL THEREBY CERTIFY THAT THE ABOVE STATED REQUIREMENTS HAVE BEEN MET.
3. GENERAL CONTRACTOR SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND TRANSPORTATION NECESSARY FOR THE COMPLETE AND PROPER EXECUTION OF THE WORK.
4. THE ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE ARCHITECT AND / OR STRUCTURAL ENGINEER.
5. ALL WORK SHALL CONFORM TO THE "APPLICABLE CODES" AS LISTED HEREON.
6. PROPERLY REMOVE ALL DEMOLISHED ITEMS AND MATERIALS FROM THE SITE AND DISPOSE OF ALL IN A LEGAL MANNER.
7. REPAIR OR REPLACE EXISTING WALKS, UTILITY LINES, LANDSCAPING, ETC. THAT ARE DAMAGED DURING CONSTRUCTION. PROTECT ALL EXISTING CONSTRUCTION DESIGNATED TO REMAIN.

# 2022 CALIFORNIA NONRESIDENTIAL MA

Y	N/A	RESPON. PARTY	SECTION 5.106.1 STORAGE OF LAND. Note: Larger commercial activities through
	<input type="checkbox"/>		<p><b>CHAPTER 3 GREEN BUILDING SECTION 301 GENERAL</b></p> <p><b>301.1 SCOPE.</b> Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.</p> <p><b>301.3 NONRESIDENTIAL ADDITIONS AND ALTERATIONS. [BSC-CG]</b> The provisions of individual sections of Chapter 5 apply to newly constructed buildings, building additions of 1,000 square feet or greater, and/or building alterations with a permit valuation of \$200,000 or above (for occupancies within the authority of California Building Standards Commission). Code sections relevant to additions and alterations shall only apply to the portions of the building being added or altered within the scope of the permitted work.</p> <p>A code section will be designated by a banner to indicate where the code section only applies to newly constructed buildings [N] or to additions and/or alterations [A]. When the code section applies to both, no banner will be used.</p> <p><b>301.3.1 Nonresidential additions and alterations that cause updates to plumbing fixtures only:</b></p> <p><b>Note:</b> On and after January 1, 2014, certain commercial real property, as defined in Civil Code Section 1101.3, shall have its noncompliant plumbing fixtures replaced with appropriate water-conserving plumbing fixtures under specific circumstances. See Civil Code Section 1101.1 et seq. for definitions, types of commercial real property affected, effective dates, circumstances necessitating replacement of noncompliant plumbing fixtures, and duties and responsibilities for ensuring compliance.</p> <p><b>301.3.2 Waste Diversion.</b> The requirements of Section 5.408 shall be required for additions and alterations whenever a permit is required for work.</p> <p>301.4 PUBLIC SCHOOLS AND COMMUNITY COLLEGES. (see GBSC) 301.5 HEALTH FACILITIES. (see GBSC)</p> <p><b>SECTION 302 MIXED OCCUPANCY BUILDINGS</b></p> <p><b>302.1 MIXED OCCUPANCY BUILDINGS.</b> In mixed occupancy buildings, each portion of a building shall comply with the specific green building measures applicable to each specific occupancy.</p>
	<input type="checkbox"/>		<p>5.106.1 ordinance implementing</p>
	<input type="checkbox"/>		<p>5.106.2 STORAGE OF LAND. Comp more of land, Note: Projects larger commercial</p>

# 2022 CALIFORNIA NONRESIDENTIAL MA

Y N/A RESPON. PARTY

**5.106.5.6.2.1 Reduced number of EV capable spaces.** The installation of each DCFC EVSE shall be permitted to reduce the minimum number of required EV capable spaces indicated in Table 5.106.5.6.1 by five and reduce proportionally the required electrical load capacity to the service panel or subpanel.

**5.106.5.6.2.2 Multiple connectors.** EVSE with multiple vehicle connectors capable of charging multiple EVs simultaneously shall be permitted if the electrical load capacity required by Section 5.106.5.6.1 for each EV capable space is accumulatively supplied to the EVSE.

**5.106.5.6.2.3 Use of automatic load management systems (ALMS).** ALMS shall be permitted for EVCS installed in accordance with Section 5.105.5.6.2. When ALMS is installed, the required electrical load capacity specified in Section 5.106.5.6.1 for each EVCS may be reduced when serviced by an EVSE controlled by an ALMS. Each EVSE controlled by an ALMS shall deliver a minimum 30 amperes to an EV when charging one vehicle and shall deliver a minimum 3.3 kW while simultaneously charging multiple EVs.

**5.106.5.6.3 EVCS alternative compliance.** In lieu of compliance with Section 5.106.5.6.2, EVCS shall be provided with Level 1, low power Level 2, or Level 2, or any combination of Level 1, low power Level 2 or Level 2 EVSE such that the total power supplied by the combination of EVSE meets the minimum power indicated in Table 5.106.5.6.3, based on the total number of actual parking spaces in each parking facility.

Y N/A RESPON. PARTY

**5.106.8.1** Lumin and st the ne

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**5.106.8.2** For lu within Table the frc

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**5.106** to pro

NUMBER OF PARKING SPACES IN A PARKING FACILITY	MINIMUM TOTAL POWER (KVA) REQUIRED FOR EVCS
0-9	0
10-25	7
26-50	14
51-75	20
76-100	27
101-150	40
151-200	60
201 AND OVER	Total required KVA = P x .05 x 6.6 Where P = Parking spaces in facility



# 2022 CALIFORNIA NONRESIDENTIAL M

Y	N/A	RESPON. PARTY

**5.504.4.3 Paints and coatings.** Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 California Air Resources Board Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply.

**5.504.4.3.1 Aerosol Paints and coatings.** Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.

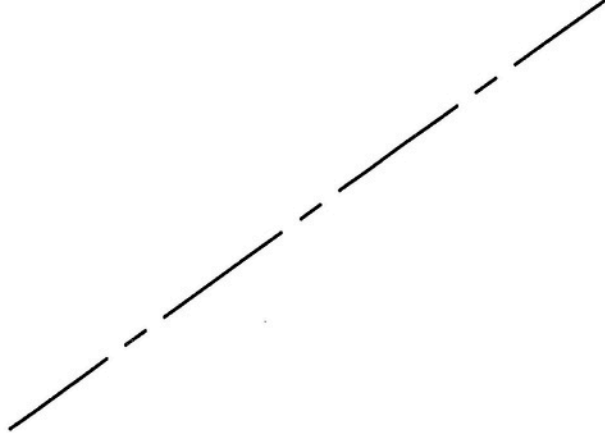
**TABLE 5.504.4.3 - VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS<sup>2,3</sup>**

GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS	COATING CATEGORY	CURRENT VOC LIMIT
	FLAT COATINGS	50
	NONFLAT COATINGS	100
	NONFLAT HIGH GLOSS COATINGS	150
	<b>SPECIALTY COATINGS</b>	
	ALUMINUM ROOF COATINGS	400
	BASEMENT SPECIALTY COATINGS	400
	BITUMINOUS ROOF COATINGS	50
	BITUMINOUS ROOF PRIMERS	350
	BOND BREAKERS	350

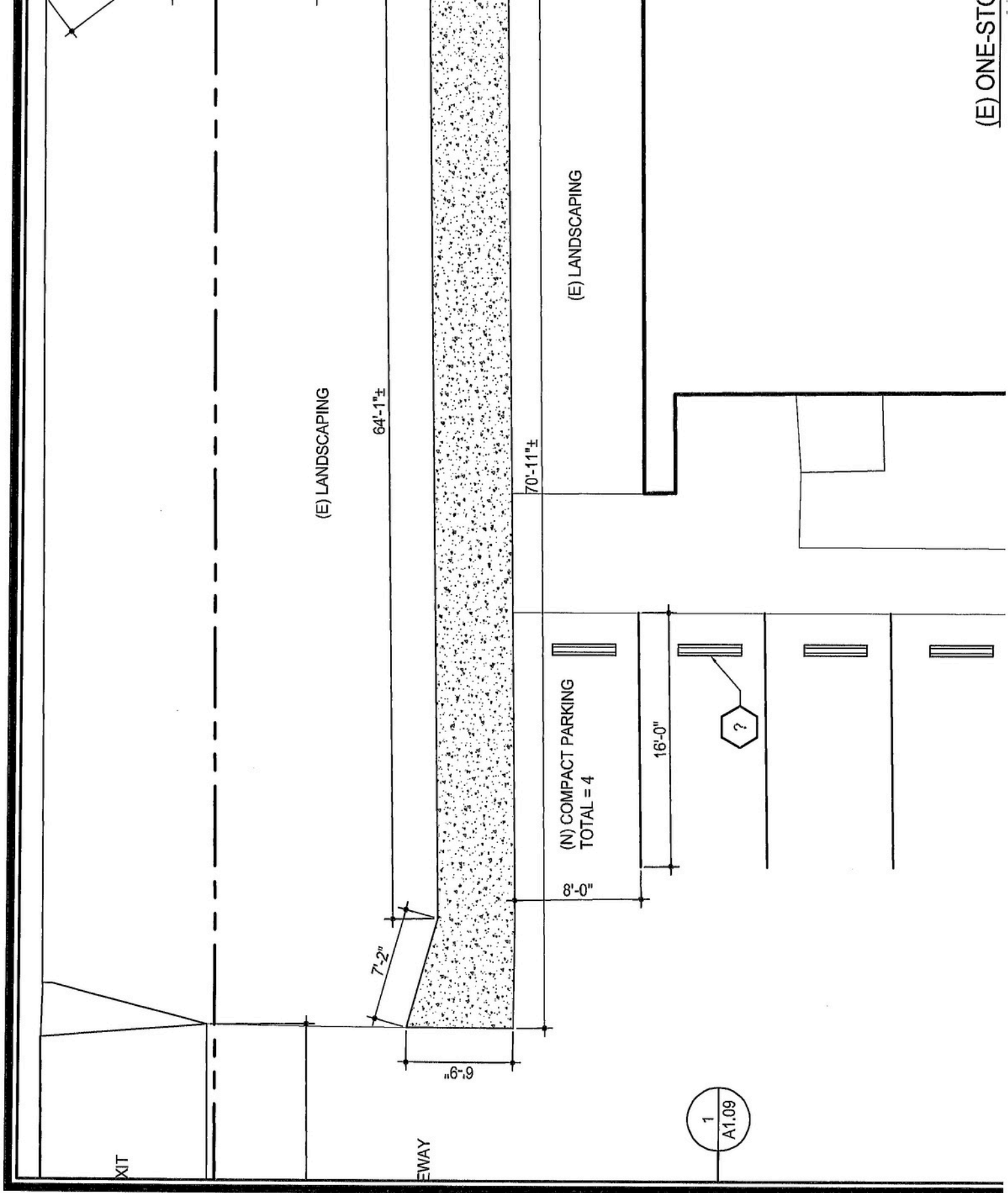
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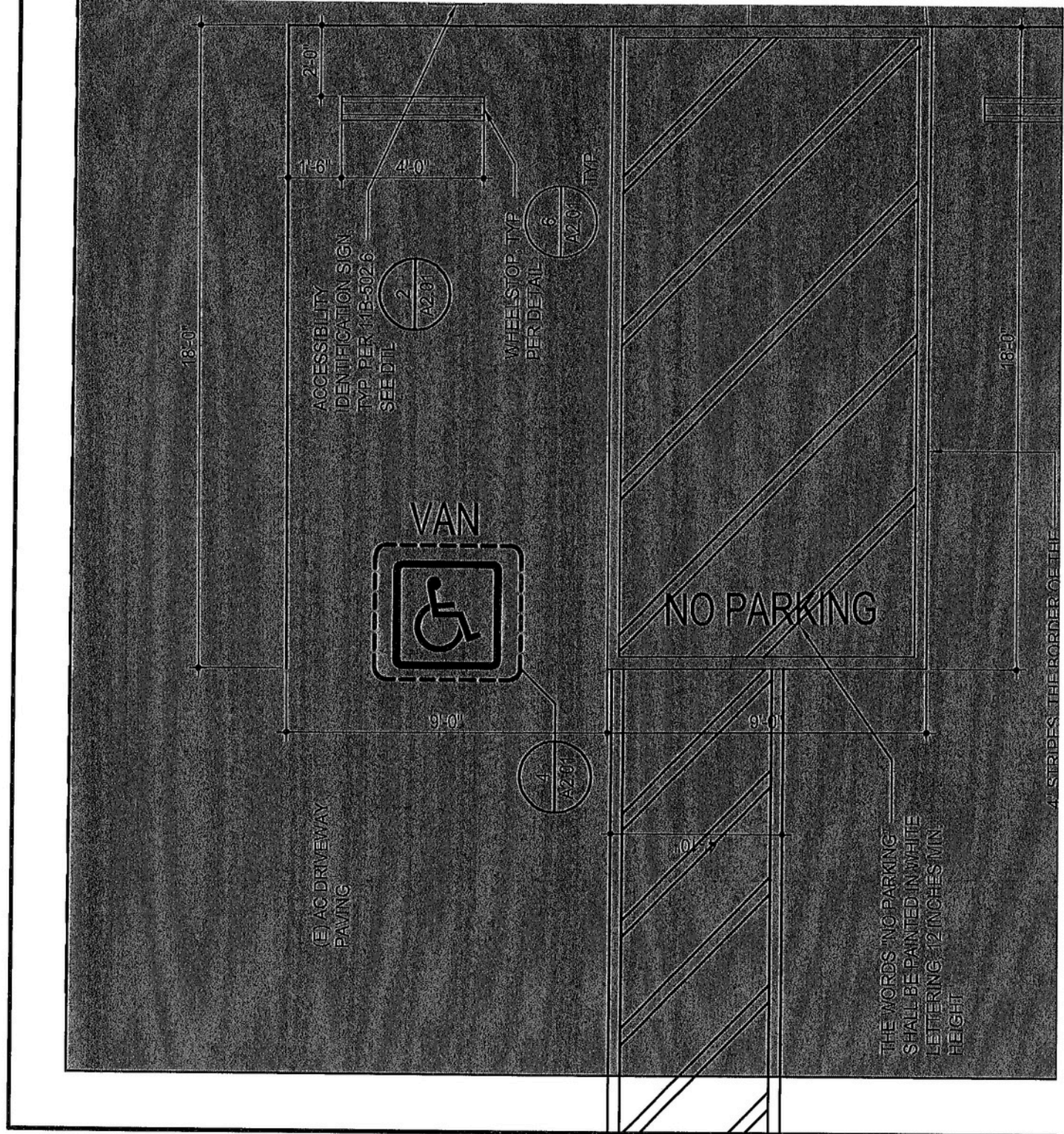
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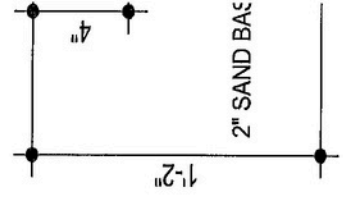
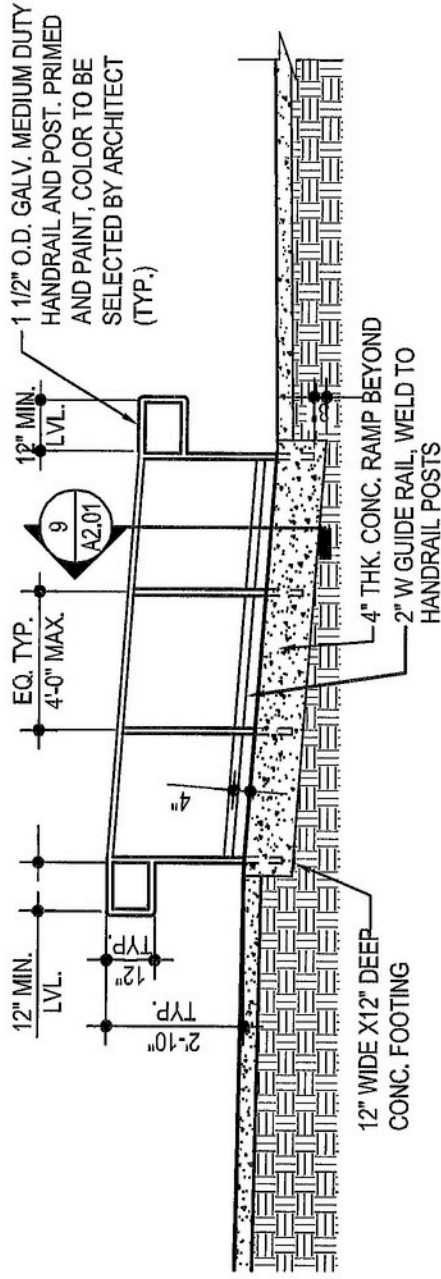




1  
A1.09







# RAMP SECTION

SCALE : 1/4" = 1'-0"

PROJECT NUMBER =  
DETAIL IDEN. =  
SHEET REFERENCE

10  
A2.01

CONCRETE  
SCALE : 1-1/2" = 1'

GENERAL NOTES

1. ALL GRADING AND CONSTRUCTION SHALL CONFORM TO KERN COUNTY BUILDING CODES AND THE STATE MODEL WATER EFFICIENCY LANDSCAPE ORDINANCE UNLESS SPECIFICALLY NOTED ON THESE PLANS.
2. ANY MODIFICATIONS OF OR CHANGES TO APPROVED GRADING OR DRAINAGE PLANS MUST BE APPROVED BY THE BUILDING OFFICIAL.
3. APPROVAL OF THESE PLANS REFLECT SOLELY ON THE REVIEW OF PLANS IN ACCORDANCE WITH THE KERN COUNTY BUILDING CODES AND DOES NOT REFLECT ANY POSITION BY THE KERN COUNTY OR THE DEPARTMENT OF PUBLIC WORKS REGARDING THE STATUS OF ANY TITLE ISSUES RELATING TO THE LAND ON WHICH THE IMPROVEMENTS MAY BE CONSTRUCTED. ANY DISPUTES RELATING TO TITLE ARE SOLELY A PRIVATE MATTER NOT INVOLVING KERN COUNTY OR THE DEPARTMENT OF PUBLIC WORKS.
4. CALIFORNIA PUBLIC RESOURCES CODE (SECTION 5097.98) AND HEALTH AND SAFETY CODE (SECTION 7050.5) ADDRESS THE DISCOVERY AND DISPOSITION OF HUMAN REMAINS. IN THE EVENT OF DISCOVERY OR RECOGNITION OF ANY HUMAN REMAINS IN ANY LOCATION OTHER THAN A DEDICATED CEMETARY, THE LAQ REQUIRES THAT GRADING IMMEDIATELY STOPS AND NO FURTHER EXCAVATION OR DISTURBANCE OF THE SITE, OR ANY NEARBY AREA WHERE HUMAN REMAINS MAY BE LOCATED, OCCUR UNTIL THE FOLLOWING HAS BEEN MEASURED HAVE BEEN TAKEN:
  - 4.1. THE COUNTY CORONER HAS BEEN INFORMED AND HAS DETERMINED THAT NO INVESTIGATION OF THE CAUSE OF DEATH IS REQUIRED, AND
  - 4.2. IF THE REMAINS ARE OF NATIVE AMERICAN ORIGIN, THE DESCENDANTS FROM THE DECEASED NATIVE AMERICANS HAVE MADE A RECOMMENDATION FOR THE MEANS OF TREATING OR DISPOSING, WITH APPROPRIATE DIGNITY, OF THE HUMAN REMAINS AND ANY ASSOCIATED GRAVE GOODS.
5. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
6. ALL EXPORT OF MATERIAL FROM THE SITE MUST GO TO A PERMITTED SITE APPROVED BY THE BUILDING OFFICIAL OR A LEGAL DUMPSITE. RECEIPTS FOR ACCEPTANCE OF EXCESS MATERIAL BY A DUMPSITE ARE REQUIRED AND MUST BE PROVIDED TO THE BUILDING OFFICIAL UPON REQUEST.
7. A COPY OF THE GRADING PERMIT AND APPROVED GRADING PLANS MUST BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.
8. SITE BOUNDARIES, EASEMENTS, DRAINAGE DEVICES, RESTRICTED USE AREAS SHALL BE LOCATED PER CONSTRUCTION STAKING BY FIELD ENGINEER OR LICENSED SURVEYOR. PRIOR TO GRADING, AS REQUESTED BY THE BUILDING OFFICIAL ALL PROPERTY LINES, EASEMENTS, AND RESTRICTED USE AREAS SHALL BE STAKED.
9. THE STANDARD RETAINING WALL DETAILS SHOWN ON THE GRADING PLANS ARE FOR REFERENCE ONLY. STANDARD RETAINING WALLS ARE NOT CHECKED, PERMITTED, OR INSPECTED PER THE GRADING PERMIT. A SEPARATE RETAINING WALL PERMIT IS REQUIRED FOR ALL STANDARD RETAINING WALLS.

INSPECTION NOTES, CONT'D

- (c) ROUGH - WHEN APPROXIMATE FILL DRAINAGE TERRACES, SWALES AND SLOPE; AND THE STATEMENTS RECEIVED.
  - (d) FINAL - WHEN GRADING HAS BEEN INSTALLED; SLOPE PLANTING ESTIMATED AND THE AS-BUILT PLANS, REQUESTED RECEIVED.
16. ALL GRADED SITES MUST HAVE DRAINAGE DEVICES INSTALLED PER

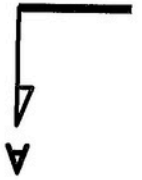
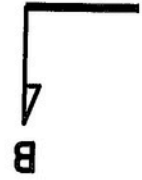
DRAINAGE NOTES

17. ROOF DRAINAGE MUST BE DIVERTED
18. PROVISIONS SHALL BE MADE FOR
19. ALL CONSTRUCTION AND GRADING BE DONE PER PRIVATE DRAIN PD 1 TRANSFER DRAIN MTD NO. \_\_\_\_\_

GENERAL GEOTECHNICAL NOTES

20. ALL WORK MUST BE IN COMPLIANCE IN THE GEOTECHNICAL CONSULTANT GRADING PLANS AND SPECIFICATIONS
21. GRADING OPERATIONS MUST BE CONDUCTED BY THE GEOTECHNICAL CONSULTANT TO BE SUBMITTED TO THE GEOLOGICAL ENGINEER
22. THE SOIL ENGINEER SHALL PROVIDE PREPARATION OF THE NATURAL GRADE COMPACTED TO THE NATURAL GRADE PERFORMED IN ACCORDANCE WITH REQUIREMENTS.
23. ROUGH GRADING MUST BE APPROVED AND SOILS ENGINEERING REPORT INCLUDED IN THE FINAL GEOLOGY REPORT
24. FOUNDATION, WALL AND POOL EXCAVATION APPROVED BY THE CONSULTING GEOTECHNICAL ENGINEER
25. BUILDING PADS LOCATED IN CUT/FILL OVER-EXCAVATED A MINIMUM OF 6" BELOW FINISH GRADE

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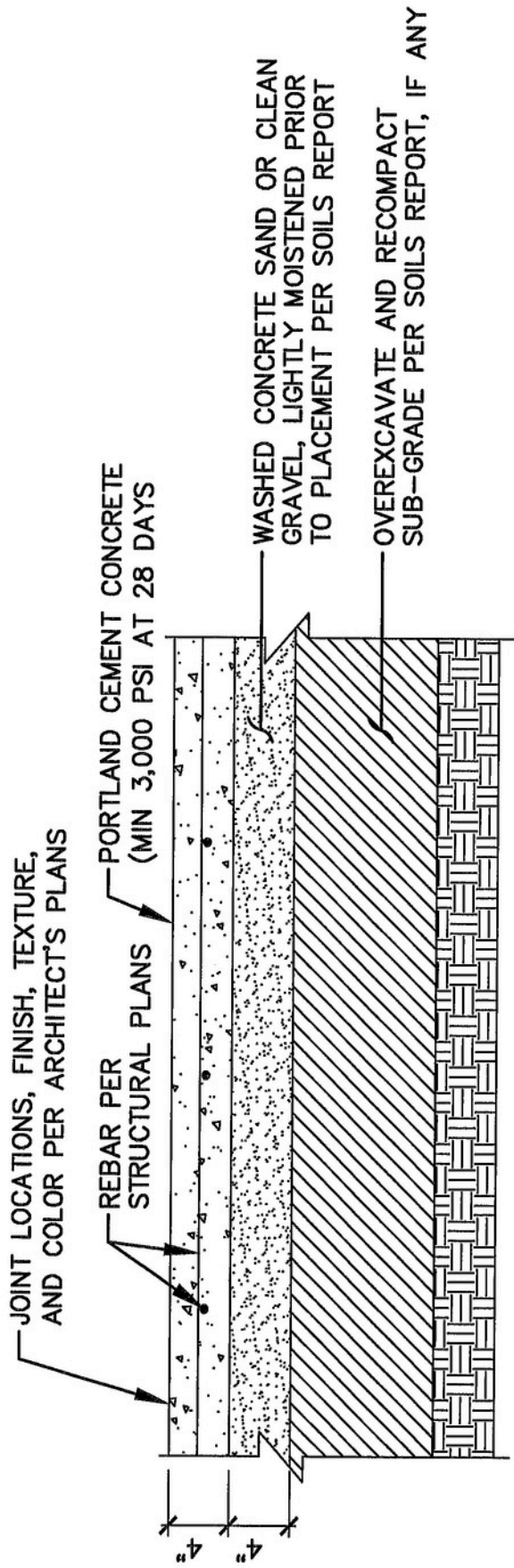
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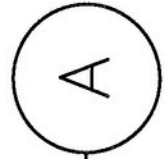


NOTES:

1. CONSTRUCT THICKENED EDGE AT WALKWAY PERIMETER PER DETAIL ON THIS SHEET.
2. SAWCUT OR TOOLED CRACK CONTROL JOINTS AT 8' MAX O.C. E.W. PER DETAIL ON THIS SHEET.
3. CONSTRUCT EXPANSION JOINTS AT 40' MAX O.C. E.W. AND AT ADJACENT STRUCTURES PER DETAIL ON THIS SHEET.

P.C.C. PAVEMENT WALKWAY SECTION

N.T.S.



TYPICAL REINFORCING STEEL PER P.C. CONCRETE PAVEMENT OR WALKWAY SECTION

# **PROJECT MANUAL**

for

## **9278, 9300 & 9350 N Loop Blvd. AC Paving & Site Improvement Project**

EAST KERN HEALTH CARE DISTRICT  
P.O.Box 2546  
California City, CA 93505

PREPARED BY:

Joselito M. Lacson  
Project Manager  
40532 Polo Ct.  
Palmdale, CA 93551

**Project No. 2026.100**

# DIRECTORY

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PROJECT MANAGER

JOSELITO M LACSON  
40532 Polo Ct.  
Palmdale, CA 93551  
661.361.0818

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CIVIL ENGINEER

AL7 ENGINEERING  
27240 Turnberry Lane, Suite 200  
Valencia, CA 91355  
661.219.3063

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SECTION 011100  
SUMMARY OF WORK

1.00 GENERAL

1.01 SUMMARY

- A. The Project consists of design and construction of the following items:
1. Demolition of partial sidewalks in various locations at 9278, 9300 and 9350 N Loop buildings.
  2. New concrete sidewalks in various location around 9278, 9300 & 9350 N Loop buildings.
  3. New accessible and standard parking stripping for 9278, 9300 & 9350 N Loop buildings.
  4. New accessible curb ramps from public right of way.

1.02 PHASING/CONTRACTOR'S USE OF PREMISES

- A. Obtain and pay for use of additional storage, work areas or parking needed for operations or Contractor's employees.
- B. Use of site: Limit to areas directed by the District.
1. Allow District access to maintain and operate other existing facilities.
  2. Permit unimpeded access by firefighting, law enforcement agencies and rescue equipment.
  3. Access to and egress from construction site shall be in strict conformance to prearranged routes approved by the District, with the understanding that curtailment of traffic or revision of access routes may be required on short notice if the District's operations mandate such changes because of excessive noise, or problems with safety, service, or supply.
- C. Partial District's occupancy: The District reserves the right to place and install equipment in areas of the Project prior to Substantial Completion provided it doesn't interfere with normal completion of Work. This partial occupancy shall not constitute acceptance of the Work.

1.03 WORK NOT IN CONTRACT

- A. The following will be provided by the District under separate contracts.
1. Tests and inspections specified to be provided by the District in the Contract Documents.

4. Items noted NIC (Not In Contract) on the Drawings or in the Specifications.
  4. Items noted OFCI (Owner Furnished Contractor Installed) on the drawings or the specifications shall identify those items that will be purchased and delivered to project by the Owner but for which the Contractor(s) shall be responsible for all labor and materials necessary to fully and properly install the supplied items.
- B. When work of this Contract requires the Contractor to make allowance for the above in his work, and to provide supports, power, conduits, stub-outs and other services to these items, the drawings, manufacturer's data and other information necessary for Contractor's work will be provided by the District upon request.

#### 1.04 DEFINITIONS

- A. In addition to other definitions included in these Specifications, the following applies to the Work:
1. Approved, approved equal, or equal, mean as approved and accepted by the Designer, Engineer and District.
  2. As necessary means essential to completion of Work.
  3. As required means as required by Contract Documents.
  4. As selected, as approved, as directed or words of similar import mean as selected by, as approved by, or as accepted by the Designer and Engineer. No implied meaning shall be interpreted to extend Designer's or Engineer's responsibility into the Contractor's area of Contractor's supervision.
  5. As shown, as detailed, as indicated and words of similar import mean as indicated on the Drawings.
  6. Building Department and Authorities Having Jurisdiction: All agencies, individually or collectively, charged by statute with administration/enforcement of requirements of the Building Code at Project location.
  7. Concealed means embedded in masonry, concrete or other construction, installed within furred spaces, within a wall/partitions or above suspended ceilings, in trenches, in crawl spaces, or in enclosures.
  8. Equipment means a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
  9. Exposed means not installed underground or concealed as defined above.
  10. Fabricated means items specifically assembled or made out of selected materials to meet individual design requirements for the Project.
  11. Furnish (materials) means to supply and deliver to the Project ready for installation and in operable condition.
  12. Include/including means include/including, without limitation.

13. Install (services or labor) means to place in final position, complete, anchored, connected, and in operable condition.
14. Interior means a space completely enclosed by walls, solid door(s), floor and ceiling.
15. Exterior means a space which does not meet the definition for "interior" above.
16. Manufactured applies to standard units usually mass-produced.
17. Manufacturer's directions, instructions, recommendations, specifications means manufacturer's written directions, instruction, recommendations, specifications.
18. Materials are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of Work.
19. Named products are items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature current as of the date of the Contract Documents.
20. Owner furnished/Contractor installed (OFI) means that some equipment may be Owner furnished and delivered to site by District and installed on site by Contractor under this Agreement.
21. Owner provided (OP) means items or equipment that shall be furnished and installed under separate contract by Owner/District. Product(s) means materials, systems, and equipment, and terms of similar intent.
22. Product(s) means materials, systems, and equipment, and terms of similar intent.
23. Provide means to supply, fabricate, deliver, place, and connect, complete in-place, ready for operation and use. When neither furnish, install nor provide is stated, provide is implied.
24. Division means Division of these Specifications except where the obvious intent is the act or process of dividing. Divisions are groups of related Sections.
25. Section means Section of these Specifications, except where the obvious intent is one of several components, a piece. Section is usually a basic unit of Work.
26. Shall is mandatory.
27. Submit, submittal, submission mean submit to Designer or Engineer for review, unless otherwise stated.

#### 1.05 TITLING AND ARRANGEMENT

- A. Article, Paragraph and subparagraph titles and other identifications of subject matter in Specifications are intended as an aid in locating and recognizing various requirements in beginning words of a sentence or where title establishes subject, titles are subordinate to and do not define, limit, or otherwise restrict Specification text.

- B. Underlining, bolding or capitalizing of words in the text does not signify or mean that such words convey special or unusual meaning.
- C. Specification text governs over titling and shall be understood to be and interpreted as a whole.
- D. The order of articles, paragraphs, subparagraphs, and sub-subparagraphs in the Specifications text is defined by the sequence of indentations.

#### 1.06 INTERPRETATION

- A. Unless otherwise stated in the Contract Documents, technical words and abbreviation contained in the Contract Documents are used in accordance with commonly understood construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.
- B. Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.
- C. Whenever context so requires, use of the singular number shall be deemed to include the plural and vice versa.
  - 1. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever context so requires.
  - 2. Captions and headings of various subdivisions of Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of Contract Documents or any subdivision thereof.

END OF SECTION

SECTION 013216  
CONSTRUCTION SCHEDULE

1.00 GENERAL

1.01 SECTION INCLUDES

- A. Construction Schedule procedures, preparation, submittal, updates, and revisions.

1.02 RELATED SECTIONS

- A. Section 013323: Submittals.
- B. Section 017720: Project Record Documents.

1.03 SCHEDULE

- A. The construction of this project will be planned and recorded with a conventional Critical Path Method (CPM) schedule. The schedule shall be used for coordination, monitoring, and payment of all work under the contract including all activity of subcontractors, vendors, suppliers, and for all submittals.
- B. Contractor is responsible for preparing the schedule. All costs incurred by Contractor in preparing the schedule shall be borne by Contractor as a part of its responsibility under this contract.

1.04 PROCEDURES

A. Baseline Construction Schedule

- 1. Before proceeding with any work on site, Contractor shall prepare, submit, and receive District's approval of a Baseline Construction Schedule. This schedule shall provide a detailed breakdown of activities scheduled for the first 90 days of the project and shall include mobilization, submittals, procurement, and construction.
- 2. No contact work may be pursued at the site without an approved Baseline Construction Schedule or an approved CPM schedule.

- B. Within thirty (30) calendar days after date of Notice to Proceed, Contractor shall submit, for review, a Detailed Project Schedule setting forth all requirements for complete execution of work.

C. Preparation of Detailed Project Schedule

1. The construction time, for the entire project or any milestone, shall not exceed the specified contract time. In the event that any milestone date or contract completion date is exceeded in the schedule, logic and/or time estimates will be revised.
  2. Following the District's review, if revisions to the proposed schedule are required, the Contractor shall do so promptly. The schedule must be finalized within 60 days of the Notice to Proceed. Failure to finalize the schedule by that date will result in withholding all contract payments until the schedule is finalized.
- D. Simultaneously with each submittal of Progress Payment Request, Contractor shall deliver to the District an updated Detailed Project Schedule reflecting work progress as of end of previous reporting period. Each such Schedule shall indicate actual progress to date in execution of work, together with a projected schedule for completion of work.
- E. All Schedule submittals are subject to review and acceptance by the District. The District shall withhold progress payments until Contractor submits a Detailed Project Schedule acceptable to the District.
- F. Concurrent with the District's acceptance of Contractor's submitted Detailed Project Schedule, shall be Contractor's signature of acceptance.

#### 1.05 PREPARATION GUIDELINES

- A. Work of this Contract shall be scheduled and progress monitored using a bar chart, although any of the CPM network type scheduling systems, including precedence diagramming or arrow are acceptable. Scheduling system shall show the sequence and interdependence of all activities required for complete performance of all items of work under this contract, including all approvals, shop drawings and other submittals and approvals, and fabrication and delivery activities. Scheduling system shall indicate all inter-relationships between trades and suppliers.
- B. Level of detail indicated in schedule shall be equal to or greater than that provided by Table of Contents of Contract Technical Specifications, including any addenda. Duration and events indicated on schedule shall conform to phasing set forth in the Contract and shall show any area or building within a particular phase. Schedule shall indicate any and all Contract "milestone events" and other milestones agreed to by the District, but no other manually-imposed dates will be accepted unless approved.
- C. Detailed Project Schedule shall represent a practical plan to complete work within time requirements of the Contract.

1. The Contractor may submit a Detailed Project Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Detailed Project Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Detailed Project Schedule be the basis for any extension of the Contract Time.
  2. A schedule found unacceptable by the District shall be revised by Contractor and resubmitted.
- D. Detailed Project schedule shall clearly indicate sequence of construction activities, grouped by applicable phase and sorted by areas, buildings, or facilities within phase, and shall specifically indicate:
1. Start and completion of all items of work, their major components, and interim milestone completion dates, as determined by Contractor and the District.
  2. Activities for procurement, delivery, installation of equipment, materials, and other supplies, including:
    - a. Time for submittals, re-submittals, and reviews. Include decision dates for selection of finishes, if applicable.
    - b. Time for fabrication, and delivery of, manufactured products for work.
    - c. Interdependence of procurement and construction activities.
    - d. As applicable, dates for testing, balancing equipment, and final inspection.
- E. Schedule shall be in sufficient detail to assure adequate planning and execution of work.
1. Each activity shall range in duration no longer than two (2) weeks and shall be total of actual days required for completion, and shall include consideration of normal weather impact on completion of that activity.
  2. The activities are to be described so that the work is readily identifiable and the progress of each activity can be readily measured. For each activity, Contractor shall identify the trade or subcontractor performing the work, the duration of the activity in work days, the manpower involved by trade, the equipment involved, the location of the work, and a dollar value of the activity. The dollar value assigned to each activity is to be reasonable and based on the amount of labor, materials, and equipment involved. When added together, the dollar value of all activities are to equal the contract price.
  3. Schedule shall be suitable, in judgement of the Architect, to allow monitoring and evaluation of progress in performance of work; it shall be calendar time-scaled and, at a minimum, in a Bar Chart format.

4. Activities shall include:
  - a. Description; what is to be accomplished and where.
  - b. Workday duration.
  - c. Scheduled activities shall indicate continuous flow, from left to right.
5. Identify days per week and shifts per day worked; also, non-work days and holidays.
6. For all schedules submitted, Contractor shall provide the following:
  - a. Computerized sorts by:
    - (1) Total Float
    - (2) Early Start
    - (3) Area Sort
    - (4) Trade responsibility
  - b. 60-day look ahead bar charts by early start.
  - c. A narrative explaining progress to date on the project, work required in the succeeding update period, a description of the critical path, and comments concerning potential problem areas.
  - d. Contract will submit four copies of each of the above.
- F. Failure to include any element of work required for performance of this Contract shall not excuse Contractor from completing work required to comply with the Contract Documents, notwithstanding acceptance of Construction Schedule.
- G. Submittal of Construction Schedule shall be understood to be Contractor's confirmation that the schedule meets requirements of the Contract Documents, and that work will be executed in sequence indicated in schedule.

#### 1.06 REVIEWS, UPDATES, AND REVISIONS

- A. The District will review and return Contractor's Detailed Project Schedule, with summary comments, within Seventeen (17) calendar days. If revisions are required, Contractor shall resubmit Schedule within fourteen (14) calendar days following receipt of the District's comments.
- B. After Contractor and the District agree to a final schedule, it will become the Project Construction Schedule and considered part of the Contract Documents. No changes to Schedule will be allowed unless mutually agreed upon with the District.
- C. Contractor shall analyze and update the Detailed Project Schedule:

1. As part of monthly payment application, Contractor shall submit to and participate with the District in a schedule review to include:
    - a. Actual completion dates for work items completed during report period.
    - b. Actual start dates for work items started during report period.
    - c. Estimated remaining duration for work items in progress, which will not exceed original duration for activity.
    - d. Estimated start dates for work items scheduled to start during month following report period, if applicable.
    - e. Changes in duration of work items.
    - f. A summary bar chart schedule, organized first by work segment plan, and then by area (building number or other appropriate subdivision) shall show construction progress in each area. The previous schedule shall be included in this report to compute the current performance with the original planned sequence of work.
  2. In case of a change to Contractor's planned sequence of work, Contractor shall include a narrative report with updated progress schedule which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors, and any proposed revisions for a recover plan.
  3. All change orders affecting this schedule shall be clearly identified as a separate and new activity.
  4. Review of Detailed Project Schedule will not relieve Contractor of responsibility for accomplishing all work in accordance with the Contract Documents.
- D. Updates: The Contractor shall submit to the District, with each payment application, an up-to-date Detailed Project Schedule to include following:
1. Work Item Report: Detailing work items and dependencies as indicated on Bar Chart.
  2. Separate listing of activities completed during reporting period.
  3. Separate listing of activities which are currently in progress, indicating their remaining duration and percentages completed.
  4. Separate listing of activities which are causing delay in work progress.
  5. Narrative report to define problem areas, anticipated delays, and impact on Detailed Project Schedule. Report corrective action taken, or proposed, and its effect, including effect of changes on schedules of separate contractors.

6. Resolution of conflict between actual work progress and schedule logic: when out-of-sequence activities develop in the Schedule because of actual construction progress, Contractor shall submit a revised schedule to conform to current job sequence and direction.
- E. If, according to current updated Detailed Project Schedule, the District determines Contractor is behind the Contract completion date or any interim milestone completion dates, considering all time extensions to which Contractor is entitled, Contractor shall submit a revised schedule, showing a workable plan and a narrative description to complete project on time. In accordance with Article 1.06, Paragraph C-2.
  1. The District shall withhold progress payments until a revised schedule, acceptable to the District, is submitted by Contractor.
- F. Scheduling of change or extra work orders is responsibility of Contractor.
  1. Contractor shall revise Detailed Project Schedule to incorporate all activities involved in completing change orders or extra work orders and submit it to the District for review.
- G. If the District finds Contractor is entitled to extension of any completion date, under provisions of the Contract, the District's determination of total number of days extension will be based upon current analysis of Construction Schedule, and upon data relevant to extension.
- H. Contractor acknowledges and agrees that delays to non-critical activities will not be considered a basis for a time extension unless activities become critical. Non-critical activities are those activities which, when delayed, do not affect an interim or final Contract completion date.
- I. Any claim for extension of time shall be made in writing to the Architect not more than seven (7) days after commencement of delay; otherwise, it shall be deemed finally waived for all purposes. Contractor shall provide an estimate of probable effect of such delay on progress of work as part of claim.

#### 1.07 CONTRACTOR'S RESPONSIBILITY

- A. Nothing in these requirements shall be deemed to be a usurpation of Contractor's authority and responsibility to plan and schedule work as Contractor sees fit, subject to all other requirements of Contract Documents.
- B. Contractor shall provide at all times sufficient competent labor, materials, and equipment to properly carry on work and to insure completion of each part in accordance with Construction Schedule and within time agreed.
- C. Contractor shall be responsible for ensuring that all submittals to the District are accurate and consistent. Damages, including extra time and cost, caused by inaccuracies from Contractor will be compensated by Contractor.

1.08 SUSPENSION OF PAYMENTS

- A. Initial Submittal: The District has the right to withhold progress payments until Detailed Project Schedule is accepted by the District.
- B. Update Submittals: The District has the right to withhold progress payments if Contractor fails to update and submit Detailed Project Schedule and reports as required by the District.

1.09 RECORD COPY

- A. At completion of work items, submit Detailed Project Schedule reflecting "as-built" sequence.

1.10 FORM OF SUBMITTAL

- A. All Detailed Project Schedule submittals shall be transmitted with a Letter of Transmittal and shall include three (3) hard copies and one (1) electronic copy.

2.00 PRODUCTS

Not used.

3.00 EXECUTION

Not used.

END OF SECTION

SECTION 013323  
SHOP DRAWINGS AND SAMPLES

1.00 GENERAL

1.01 SUMMARY

- A. This Section establishes general requirements for shop drawings and samples, and supplements similar provisions found elsewhere in the Contract Documents.

1.02 GENERAL REQUIREMENTS

- A. Prior to submission to Architect, Contractor to check all shop drawings, brochures, and other such construction data for quantity, size, and dimensions. Architect will answer questions raised by Contractor, and will make determination regarding quality of material and equipment, design and arrangement decisions, and color selections, but will not be responsible for quantity, size, or dimensional errors on shop drawings. In cases of omission and obvious error, and in cases of conflict, either between details on Contract Drawings or Specifications, such questions shall be brought to the Architect's attention, and Architect will give prompt answers to such questions.
  - 1. Colors and textures to be selected will be selected from all available colors and textures, regardless of price ranges. For instance, where the first manufacturer listed has 20 colors or color ways available, that is the minimum number that shall be available for selection. Products of other manufacturers may be submitted, but the cost of colors considered special shall be included in the Contract Sum if their number is less than 20. When colors or textures are custom from any manufacturer, they will be so identified.
- B. Carefully review subcontractors' submittals for completeness and correctness and stamp and acknowledge such review on submittals, prior to transmitting them to Architect.
- C. Close adherence to these requirements is necessary to avoid delay in processing of shop drawings by the Architect. Deviation from these requirements may result in rejection of the submittal. Contractor will be held responsible for delays resulting from tardy and improper submittals.
- D. Obtain approvals from required agencies, prior to submittal to the Architect, for all revisions, substitutions of materials or design, including all structural deviation from the design as shown and specified.

1.03 SUBMITTALS

- A. Shop drawings, minimum (District may request more):
  - 1. One transparent vellum reproducible, reverse-reading.
  - 2. 6 blue-line prints bound in sequence.

- B. Brochures/material list/specifications/concrete mix designs: 6 sets each bound in sequence.
- C. Samples: 3 each, unless additional samples are requested by the District.

#### 1.04 SUBMITTAL PROCEDURES

- A. Identify submittals with job name, location, and Architect's job number. They shall be reviewed, stamped with an approximately 3 in. x 1/2 in. identification stamp, and have the signed approval of Contractor, prior to submission to Architect. Each sheet of drawings, both prints and transparencies, shall be so identified and signed.
- B. Bound sets of brochures, catalog sheets, specifications and materials lists shall include an index sheet, completely identifying the entire content of the submittal in sequential order. At his option, the Contractor may identify, stamp and sign only this index sheet.
- C. In lieu of signing each brochure, Contractor may indicate on Letter of transmittal that he has reviewed and approved all material included. This does not eliminate requirements for identification stamp information.
- D. Architect will return to the Contractor one copy of the vellum transparency of drawings and 1 brochure, stamped and signed with corrections, if any. If the Contractor desires additional copies returned, then he must so request and submit the extra copies.
- E. Handle re-submittals the same as the original submittals, but identify as such and use the Architect's original shop drawing number.
- F. Accompany each submittal by a letter of transmittal containing a complete itemized and numbered list of the submitted material together with the subcontractor's name. A separate Letter of transmittal shall accompany each submittal from different subcontractors and different categories (trade and building units).
- G. Segregate and submit shop drawing submittals separately for each building unit comprising entire Project. Submittals shall be made as though each building unit and the site are separate projects.

#### 1.05 SAMPLES

- A. Labeling: Identify each sample with at least a 3 in. by 4 in. label with the following information.
  - 1. Complete identification stamp information in accordance with submittals procedure in paragraph 1.04, A.
  - 2. Name, finish, and composition of the material.
  - 3. Location or intended use on the Project.

- B. Size of samples: Of sufficient size to show all salient features of material or item, and which are truly representative of the extremes of variation in color, texture, finish, and construction to be expected in installed work. Samples of framed materials shall include a corner joint. Allow space for 5 in. by 3 in. Architect's review stamp.
- C. Mock-ups: Specifications may require mock-ups of proposed construction elements, using actual materials and full-size components. Such mock-ups shall be included in the Contract Sum.
- D. Review of samples: After review, samples will be stamped or labeled to indicate their review, and one sample will be returned to the Contractor.
  - 1. Samples retained by the Architect will constitute the standard of quality and appearance of all materials of the type represented by the sample.
  - 2. When samples are rejected, Contractor will be given reasons for rejection and shall resubmit samples until, in the opinion of the Architect, they comply with Contract requirements.
- E. At the option of the District or Architect, samples may be subject to testing. In such event, additional samples as may be required shall be supplied by the Contractor at no additional cost.

END OF SECTION

SECTION 014000  
QUALITY CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Divisions 2 through 33 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
  - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.

2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect

installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.

b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

c. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.

2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 1.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 015000  
TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide all temporary facilities and controls required for the performance of the Work.
- B. Supervise the use of all temporary facilities and controls. Enforce compliance with applicable standards. Prevent abuses of services.

1.02 SAFETY

- A. Guard machinery, equipment, and all hazards in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.
  - 1. Protect all hazards with adequately constructed guard rails or barricades and provide lanterns, warning lights, and the like, as necessary. Eliminate all attractive nuisance from the work and the room site.
  - 2. To this end, dispose, store, guard, and protect the premises and all work materials, equipment and both permanent and temporary construction so as to preclude the unauthorized use thereof by children or others and particularly to eliminate possible consequent injury to all persons.
- B. Structural design of all items used in the construction of the building and not a permanent part thereof, including, shoring for concrete and masonry work, the temporary bracing for structural steel, and the shoring of cut earth banks, its the sole responsibility of the Contractor.

1.03 SCAFFOLDING AND HOISTS

- A. Furnish and maintain hoists, staging, rigging, scaffolding, and runways required in the prosecution of the work. Erect, equip and maintain such temporary work in accordance with statutes, laws, ordinances, rules or regulations of the State of California and other authorities and Insurance Companies having jurisdiction.

1.04 DUST CONTROL

- A. During the life of the Contract, provide effective means of dust control both within the structure and on the surrounding site.
- B. Obtain the Architect's approval before use of any means except water.
- C. Water all active construction areas as often as needed to control dust.
- D. Cover all trucks hauling soil, sand and other loose materials or require all trucks to maintain at least 2 feet of freeboard.

- E. Apply water 3 times daily, or apply non-toxic soil stabilizers on all unpaved access roads, parking areas and staging areas at construction site.
- F. Sweep daily with water sweeper, all paved access roads, parking areas and staging areas at construction site.
- G. Sweep streets daily with water sweeper, if visible soil material is carried onto adjacent public streets.
- H. Hydroseed or apply non-toxic stabilizers to inactive construction areas (previously graded areas inactive for 10 days or more).
- I. Enclose, cover water twice daily or apply non-toxic soil binders to exposed stockpiles of dirt, sand and other loose materials.
- J. Limit traffic speed on unpaved roads to 15 mph.
- K. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- L. Replant vegetation in disturbed areas as quickly as possible.

#### 1.05 MAINTENANCE OF TRAFFIC

- A. Maintain traffic on all streets adjacent to or leading to the site.
- B. Where construction operations interfere with the free movement of traffic, provide traffic controls, flagmen or similar devices to efficiently control traffic movement.
- C. Provide a traffic control permit from the local authorities if required.
- D. Schedule delivery of materials and construction activities so that they do not interfere with student/public traffic at drop-off and pick-up.

#### 1.06 DEWATERING

- A. Furnish and maintain all pumps or other dewatering devices required by this Work.

#### 1.07 PROJECT OFFICE

- A. Provide and maintain, for the duration of the Contract, a project office, complete with heat, light, ventilation and convenience outlets. The office shall be of sufficient size for the Contractor's personnel and operators and shall provide desk space for use by the Architect and for inspection personnel.

#### 1.08 TELEPHONE

- A. Provide and pay for all necessary temporary telephone service.

- B. Maintain telephone(s) in continuous service on the project site during the course of the Work and make available at all times, free and unrestricted, to the Architect's and District's representatives for calls in direct connection with the Work.

#### 1.09 TEMPORARY TOILETS

- A. Provide temporary toilet facilities for all personnel employed on the Project. Maintain toilets in a clean and sanitary condition at all times. Remove at Project completion.

#### 1.10 CONSTRUCTION WATER AND POWER

- A. Make arrangements for all water and power required for the Project. Provide all temporary lines and arrange for billing to go directly to District. Remove temporary facilities at Project completion.

#### 1.11 FENCES AND BARRICADES/SECURITY

- A. Around the construction site, erect fences and barricades with gates, as required by local governing authorities, for security and to prevent unauthorized entry to the Work site. Maintain in good condition until completion of the Project.

#### 1.12 SIGNS

- A. Furnish and erect a ¾ in. x 48 in. x 96 in. job sign painted and lettered to identify the Project, the Architect and the Contractor. Mount on post and brace as indicated by the Architect. Sign shall be lettered by a professional sign painter, and the layout shall be as indicated by the Architect.
- B. Keep the premises free from all other posters, signs, and miscellaneous decorations, except those required by Code and to indicate unsafe conditions.

#### 1.13 COPIES OF STANDARDS AND CODES

- A. Copies of applicable referenced standards are not bound in this Project manual.
- B. Copies of standards and California Building Code, Title 24, Parts I and II and shall be kept and available at the Project Site, available to the Contractor's personnel, Sub-contractors, District, Inspectors and Architect.

END OF SECTION

SECTION 016600  
PRODUCT HANDLING

1.00 GENERAL

1.01 SUMMARY

A. Section includes:

1. This Section establishes general requirements for product handling and storage, whether on or off site, and supplements similar provisions found elsewhere in the Contract Documents.

1.02 HANDLING

A. General: Transport, deliver, handle, and store all materials and equipment used on the Project to prevent the intrusions of foreign matter, moisture, and to prevent damage. In all cases comply with the following.

1. Material and equipment manufacturer's printed instructions regarding temperature limitations.
2. Other environmental conditions which are required to maintain original quality of materials and equipment.

B. Packaging:

1. Provide packaged materials in their manufacturer's original containers with seals unbroken and labels intact until incorporating into the Work.
2. Wrapped or bundled materials shall clearly bear the manufacturer's name and trade mark.

C. Damaged materials: Remove damaged or otherwise unsuitable material and equipment promptly from the site. Do not install damaged materials.

1.03 STORAGE

A. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

B. Store products at the site to facilitate inspection and measurement of quantity or counting of units.

C. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

1. Do not subject slabs-on-grade to excessive loading by shoring, storage of materials or operation of construction equipment unless adequately protected by heavy planking. Maintenance of slabs in good condition is the responsibility of the Contractor who shall remove damaged areas of such slabs and replace them with new work, to the Architect's satisfaction, at no cost to the Owner.

D. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

E. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

F. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

G. Locate storage piles, stacks or bins to avoid being disturbed, and protect from damage of any sort.

H. Store materials and equipment in accord with their manufacturer's instructions, above grade, and properly protected from weather and construction activities.

I. Payment may be withheld for improperly packaged and stored materials.

#### 1.04 PROTECTION

A. Protect all finished surfaces, including floors, jambs, and soffits of all openings used as passageways or through which materials and equipment must travel.

B. Carts, hand trucks, wheelbarrows and similar wheeled conveyances used on or in any portion of the buildings shall be equipped with pneumatic tires, unless otherwise authorized by the Architect.

C. Keep finished surfaces clean and unmarred until the date of acceptance.

D. Refer to individual Specification Sections for additional specific product handling and protection requirements.

#### 2.00 PRODUCTS

Not used.

#### 3.00 EXECUTION

Not used.

END OF SECTION

SECTION 017400  
CLEANING

1.00 GENERAL

1.01 DESCRIPTION

A. Principal work in this Section:

1. Keep premises, and adjacent private and public properties free from accumulations of waste, debris and rubbish caused by construction operations.
2. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces. Remove remaining mock-ups and sample panels.
3. Leave Project clean and ready for occupancy.

1.02 SAFETY REQUIREMENTS

A. Standards: Maintain Project in accord with State and local safety and insurance standards.

B. Hazard control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on Project site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Store in containers with tight-fitting lids and remove to legal dump site or to recycling center.

2.00 PRODUCTS

Not used.

3.00 EXECUTION

### 3.01 DURING CONSTRUCTION

- A. Keep premises, and adjacent private and public properties free from accumulations of waste materials and rubbish. Remove debris and dirt from public property promptly; sweep sidewalks and adjacent streets daily when soiled by work performed under this Contract.
- B. Wet down materials and rubbish to lay dust and prevent it from blowing.
- C. At least once a week, or more often if required, clean site and dispose of waste materials, debris and rubbish off the site in a legal manner. Remove combustible materials such as paper and cardboard daily.
- D. Provide on-site containers for collection of waste materials, debris and rubbish. Provide a collection can at each location used as an eating area. Pick-up all garbage daily.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at legal public or private dumping areas or recycling center off District's property.
- F. Do not allow debris and combustible materials to accumulate in, voids, cavities, and plenums created by wall, partition, and ceiling construction. These areas must be thoroughly cleaned out before being sealed or closed off by installation of finish materials.
- G. Do not allow debris to clog drains. Clean roof drains, scuppers, floor drains and area drains free of debris. Verify that they drain properly. Keep drains clean of debris at all times.
- H. Vacuum clean interior areas when ready to be painted. Refer to Section 09900 for other provisions on preparation of surfaces to be painted.
- I. Handle materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights.
- J. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

### 3.02 FINAL CLEANING

- A. Employ experienced workers, or professional cleaners, for final cleaning.
- B. In preparation for Substantial Completion or Occupancy conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Remove labels that are not permanent labels.
- D. Clean transparent materials, including mirrors and glass in doors and windows. Remove misplaced glazing compound and other substances. Replace chipped or broken glass and other damaged transparent materials.

- E. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
- F. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- G. Clean the site, including landscaped areas, of rubbish, litter and other foreign substances.
  - 1. Contaminated earth:
    - a. Final clean-up operation includes the removal and disposal of earth contaminated or unsuitable for support of plant life in planting areas, and filling of resulting excavations with suitable soil.
    - b. Contaminated areas include those used for disposal of waste concrete, mortar, plaster, masonry, and similar materials, areas in which washing out of concrete and plaster mixers or washing of tools and like cleaning operations have been performed, and areas that have been oiled, paved, or chemically-treated.
    - c. Do not dispose of waste oil, solvents, paints, solutions, or like penetrating material by depositing or burying on District's property.
  - 2. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
  - 3. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- H. Keep Project clean until it is occupied by District.

END OF SECTION

SECTION 024119  
SITE DEMOLITION AND CLEARING

1.00 STANDARDS

1.01 SUMMARY

A. Section includes:

1. Demolition and removal from Owner's property concrete and asphalt pavement and curbs.
2. Demolition and removal from Owner's property landscaping, trees designated to be removed and irrigation piping and related items.
3. Demolition and removal from Owner's property underground utilities where shown on drawings and as required to complete project.
4. Abandon facilities and utilities.
5. Backfilling voids created by removing demolished items.
6. Contacting contaminated soils.
7. Disposal of demolished/removed items.
8. Dust control.
9. Erosion control.
10. Tree protection.

1.02 REQUIREMENTS (Not Used)

2.00 MATERIALS (Not Used)

3.00 EXECUTION

3.01 LOCATING AND MARKING FACILITIES

- A. Before beginning clearing or other excavation, determine the location of all existing buried conduits and structures which are to remain within the work area and mark these locations at the site with paint and/or flags.

3.02 CLEARING AND GRUBBING

- A. Prior to commencing grading operations, clear the existing ground surface of areas to be graded of all organic material vegetation (except trees indicated on

the Drawings to remain), whether living or dead, including large roots, as well as all trash and debris.

### 3.03 DEMOLITION

- A. Where demolition areas are indicated on the Drawings and/or called for in the Specifications, clear old pavements, old foundations, slabs, curbs, gutters, abandoned pipelines and conduits, and soils contaminated during demolition operations as determined by the Construction Phase Geotechnical Engineer, EXCEPT WHERE SUCH CLEARING OPERATIONS MAY JEOPARDIZE EXISTING TREES OR STRUCTURES TO REMAIN ("jeopardize" with respect to a tree shall mean excavation within the drip line and "jeopardize" with respect to a structure shall mean excavation below a line projected downward at a 2 horizontal to 1 vertical slope from a point 1 foot above the bottom of the foundation); in such case, request direction from the Owner's Representative before proceeding with the work.
1. In addition to demolition, which may be indicated on the Drawings, make a thorough search for abandoned facilities such as septic systems, wells, fuel or water storage tanks, and pipelines or conduits. Remove any such abandoned facilities encountered, EXCEPT WHERE SUCH REMOVAL OPERATIONS MAY JEOPARDIZE EXISTING TREES OR STRUCTURES TO REMAIN ("jeopardize" with respect to a tree shall mean excavation within the drip line and "jeopardize" with respect to a structure shall mean excavation below a line projected downward at a 2 horizontal to 1 vertical slope from a point 1 foot above the bottom of the foundation); in such case, request direction from the Owner's Representative before proceeding with the work.
- B. Abandoned facilities shall not remain in place within building and pavement areas. Building area is defined as that area within, and extending a minimum of 5 feet outside of, the perimeter of the building and the perimeter of steps, landings, patios, walkways and the like which are contiguous with the building. Pavement area is defined as that area within, and extending a minimum of 3 feet outside of, the limits of asphalt or concrete pavement and the limits of curb, gutter, and sidewalk contiguous with the pavement.
- B. If pipelines or conduits are allowed to be abandoned in place outside of building and pavement areas, plug all exposed openings with stiff concrete placed within the pipeline/conduit to a minimum of five (5) lineal feet beyond the opening and rodded to remove voids. All such plugging operations shall be observed by the Construction-Phase Geotechnical Engineer.

### 3.04 BACKFILLING VOIDS

- A. Immediately replace voids or disturbed areas created during clearing and demolition operations, and which extend below the recommended over-excavation depth, with native fill compacted to at least 90 percent relative compaction as determined by the latest approved edition of ASTM D1557. Do not place any fill until the underlying soil has been observed by the Construction-Phase Geotechnical Engineer. All fill and backfill shall be observed, tested and

approved by the Construction-Phase Geotechnical Engineer.

### 3.05 CONTAMINATED SOIL

- A. If abandoned septic tanks or fuel tanks or other potential sources of contamination or hazardous waste are encountered or if soil, which appears to be contaminated, is encountered, immediately notify the Owner's Representative.

### 3.06 DISPOSAL

- A. Remove from the work area, transport to a suitable location, and legally dispose of all unsuitable soil materials, rubbish, and debris resulting from clearing, demolition, and grading operations.
- B. Burning is not permitted.

### 3.07 DUST CONTROL

- A. Employ all labor, equipment and methods required to prevent construction operations from producing dust in amounts damaging to persons, property, vegetation and animals or causing a nuisance to persons occupying buildings in the vicinity of the job site. Continue dust abatement measures until relief is granted by the Owner's Representative.
  - 1. Contractor shall be responsible for any damage caused by dust resulting from his operations.

### 3.08 EROSION CONTROL

- A. Develop and implement an erosion control plan to provide for containment of siltation resulting from storm and other water runoff to prevent damage to the environment and adjacent property.

### 3.09 TREE PROTECTION

- A. All clearing and grading operations within the drip line of trees to remain shall be approved in advance and observed by Landscape Architect or Arborist employed by the Owner.
- B. Comply with tree protection requirements, see specification section 02812.

### 4.00 SUBMITTALS (Not Used)

END OF SECTION

SECTION 055000  
METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide metal work complete, including the following principal items:
  - 1. Miscellaneous metal fabrications as indicated.
  - 2. Brackets, supports and reinforcements fabricated of steel shapes and plates as indicated or as required for completion of work.

1.3 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for metal fabrications.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel".
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1, "Structural Welding Code - Steel".
  - 2. AWS D1.2, "Structural Welding Code - Aluminum".
  - 3. AWS D1.6, "Structural Welding Code - Stainless Steel".

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.6 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

- B. Coordinate installation of anchorages and steel weld plates and angles for casting into concrete. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

## PART 2 - PRODUCTS

### 2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces without blemishes.

### 2.2 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36.
- B. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.
- C. Rolled-Steel Floor Plate: ASTM A 786, rolled from plate complying with ASTM A 36 or ASTM A 283, Grade C or D.
- D. Rolled-Stainless-Steel Floor Plate: ASTM A 793.
- E. Steel Tubing: ASTM A 500, cold-formed steel tubing.
- F. Steel Pipe: ASTM A 53, standard weight (Schedule 40) unless otherwise indicated.

### 2.3 NONFERROUS METALS

- A. Aluminum Extrusions: ASTM B 221, Alloy 6063-T6.
- B. Aluminum-Alloy Rolled Tread Plate: ASTM B 632, Alloy 6061-T6.
- C. Aluminum Castings: ASTM B 26, Alloy 443.0-F.

### 2.4 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls.
  - 1. Provide stainless-steel fasteners for fastening aluminum.
  - 2. Provide stainless-steel fasteners for fastening stainless steel.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

- C. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
  - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
- D. Eyebolts: ASTM A 489.
- E. Machine Screws: ASME B18.6.3.
- F. Lag Screws: ASME B18.2.1.
- G. Wood Screws: Flat head, ASME B18.6.1.
- H. Plain Washers: Round, ASME B18.22.1.
- I. Lock Washers: Helical, spring type, ASME B18.21.1.
- J. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47 malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
- K. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
  - 2. Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

## 2.5 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
- B. Non-shrink, Nonmetallic Grout: Factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- C. Concrete: Comply with requirements in Division 03 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 psi.

## 2.6 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.

- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- C. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

## 2.7 MISCELLANEOUS FRAMING

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

## 2.8 SHELF ANGLES

- A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing.
- B. Galvanize shelf angles located in exterior walls.

## 2.9 METAL LADDERS

- A. General:
  - 1. Comply with ANSI A14.3 unless otherwise indicated.
  - 2. For elevator pit ladders, comply with ASME A17.1.
- B. Steel Ladders:
  - 1. Space siderails 18 inches apart unless otherwise indicated.
  - 2. Space siderails of elevator pit ladders 12 inches apart.

3. Siderails: Continuous, 3/8-by-2-1/2-inch steel flat bars, with eased edges.
4. Rungs: 3/4-inch- diameter steel bars.
5. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
6. Provide nonslip abrasive surfaces on top of each rung.
7. Galvanize exterior ladders, including brackets and fasteners.

C. Aluminum Ladders:

1. Space siderails 18 inches apart unless otherwise indicated.
2. Siderails: Continuous extruded-aluminum channels or tubes, not less than 2-1/2 inches deep, 3/4-inch-wide, and 1/8 inch thick.
3. Rungs: Extruded-aluminum tubes, not less than 3/4-inch-deep and not less than 1/8-inch-thick, with ribbed tread surfaces.
4. Fit rungs in centerline of siderails; fasten by welding or with stainless-steel fasteners or brackets and aluminum rivets.
5. Support each ladder at top and bottom and not more than 60 inches o.c. with welded or bolted aluminum brackets.

2.10 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
- C. Galvanize exterior miscellaneous steel trim.

2.11 METAL BOLLARDS

- A. Fabricate metal bollards from Schedule 40 steel pipe, unless otherwise noted.
  1. Cap bollards with 1/4-inch- thick steel plate.
- B. Fabricate bollards with 3/8-inch- thick steel baseplates for bolting to concrete slab. Drill baseplates at all four corners for 3/4-inch anchor bolts, unless otherwise noted.
- C. Where noted on Drawings, fabricate sleeves for bollard anchorage from steel pipe with 1/4-inch- thick steel plate welded to bottom of sleeve.

- D. Prime bollards with zinc-rich primer.

#### 2.12 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

#### 2.13 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Galvanize loose steel lintels located in exterior walls.
- C. Prime loose steel lintels located in exterior walls with zinc-rich primer.

#### 2.14 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

#### 2.15 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish metal fabrications after assembly.

#### 2.16 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153 for steel and iron hardware and with ASTM A 123 for other steel and iron products.
- B. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

### 3.2 INSTALLING METAL BOLLARDS

- A. Fill metal-capped bollards solidly with concrete and allow concrete to cure seven days before installing.
- B. Anchor bollards to existing construction with expansion anchors, chemical anchors or anchor bolts. Provide four 3/4-inch bolts at each bollard unless otherwise indicated.
- C. Where noted on Drawings, anchor bollards in concrete with pipe sleeves preset and anchored into concrete. Fill annular space around bollard solidly with non-shrink, nonmetallic grout.
- D. Where noted on Drawings, anchor bollards in place with concrete footings. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.
- E. Fill bollards solidly with concrete, mounding top surface to shed water.

### 3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.

- C. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

#### 3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION

SECTION 101400  
SIGNAGE

1.00 GENERAL

- A. Requirements of Division 1 apply to this Section.

1.01 SCOPE

- A. Signage as shown on the drawings and as specified, including but not limited to the following major items:

1. Disabled access parking signs and gate signs.
2. Building identification signs.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Paint finish

1.03 SUBMITTALS

- A. Type face and colors - submit per Section 013323.

1.04 DESIGN

- A. Work shall conform to Americans with Disabilities Act, ANSI A-117.1.1
- B. Raised characters shall comply with 11B-703.2
- C. Braille shall comply with 11B-703.3
- D. Visual characters shall comply with 11B-703.5
- E. Approved Systems (Manufacturers):
1. ASI/Modulex, Inc. (213) 645-1400.
  2. Kroy, (800) 733-5769.
  3. Mowhawk Sign Systems, Inc. (518) 370-3433.
  4. California Contract, (818) 503-7241.

## 2.00 MATERIALS

### 2.01 PLAQUE SIGNS

- A. Number Signs: Mount on a base - 1 1/8" inch high x 5 inches long. Type face - modified Helvetica. Number size 9/16 inch high. Provide Braille symbols. Secure adjacent to door, where indicated. Similar to: ASI infinity; SPE-SA.
- B. Text Signs: Mount on a base - 1 1/8-inch-high x varying lengths. Type face - modified Helvetica. Letter size - 9/16" inch high, upper and lower case. Provide Braille symbols. Secure adjacent to door, where indicated. Similar to: ASI infinity; SPE-SA.
- C. Occupancy Sign: Where required and noted on the drawings. Header 2 1/2-inch-high with letters 1 1/4 inches high. Text letter size 9/16 high. Type faces modified Helvetica upper and lower case. Mount to a common base. Similar to: ASI infinity; SPG-SA.

### 2.02 PERMANENT TEXT SIGNS

- A. Directional and informational signs required by Title 24 CCR and the ADA as shown on the drawings shall have the text silver or vinyl die cut in signs as noted. Similar to ASI infinity SOG-SA.

### 2.03 PERMANENT TEXT - EXTERIOR

- A. Size as required to provide text stated using 1-inch-high letters, upper and lower case modified Helvetica, and other text.
- B. Material: Fiberglass base, with urethane finish and silk screened graphics, protected with a transparent matte finish. Similar to ASI GOF series.
- C. Mounting: Screws 1/4-inch diameter, corrosion and vandal resistant, self drilling.

### 2.04 Not Used

### 2.05 DISABLE ACCESS SIGNS, OCCUPANCY SIGNS

- A. Header 1 3/4" high with silk screened baked enamel letters 1" high. Type face": - modified Helvetica upper and lower case.
- B. Header shall slide into an aluminum frame with a smooth panel base of a size required to accommodate the text indicated. Text letter size - 9/16", upper and lower case. Mounting of the base - vandalproof wood screws into solid backing. Provide locking type clear plastic cover. Modulex System "Interior 10".
- C. Free-standing exterior disabled signs, traffic control and other exterior signs: Traffic Control Service, Inc. (800) 222-8274, Zumar Industries (323) 724-8450 or Western Highway Products, Inc. (714) 761-4811.

## 2.06 EXTERIOR BUILDING IDENTIFICATION SIGNS

- A. Non-illuminated, reverse channel, brushed aluminum where and as shown on the drawings. Contact Innerface Sign Systems, Inc. 5320 Webb Parkway, Lilburn (Atlanta), GA 30047, (800) 445-4796.

## 3.00 EXECUTION

### 3.01 PERMANENT TEXT

- A. Permanent text not indicated in Contract Drawings will be furnished at the time that submittals are returned.

### 3.02 INSTALLATION

- A. Install where indicated. Signs shall be a complete vandal resistant installation. Fasteners shall be concealed, in drilled holes, counter sunk where indicated. Signs shall align with adjacent lines and edges, be level, flat on the mounting surface.
- B. Free-standing information/direction exterior signs: Shall be mounted on a 2" x 2" galvanized tube steel post that has pre-drilled with mounting holes. The post shall be anchored into a 12" x 18" deep concrete footing.
- C. Building Wall Signs: Install as recommended by the manufacturer. Fasteners shall be concealed, in drilled holes, counter sunk where indicated. Signs shall align with adjacent lines and edges, be level, flat on the mounting surface.

END OF SECTION

SECTION 321600  
CURBS, GUTTERS, SIDEWALKS

- 1.00 GENERAL
- 1.01 SUMMARY
  - A. Concrete for curbs, gutters, sidewalks.
- 1.02 RELATED SECTIONS
  - A. Section 312000 – Earthwork
- 1.03 REFERENCES
  - A. Standard Specifications for Public Works Construction (SSPWC), latest edition.
  - B. ASTM Standards.
- 1.04 SUBMITTALS
  - A. Submit the following:
    - 1. Product Data: Provide data on admixtures and curing compounds.
    - 2. Concrete mix design(s).
- 1.05 QUALITY ASSURANCE
  - A. Perform Work in accordance with the SSPWC, latest edition; and ASTM Standards, latest edition.
  - B. Obtain cementitious materials from same source throughout.
- 1.06 ENVIRONMENTAL REQUIREMENTS
  - A. Do not place concrete when base surface temperature is less than 40 degrees F or surface is wet.
- 2.00 PRODUCTS
- 2.01 FORM MATERIALS
  - A. Form Materials: Section 303-5 of the SSPWC.
- 2.02 CONCRETE MATERIALS
  - A. Concrete Material for Curbs and Walks (Path of Travel):

1. Class 520-C-2500. Portland cement concrete per Standard Specifications for Public Works Construction Section 201-1.
  2. Concrete reinforcements shall be constructed per the Project Plans and Specifications.
- 2.03 ACCESSORIES
- A. Curing Compound shall conform to SSPWC Section 201-4. Pigmented compound shall not demonstrate any residual coloring of the concrete after one week.
- 2.04 CONCRETE MIX
- A. Mix and deliver concrete in accordance with ASTM C94.
  - B. Use accelerating admixtures in cold weather only when approved by the District's Representative. Use of admixtures will not relax cold weather placement requirements.
  - C. Use calcium chloride only when approved by the District's Representative.
  - D. Use set retarding admixtures during hot weather only when approved by the District's Representative.
- 2.05 CONCRETE REINFORCEMENT
- A. Concrete reinforcement shall conform to SSPWC Section 201-2.
- 2.06 SOURCE QUALITY CONTROL
- A. Provide certificates of compliance from the batch plant.
- 3.00 EXECUTION
- 3.01 EXAMINATION
- A. Verify compacted subgrade is acceptable and ready to support imposed loads.
  - B. Verify gradients and elevations of subgrade are correct.
- 3.02 PREPARATION
- A. Moisten subgrade to minimize absorption of water from fresh concrete. Over excavate subgrade to a depth of 2 feet below existing or finish grade whichever is deeper. Scarify excavation bottom to 12", moisture condition to near or over optimum moisture content and recompact to 90% relative compaction. Place engineered fill in lifts, compacted to 90% relative compaction with upper 1 foot compacted to 95% relative compaction in parking and drive areas. Refer to geotechnical report for site subgrade preparation recommendations.
  - B. Coat surfaces of catch basin frames with oil to prevent bond with concrete pavement.

- C. Notify District's Representative a minimum of 24 hours prior to commencement of concrete placement operations.

### 3.03 FORMING

- A. Place and secure forms to correct location, dimension, and profile.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

### 3.04 PLACING CONCRETE

- A. Place concrete in accordance with SSPWC Section 303-5.
- B. Install ½" thick fiberboard expansion joint and snap cap. Seal with Sikaflex self-leveling sealant after removal of snap cap (typical).
- C. Construct weakened plane joints conforming to SSPWC Section 303-5.4.3, 1 ¼" inch deep, at intervals not exceeding 12 feet.
- D. The top edges of curbs shall have 0.5" radius.

### 3.05 FINISHING

- A. Concrete finishes shall be per SSPWC Section 303-5.5.
- B. Portland cement concrete paving shall have a medium salted finish for slopes less than 6%, and slip-resistant at slopes of 6% or greater.
- C. Walkway grades in excess of 5% shall conform to requirements of Section 11B-401 of the latest edition of the California Building Code.
- D. Place curing compound in accordance with SSPWC Section 303-5.6 on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

### 3.06 FIELD QUALITY CONTROL

- A. Contractor shall maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

### 3.07 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, vandalism and mechanical injury.
- B. It is the Contractor's responsibility to replace all concrete work subject to vandalism and graffiti at no extra cost to the District.

END OF SECTION

## “Building health, well-being, and resiliency”

### Rural Healthcare & Access Focus

- Mission: To deliver exceptional, patient-centered care and essential health services to our rural residents through innovation and trusted local partnerships.
- Vision: To set the standard for rural healthcare excellence by continuously adapting to the evolving needs of our region.

I like a blend of these two for our demographics.

### Mission Statement

To improve the health and well-being of the East Kern community by ensuring equitable access to high-quality, compassionate healthcare—especially for rural and underserved populations—through support of local providers, strategic partnerships, and investments in preventive and community-based services.

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### Vision Statement

A healthier East Kern where all residents, regardless of location or circumstance, have timely access to comprehensive healthcare, and where a strong, collaborative system eliminates barriers to care for rural and underserved communities.

TAGLINES: Quality, Access, and Compassion

Fostering the pathways for access to quality compassionate healthcare.

### Mission Statement

To provide compassionate, accessible care for our rural communities while advancing emergency preparedness and promoting lifelong health and wellness.

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### Vision Statement

**AGENDA ITEM II (b) PAGES 150-151**

To be a trusted rural health partner where every person feels valued, cared for, and safe—championing resilient communities through excellence in care, proactive emergency readiness, and a shared commitment to lifelong wellness.

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#### Tagline

"Built on trust. Caring for our community."

#### Mission

East Kern Health Care District is committed to delivering high-quality, accessible healthcare services to rural populations, advancing emergency preparedness, and promoting the health and well-being of the communities we serve.

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#### Vision Statement

To be a trusted rural health partner where every person feels valued, cared for, and safe—championing resilient communities through excellence in care, proactive emergency readiness, and a shared commitment to lifelong wellness.

#### Tagline

"Built on trust. Caring for our community."

- **"Trusted care, close to home."**
- **"Where community trust meets compassionate care."**
- **"Caring with integrity. Serving with trust."**
- **"Your health, our promise, our community's trust."**
- **"Grounded in trust. Committed to care."**
- **"Serving with compassion. Earning your trust every day."**

## 2-1.409 CODE OF CONDUCT

- (a) The Board of Directors adopted the following norms of behavior and protocol (Code of Conduct) for conducting the District's business in an ethical and professional manner. The norms are intended to serve as guidelines for Directors to maintain the credibility of the District and foster public trust.
- (b) General
- (1) Treat other Directors, staff and the public with courtesy and respect.
  - (2) Avoid criticizing individuals in public by focusing on the issues or work products.
  - (3) Avoid misrepresenting facts or making assertions that are inaccurate or untrue.
  - (4) Refrain from disrupting an opponent's campaign events; moving, removing or vandalizing campaign signs; or removing campaign flyers.
  - (5) Avoid promulgating inaccuracies or falsehoods.
  - (6) Stay abreast of issues affecting the District and other local agencies.

(7) Refrain from communications that may constitute a violation of the Ralph M. Brown Act such as discussions among a quorum of Directors, at one time or serially, face-to-face or otherwise.

(8) Maintain the confidentiality of non-public information.

(9) Ensure public statements, op-eds or letters to the editor that do not reflect the policy of the majority of the Board are cited as personal opinion.

(c) Public Meetings

(1) Inform other Directors and the General Manager of unexpected issues that may arise at a public meeting.

(2) Be prepared for Board meetings by reviewing the agenda and supporting materials in advance.

(3) Respect the Board President's responsibility to run meetings.

(4) Seek recognition by the Board President before speaking and avoid interrupting other Directors.

(5) Listen carefully to public speakers, avoid interrupting and do not engage

in debate; limit questions to those aimed to understand the speaker's point of view.

- (6) Make remarks succinct and to the point in an effort to avoid tiring the public or engaging in tedious or repetitious discussion.

(d) Decision-Making

- (1) Make decisions based on public input.
- (2) Attempt to persuade other Directors through reasoned debate and accept the majority's decision graciously and as policy of the Board.
- (3) Articulate the reasoning for decisions for the benefit of the public, particularly when the Board is divided on an issue.

(e) Business Operations

- (1) Provide policy direction to the General Manager, and support the General Manager to implement policy through staff District business.
- (2) Avoid unnecessary individual requests for the General Manager's time or attention to matters that may not be of interest to the majority of the Board.

- (3) Obtain recommendations from the General Manager on District issues.
- (4) Inform the General Manager in advance when unavailable for District business.
- (5) Ensure direction to staff is supported by a majority of the Board and voice concerns timely with the direction provided.
- (6) Initiate action to resolve problems cooperatively with other Directors or the General Manager as soon as possible.
- (7) Demonstrate flexibility and cooperation to fill in for another Director at important meetings or functions.
- (8) Direct concerns or complaints about staff to the General Manager.
- (9) Avoid unduly influencing the content of staff reports.
- (10) Forward copies of complaints from the public to the General Manager and allow staff to seek resolution and respond accordingly.
- (11) Share copies of correspondence related to the District's business promptly with other Directors and the General Manager.

(12) Direct inquiries, questions or requests of staff, and concerns or complaints about staff, to the General Manager, recognizing that employees report to the General Manager.



## Staff Report

Name: Rubi Rizo

Position: Acting District Manager

Reporting Period 06/02/2026-06/16/2026

Reporting on:

- I. Bank Updates, CLASS and MISSION BANK
- II. Staff Management
- III. Office Movement
- IV. Ad-HOCS Cancer Fund Updates
- V. Training Resources, Turning West, Niche Academy Reviews Pages
- VI. Star CPR
- VII. American Red Cross Shelter Worker Training and Cert Trainings August 11<sup>th</sup>-12<sup>th</sup> OPEN to Public, board and staff

Goals: MANY (=

Director's Comments:

**AGENDA ITEM IV (a) Pages 157-161**



## District Manager Position Proposals

### Proposal One

#### Daily 8-hour schedule; compensation and benefits summary

#### Position Overview

The District Manager oversees operations within the district, ensuring compliance with policies, managing staff, and maintaining service quality. This role requires strong leadership, organizational skills, and the ability to manage budgets, vendors, and projects effectively. Positions are both subject to 3-5 year contract term with no less than %5 compensation increase yearly, compensation and term are negotiable after yearly review.

#### Key Responsibilities

- Supervise and coordinate district operations and staff.
- Develop, implement, and monitor policies and procedures.
- Manage budgets, financial performance, and reporting to the board.
- Ensure compliance with local, state, and federal regulations.
- Oversee maintenance and capital improvement projects.
- Manage vendor relationships and contracts; evaluate third-party performance.
- Prepare board packets, staff reports, and stakeholder communications.

#### Qualifications

- Bachelor's degree in Business/Public Administration or related field experience (preferred).
- 3-5 years of management or supervisory experience.
- Strong communication, leadership, and problem-solving skills.
- Proficiency with Microsoft 365 and project management tools.

#### Compensation & Benefits - Full-Time Option

Option A: Up to 40 hours per week, \$36/hour, Monday-Friday (8 hours/day).

<b>Hourly Rate</b>	<b>\$36.00</b>
<b>Standard Hours</b>	40 per week
<b>Estimated Weekly Pay</b>	\$1,440.00
<b>Estimated Monthly Pay</b>	\$6,240.00
<b>Estimated Annual Pay</b>	\$74,880.00

### **III. ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **1. Board Support & Governance**

The GM shall implement policies as established by the Board. The GM, not the Board, is responsible for the day-to-day management or operations of District business (§ 2-1.101 and 2-1.409).

The GM is the District's chief executive officer, reporting directly to the Board and exercising full operational control within Board-set policy. Core duties include: (1) planning facilities to meet District needs; (2) overseeing construction; (3) supervising facility operations and maintenance; (4) managing personnel and implementing Board-approved policies; and (5) taking reasonable emergency actions when the Board cannot be reached, with a prompt report to the Board at the next opportunity (§ 2-2.201).

The GM shall recommend policy to the Board and implement policies approved by the Board (§ 2-2.102). Directors may discuss District business with the GM. The GM shall supply information requested by Directors in writing if possible. The GM may discuss District business with Directors outside a public meeting but the GM shall not communicate the views of Directors to one another except at a Board meeting. The Board shall not consider or act on the GM's recommendations except at a public meeting (§ 2-2.103).

The Board and individual Directors may question the GM with respect to the development and implementation of District policy. The Board, but not the individual Directors, may direct the GM with respect to the development and implementation of District policy (§ 2-1.103).

The GM shall prepare the Board meeting agendas, staff reports, and meeting packets, and post agendas within Brown-Act deadlines (§ 2-1.407).

The Secretary of the Board may designate that the GM shall: (1) record the minutes of the meetings; (2) maintain the official record of ordinances, resolutions and orders passed or adopted by the Board; (3) maintain documents filed with or by order of the Board; (4) certify the official status, capacity and signature of officers and employees; and (5) certify to matters appearing of record in the files and records of the District (§ 2-1.203).

The Treasurer of the Board may designate that the GM shall: (1) receive and deposit monies; (2) certify that checks presented for Board approval in payment of obligations of the District are correct and supporting documents available; and (3) certify funds are invested in accordance with District policy (§ 2-1.203).

#### **2. Policy Implementation & Administration**

The GM shall maintain official District records, including resolutions and the Administrative Code (§ 1-1.005).

The GM shall manage the publication of ordinances (§ 2-1.415)

The GM shall prepare written minutes of meetings available for public inspection when approved by the Board (§ 2-1.403).

## Exhibit 1

### I. POSITION SUMMARY

The General Manager ("GM") holds the powers and responsibilities set forth in the Local Health Care District Law (Health & Saf. Code § 32000 et seq.) and the East Kern Health Care District Administrative Code, as amended. The proposed employment agreement refers to the position as "Acting District Manager," indicating an initial 90-day, short-term appointment that may be extended. The terms "District Manager" and "General Manager" are interchangeable. The Administrative Code defines the GM role as follows:

#### 2-2.201 GENERAL MANAGER

- (a) The General Manager is the chief executive officer of the District. The General Manager shall report directly to the Board. The General Manager shall have full charge and control of the affairs of the District consistent with the policies established by the Board.
- (b) The General Manager shall plan facilities adequately to meet the needs of the District.
- (c) The General Manager shall administer the construction of facilities.
- (d) The General Manager shall supervise the operation and maintenance of facilities.
- (e) The General Manager shall administer personnel and implement policies approved by the Board.
- (f) If an emergency arises and there is insufficient time to notify the Board, the General Manager may take appropriate and reasonable action otherwise within the Board's jurisdiction. The General Manager shall report such action to the Board as soon as convenient, or no later than the next regular meeting.

Other sections of the Administrative Code specify other duties and responsibilities in various areas of District administration and management.

### II. REPORTING RELATIONSHIP & BOARD INTERFACE

Acting under the Board's direction, the GM is the chief executive and administrative officer of the District, responsible for day-to-day operations, policy implementation, personnel and fiscal management, and safeguarding District assets while advancing the Board's strategic goals.

The GM shall work closely with the Board in developing District strategic plans, policies, goals, and objectives and shall keep the Board fully apprised of all significant ongoing operations. The GM reports directly to, and serves under the supervision of, the Board of Directors; will periodically, or as the Board otherwise requests, provide status reports on District activities; and shall devote best efforts and full-time attention to these duties. Without additional compensation the GM shall perform any other services customary and appropriate to the District Manager position or assigned from time to time by the Board, consistent with law and the Administrative Code.

The GM shall adjourn any Board meetings when there is no quorum (§ 2-1.404).

The GM shall be responsible for taking certain actions in the event of unscheduled vacancies of board members, including accepting filings of written resignations of directors and filing any notice of intention to fill the vacancy by appointment (§ 2-1.303)

The GM is a designated employee, as defined by the Political Reform Act. The GM shall disclose financial interests for all disclosure categories (§ 1-3.005). Copies of certain financial disclosure statements shall be filed with the GM and kept on file with the District (§ 1-3.006).

The GM shall maintain the District's records and respond to requests for public records (§ 4-2.107).

### **3. Fiscal Management & Purchasing**

The GM shall annually file a copy of the budget with the Kern County Auditor by September 1 (§ 3-1.002).

The GM may obtain safe deposit boxes at State or national banks or savings associations for use of the District. Two of the following must agree for access: GM and a Director (§ 3-5.002).

The GM shall report to the Board on disbursements from the petty cash account (§ 3-5.003).

The GM may make emergency expenditures from the revolving account upon the signature of the GM and any director without prior Board approval and shall report to the Board on such disbursements (§ 3-5.004).

The GM has responsibility for certain tasks relating to the District's check register § (3-5.006). A check register showing the check number, payee, amount, the fund upon which it is drawn and the purpose of each check, shall be prepared by the GM, and presented to Directors at regular board meetings. Invoices and other supporting documents will be available with the checks at the meetings for inspection by any Director. Checks will be disbursed after approval by the Board. Checks drawn to pay demands which have been approved by the Board shall be signed by the Treasurer and the GM or a director, other than the Treasurer.

The GM is responsible for handling any non-negotiable instruments on behalf of the District (§ 3-5.007).

The GM shall present quarterly reports on investments to the Board. The report shall show: the type of investment, how title is held, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than 12 months, rate of interest, the relationship of each investment to this investment policy, information showing that expenditure requirements can be met in the following quarter and specify investments made pursuant to Government Code Section 53601(i), et seq (§ 4-4.006).

During August of each year, the GM shall prepare a list of amounts paid during the prior fiscal year to reimburse a director or employee for individual expenses of \$100.00 or more (§ 2-1.502(c)).

VENDOR	MEMO LINE	AMOUNT
Ace Hardware	Contractor bags, key copies, batteries, plug drip system, hole punch hoses, irrigation bubblers, coupling, poly tubing	\$110.05
Aleshire & Wynder	General retainer, retainer excess total of 10.2 hours invoice #106825 0501 to 0531 2026	\$8609.70
Golden Hills IT	Invoice# 4026 Monthly Service fees 0602 to 0701 2026	\$3,037.30
Digitech	Upgraded alarm panel	\$375.00
Joselito Lacson	Invoice 2606, Bay Ave. fire damage repair plans & 9300 N Loop site improvement projects	\$4000.00
Royten, Shauna	Travel reimbursement for food policy council meetings held on 3/2/26 and 5/4/2026	\$201.26
Waste Management	Invoice #3990279-4808-8, trash service for 9300 N. Loop 0501 to 0531 2026.	\$436.62
<b>TOTAL ITEMS = 7</b>		<b>TOTAL = \$16,769.93</b>

**AGENDA ITEM V (A) PAGE(S) 162**

## II. NEW BUSINESS

- a. Action to ratify and reapprove previous board discussion of money movement from Mission Bank to Bank of Sierra for paying bills and moving money back to Cancer Fund in reconciliation
- b. Board Discussion and possible action to review Mission and Vision Statement to align with development of Strategic Plan
- c. Board Discussion and possible action on Resolution 2-1.203 Powers and Duties of Board officers
- d. Board Discussion and possible Action to attend IAP Career College Grant Writing Certificate for 6-7 members
- e. Board consideration and possible action regarding response to Request for Proposal on North Loop Site Improvement Project RFB 9278,9300,9350 Accessible Path of Travel ADA Compliance and possible vote for singular RFB
- f. Board Discussion and possible Action for Letter of Support for GUSNIP by REACH
- g. Board Discussion and possible Action for Yearly Sponsorship of the Desert Rose Garden Club
- h. Presidential Approval for ADHOC Committee for Community Health Needs Assessment and Implementation to work with RRH.
- i. Board discussion and possible action for all Directors and Staff to complete on CSDA, On demand Webinars for "How to build a Better Strategic Plan" and ACHD Toolkit Webinar "Strategic Planning."
- j. A board discussion and possible action to move office and meetings to vacant building 9278 North Loop.
- k. A board discussion and possible Action to move check process to in office.

**ACTION MINUTES**  
**EAST KERN HEALTH CARE DISTRICT**  
**BOARD OF DIRECTORS**

**5:30 p.m. Tuesday June 2nd, 2026, (Hybrid and Zoom)**

*MISSION STATEMENT: "Building health,  
well -being, and resiliency*

<b>Video Time Code</b>	<b>ITEM AS AGENDIZED</b>	<b>BOARD ACTION</b> Motions are identified in bold as <b>First: Second</b>
5:38 PM	<b>1. Open Meeting</b>	Patrick, L.
5:39 PM	<b>A. PLEDGE OF ALLEGIANCE/INVOCATION</b>	Peralta, L.
5:40 PM	<b>B. CALL TO ORDER AND ROLL CALL</b>	Peralta, L. Rojas, J. Royten, S. Macedonio, K. Patrick, L. arrived at 5:36PM.

**AGENDA ITEM V ITEMS ( C ) PAGES**  
**164-171**

5:40 PM	<b>C. APPROVAL OF AGENDA</b>	<p><b>Royten, S., Rojas, J.</b></p> <p>Motion carried 5-0</p>
5:41 PM	<p><b>II. NEW BUSINESS</b></p> <p><b>a. Action to ratify and reapprove previous board discussion of money movement from Mission Bank to Bank of Sierra for bill payments and Cancer fund reconciliation</b></p> <p><b>b. Mission and Vision Review to align with Strategic Plan</b></p> <p><b>c. Resolution 2-1.203 Powers and Duties of Board Officers</b></p> <p><b>d. IAP Career College Grant Writing Certificate for 6-7 members</b></p> <p><b>e. 9278,9300,9350 North Loop Site Accessible Path of Travel ADA Improvement Project RFB Compliance and possible vote for singular RFB</b></p> <p><b>f. Letter of Support for GUSNIP by REACH</b></p> <p><b>g. Vote for yearly sponsorship of the Desert Rose Garden Club</b></p> <p><b>h. Presidential approval for ADHOC committee for COMMUNITY HEALTH NEEDS ASSESSMENT AND IMPLEMENTATION to work with RRH</b></p> <p><b>i. Board approval for all Directors and Staff to complete via CSDA</b></p>	<p><b>a.Rojas,J, Royten S.</b> Motion carried 5-0 after lengthy discussion, move made to ratify decision or discussion of Agenda item II (a)</p> <p>b.Study session meeting requested for Agenda item II (b).</p> <p><b>c..Royten, S., Rojas, J.</b> Motion carried 4-1</p> <p><b>d.Royten, S., Rojas, J.</b> Motion carried 5-0</p> <p>e. Tabled for special meeting, board decision was for special meeting on Agenda items II (b) and (e)</p> <p><b>f. Rojas, J, Patrick L.</b> Motion carried 3-1, Royten recused from vote.</p> <p>g. Tabled for next regular meeting with the direction to give 1,000 instead of 1,500</p> <p>h. ADHOC appointed by Patrick, L. ADHOC consists of President Patrick and Vice President Royten</p> <p>i. Informational discussion only, no vote needed</p>

	<p>on demand webinars for "HOW TO BUILD A BETTER STRATEGIC PLAN", and ACHD toolkit webinar "STRATEGIC PLANNING"</p> <p>j. A Board vote to move office and meetings to a vacant building</p> <p>k. A Board vote to move check processing to in office</p>	<p>j. <b>Rojas, J, Patrick, L.</b> Motion carried 4-1 to move offices with a priority on Bay location first, then 9278 N. Loop location, with a budget of \$3000.</p> <p>k. <b>Royten, S., Rojas, J.</b> Motion carried 4-1 to process checks in office.</p>
7:30 PM	<b>III. PUBLIC COMMENTS</b>	none
7:32 PM	<b>IV. COMMUNITY ANNOUNCEMENTS</b>	Comments were made about taking photos of Board Directors for newspaper article celebrating 250th U.S. anniversary
7:40 PM	<p><b>V. STAFF REPORT</b></p> <p><b>I. Property/Project Management PAGES</b></p> <p><b>II. Ad-HOCS Cancer Fund Updates</b></p> <p><b>III. Training Resources, Turning West, Niche Academy Reviews Pages</b></p> <p><b>IV. Star CPR</b></p>	<ul style="list-style-type: none"> <li>Schedule and coordinate a special meeting next week with Joselito the district designer , Alex the district legal counsel, and full board to review and clarify details of the ADA compliance RFP/bid (exterior areas and interior areas listed on quote vs. approved plans) and a review of prior contract approval before awarding the contract.</li> </ul>

	<p><b>V. American Red Cross Shelter Worker Training and Cert Trainings August 11 th -12 th OPEN to Public, board and staff</b></p> <p><b>VI. General Manager Summit June 28th-30th</b></p>	<ul style="list-style-type: none"> <li>• Bring back to the next meeting a detailed breakdown of the ADA compliance bid, including scope clarification and contract, before board approval.</li> <li>• Send out free ACHE/CSDA/Niche Academy strategic planning and governance training materials to all board members; set a deadline for completion by November and schedule agenda items to discuss learnings at future meetings.</li> <li>• GM Rubi Rizo to coordinate move of district office to either 9278 North Loop (or Bay Ave if insurance/city allows), within a \$3,000 budget, and provide itemized expenses to the board.</li> <li>• Move check processing back in-office with secondary staff oversight, as approved by board.</li> <li>• Coordinate with Mojave Desert News to collect and provide headshots and quotes from board members by Thursday's deadline.</li> <li>• Bring back to board updated recommendation on Desert Rose Club sponsorship amount</li> </ul>
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		<p>(\$1,000 vs \$1,500) after budget review.</p> <ul style="list-style-type: none"><li>● Schedule and coordinate with Tom Hayes (RRH) initial meeting to discuss Community Health Needs Assessment implementation, then involve the ad hoc committee (President Patrick and VP).</li><li>● Bring back to board options for CPR/AED/First Aid training (preferably American Heart Association certified) for all board and staff, including cost breakdown.</li><li>● Follow up with the insurance company for updated assessment and coverage of building repairs at 9278 North Loop.</li><li>● Bring back to board review of Niche Academy and other training resources for board/staff, and recommendations for future training.</li><li>● Table discussion of sponsorship to Desert Rose Club until budget line item is confirmed and bring back to board with \$1,000 recommendation.</li><li>● Coordinate with CERT/Ridgecrest for free CERT training for board and staff on August 11-12 and/or</li></ul>
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		<p>promote upcoming training opportunities.</p> <ul style="list-style-type: none"><li>● Work with Alex (Legal Counsel) to schedule and prepare a closed session item regarding past investigation.</li><li>● Inform Board of office location decision (Bay Ave or 9278 North Loop) after insurance/city consultation.</li><li>● Collaborate with Lester/American Red Cross and report back on disaster plan training and potential shelter worker training for board/staff.</li></ul> <p><b>Collaboration</b></p> <ul style="list-style-type: none"><li>● Rubi and Board Treasurer will meet with the bank next week to clarify account setups and recommend any changes to banking structure; report findings to board.</li><li>● Rubi (GM) and Alex (Legal Counsel): Work on updating/consolidating Conflict of Interest Code and ensure filing with correct agency by deadline; confirm deadline and jurisdiction.</li></ul>
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7:40 PM	<b>VI. CONSENT CALENDER</b> <b>A. Vendor Payments (Information Only)</b> <b>B. APPROVAL OF MINUTES</b> 1. Regular Meeting May 19th, 2026	<b>Royten, S, Rojas, J.</b> Motion carried 5-0
7:41 PM	<b>VII. CLOSE MEETING</b>	
7:41 PM	<b>A. PRESIDENT COMMENTS</b>	Appreciation expressed for members of Cancer Fund ADHOC, as well as to General Manager and staff
7:41 PM	<b>B. DIRECTOR'S COMMENTS-AB 1234</b>	Comments expressing appreciation of Board president and Board staff
7:47 PM	<b>C. DIRECTOR'S REPORTS</b>	None

7:47 PM	<b>D. FUTURE AGENDA</b> <ol style="list-style-type: none"> <li>1. Fernando Teixeira "Good Samaritan"</li> <li>2. R. Rizo presents homework and progress review of MJHMP</li> <li>3. R. RIZO Mission and Vision Review to suit new strategic planning process.</li> <li>4. Administrative Code Review</li> </ol>	
7:48 PM	<b>E. ADJOURNMENT</b>	Patrick, L

DRAFT