



AGENDA

EAST KERN HEALTH CARE DISTRICT BOARD OF DIRECTORS

SPECIAL MEETING

8101 Bay Ave. CALIFORNIA CITY

*Serving all members of our community with integrity and vision
to build health and well-being.*

MAY 17, 2022 5:00 pm, via Zoom only

Special Notice

Teleconference Accessibility

Pursuant to Executive Order N-29-20 issued by Governor Newsom in response to the COVID-19 outbreak and as a precaution to protect both staff, our constituents, and elected officials, the East Kern Health Care District will hold its board meeting via teleconference or the most rapid means of communication at the time. The public may participate in the teleconference by clicking on the link below:

<https://us02web.zoom.us/j/83089309662?pwd=d3NxdHNVdml2YmpJeVNQL0dMbThdZz09>

Meeting ID: 830 8930 9662

Passcode: 816040

If you wish to access the meeting by telephone, please dial one of the numbers below, enter the meeting ID, and then press # (pound)

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Public comments may be made through teleconference when prompted by the President during the public comment period. Public comments may also be provided by emailing eastkernhealthcaredistrict@gmail.com in advance of or during the meeting.

Please indicate "PUBLIC COMMENTS" in the subject line.

If you have difficulty connecting to the teleconference line, please call (213) 640-9355 or email eastkernhealthcaredistrict@gmail.com

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. CALL TO ORDER

4. ROLL CALL

DIRECTORS

Determination of Quorum

- Director R. Foley
- Director R. Macedonio
- Director L. Patrick
- Director L. Peralta
- Chair K Macedonio

STAFF

- Penny Farris - Special Projects
- Alex Lemieux - Attorney
- Nicole Schenk - Technical Support

5. APPROVAL OF AGENDA

Motion _____ **Seconded** _____

Action _____

6. PUBLIC COMMENTS

This portion of the meeting is reserved for persons desiring to address the Board on any matter not on this agenda and over which the Board has jurisdiction. Please be advised that the Brown Act prohibits action on items that are not listed on the agenda. The board may set such items for consideration at some future Board meeting.

CONSENT CALENDAR

CC1: APPROVAL OF MINUTES AND REPORTS:

A) Approve Regular Meeting Minutes from 05/03/2022

Pages 5 - 33

APPROVAL OF CONSENT CALENDAR

Motion _____ Seconded _____

Action _____

NEW BUSINESS

NB1: MOTION TO APPROVE ESTIMATE FROM BURNS ENVIRONMENTAL TO MITIGATE THE ASBESTOS AND LEAD IN THE BAY AVE BUILDING

Proposed cost: \$142,624.29

Pages 34 - 54

Motion _____ Seconded _____

Action _____

CONTINUING BUSINESS

CB1: APPROVAL OF PURCHASE OF FIREPROOF FILE CABINET

Motion _____ Seconded _____

Action _____

CB2: MISSION STATEMENT

Pages 55 - 69

Motion _____ Seconded _____

Action _____

ADJOURNMENT

Motion _____ **Seconded** _____

Action _____

Next Regular Meeting: 06/07/22

8101 Bay Ave. California City, CA (HYBRID)

“Pursuant to Government code section 54954.2(a), any request for a disability-related modifications or accommodation, including auxiliary aids or services, that is sought in order to participate in this agendized public meeting should be directed to the District’s office at (760) 373 - 2804 at least 48 hours prior to said meeting.”

Date Agenda posted: 5/13/22 Time: 10:19 AM

Agenda posted by: Karen Macedonio, President of EKHCD Board



SUMMARY OF PROCEEDINGS

BOARD OF DIRECTORS - EAST KERN HEALTH CARE DISTRICT

8101 Bay Ave. CALIFORNIA CITY

Regular Meeting Minutes

May 3, 2022 5:00pm

1. PLEDGE OF ALLEGIANCE

2. INVOCATION (INVOCATION NOT GIVEN)

3. CALL TO ORDER: 5:00 PM

4. ROLL CALL

DIRECTORS PRESENT

Director R. Foley, Director R. Macedonio, Director L. Patrick , Director L. Peralta,
Chair K Macedonio

STAFF PRESENT

Penny Farris, Alex Lemieux, Nicole Schenk

PUBLIC PRESENT

Lisa Stephens, Theresa Oaks, Tim Rifenberg

5. APPROVAL OF AGENDA

Motion to approve the Agenda

R. Macedonio - L. Patrick

Roll Call Vote:

5 Ayes: Director R. Foley, Director R. Macedonio, Director L. Patrick,
Director L. Peralta, Chair K Macedonio

6. PUBLIC COMMENT

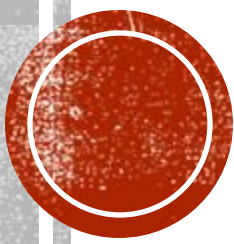
Tim Rifenberg gave comments re: recent fire at 8101 Bay Ave.

7. PUBLIC PRESENTATION

Lisa Stephens, Director of East Kern Cerro Coso Community College, gave a presentation for a wide variety of offerings of Cerro Coso Community College, including focused information on programs in the East Kern area.

DRAFT COPY

WELCOME TO EAST KERN



Cerro Coso Community College

EDWARDS AFB SITE

- Provides In-Person and Distance Education (Online) Options for Military Students
- Student Services Access (in-person)
- Dual Enrollment Program at Desert High School



Kristin Hanle
Dual Enrollment Campus Manager





TEHACHAPI CAMPUS

- Provides In-Person Courses at the Campus
 - General Education & Workforce Development
- Full-time Faculty
- Student Services Access (in-person)
- LAC/LRC Location/Access
- Dual Enrollment Program at Tehachapi High School and other Charter Schools





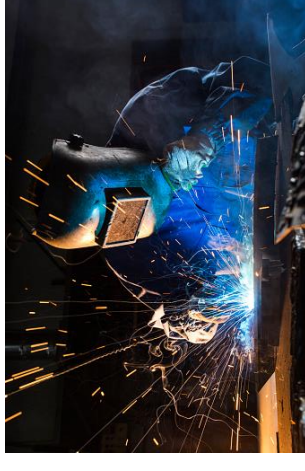
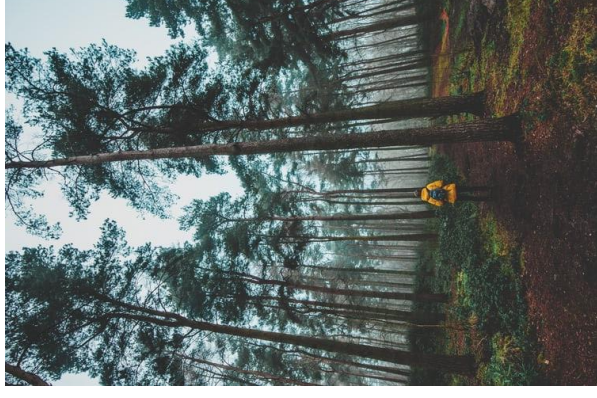
WHAT'S HAPPENING IN EAST KERN

- Higher Education Opportunities in California City and Mojave
 - Career Technical Education
- High School Dual Enrollment Programs – Explosion
- Incarcerated Student Education Program



CAREER TECHNICAL EDUCATION

- Robust CTE Programs
 - Police Academy – Tehachapi Campus
 - Security Guard Course
 - Emergency Medical Technician (EMT)
 - CPR Certification
 - Medical Assisting (online)
 - Welding – Mojave
 - Business



EAST KERN POLICE ACADEMY

STARTS AUGUST 13, 2022

WEEKEND COURSES

LEVEL III & LEVEL II MODULES

CALIFORNIA PEACE OFFICER STANDARD TRAINING (POST) CERTIFIED

CONTACT PETER FULKS
PETER.FULKS@CERROCOSO.EDU

WEEKENDS ONLY Police Academy Courses

STARTING AUGUST 2022 IN TEHACHAPI



COURSE SCHEDULE
Cerro Coso Community College's Part-Time Modular Format Police Academy is state-certified by POST and meets the requirements for hire at agencies statewide.

POST RESERVE OFFICER

LEVEL III and II

Progressive Series of part time academy courses. These courses are taken in sequence, module 3, 2, 1.
Tuition Total: \$715

- 16 College units in 1 semester
- Includes PC 832 in Module III
- Pre-requisites for Level I
- GI Bill, Promise Grant and Financial Aid May be available
- Minimum age 19.5 to start

FREE PROVIDED GEAR

- Ammunition
- Duty Belts & Holster
- Ballistic Vest & MFAK
- Range Dues and Tactical
- Free E-Text Books

STEPS TO ENROLL

- Become a [Cerro Coso Student](#)
- Register for all **3 courses**
- Await Application Packet in Email

BE A LEADER IN YOUR COMMUNITY:

Course Schedule:
Saturday 0700-1730
Sunday 0700-1730



Tehachapi Campus

126 S. Snyder Ave. • Tehachapi, CA 93561
661-203-9200

www.cerrocoso.edu/academy

ACADEMY DIRECTOR

Peter Fulks
peter.fulks@cerrocoso.edu
POST CCN: 3220-00133-22-001

Register For All Below Now!

ADMJ C140 (1 day)
Academy Orientation 8/13/22
CRN: 72365

ADMJ C142
Module III 8/20/22
CRN: 72366

ADMJ C143
Module II 10/10/22
CRN: 72367

STUDENT COSTS

WE MINIMIZE ALL COSTS TO STUDENTS
Specific Uniform \$200
Specs after enrollment

Provide Personal Firearm

Inquire first if need to purchase \$250-\$550

DOJ/Livescan Clearance \$80



FALL 2022 CLASSES – CAL CITY

ENGL C101 - Freshman Composition					
CRN ^Q	Cred	Meeting Time	Location	Instructor	Weeks
72539	4.0	Tues/ Thurs from 03:30pm - 05:35pm	Cerro Coso East Kern California City High School	Gionta, Denise	08/22- 12/09

HIST C103 – Western Civilization – Antiquity to the Renaissance					
CRN	Cred	Meeting Time	Location	Instructor	Weeks
72627	3.0	Mon/Wed from 03:00pm - 04:25pm	Cerro Coso East Kern California City High School	Godbee, Megan	08/22- 12/09



EAST KERN DUAL ENROLLMENT – HIGH SCHOOL PARTNERS



Mojave Unified School District (MUSD)

- California City High School
- Mojave High School



Muroc Unified School District (MUSD)

- Boron High School
- Desert High School

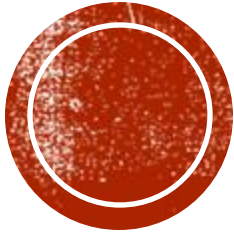


Tehachapi Unified School District (TUSD)

- Tehachapi High School



CALIFORNIA CITY HIGH SCHOOL



Multiple GE & CTE Sections and excellent H/S Faculty Support (Eight dual enrollment instructors)

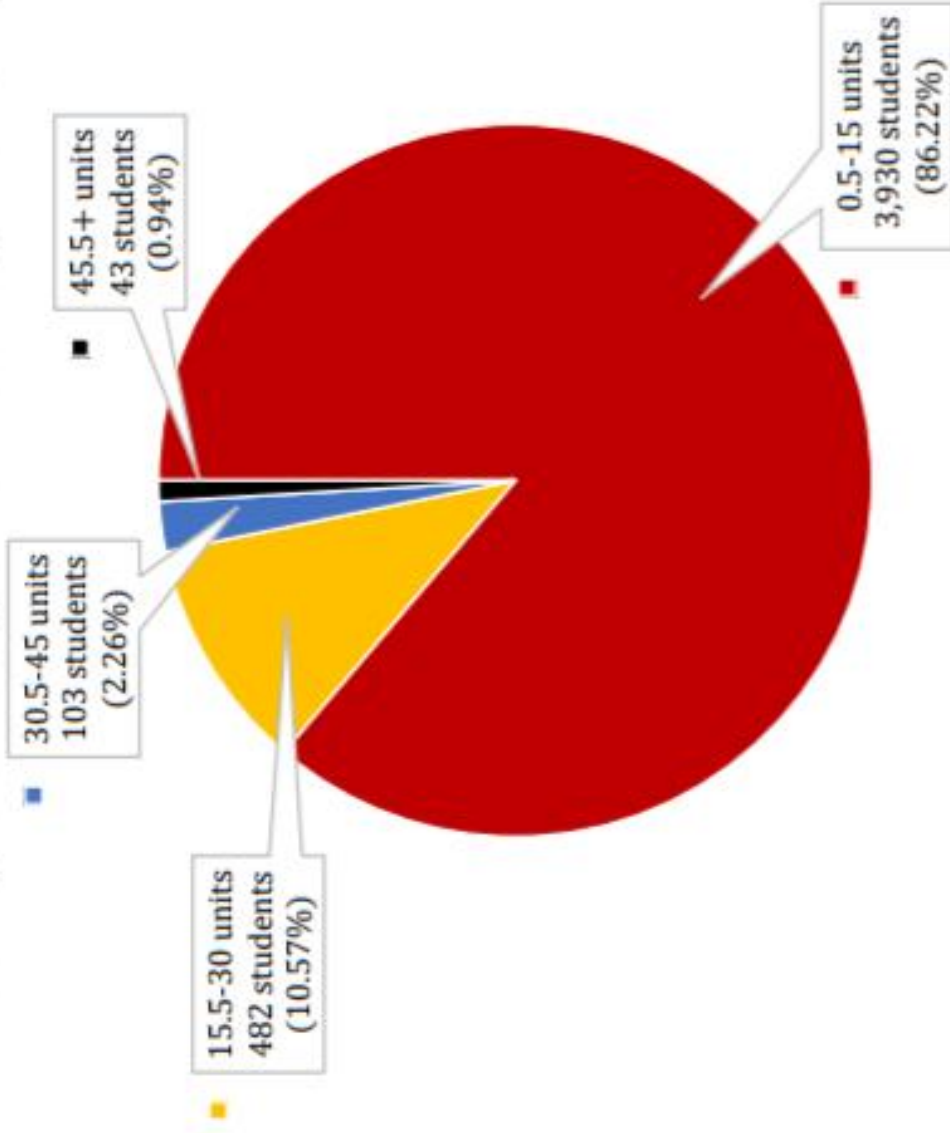
HIGHLIGHTS – *Six students graduated from California City High School with an associate degree from Cerro Coso Community College. Many more students graduated with a Business Office CTE certificate!*



*2020 CCCC
Graduates*

DUAL ENROLLMENT

Percentage of Students by Total Units Earned (2013-Present)



**EXCITING
PROGRESS
TOWARD
DECREES!**





EAST KERN INCARCERATED STUDENT EDUCATION PROGRAM (ISEP)

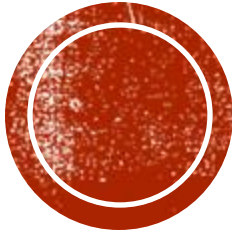
Cal City Prison



Tehachapi Prison



CERRO COSO COLLEGE PROMISE – FINANCIAL AID FOR EVERY STUDENT



The Cerro Coso Promise is a scholarship intended for hard-working, dedicated students that deserve an education, regardless of financial or personal status. By meeting basic criteria, students may qualify for up to \$1,000 per semester for two years to help with tuition, books, and fees. Award amounts may vary depending on funding availability and financial aid parameters.

What You Give Your Promise To Us:

- Completed Financial Aid Applications
- Completed Cerro Coso Promise Application
- Minimum 2.5 GPA in High School
- Residence in KCCCD Service Area
- Academic Planning with a College Counselor
- Enrollment in 12 Units per Semester
- Completion of 30 Units per Academic Year
- 8 Hours of Outreach Activities per Semester

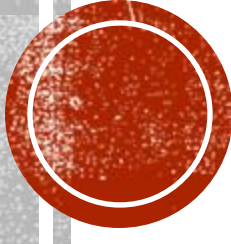
What You Get Our Promise To You:

- Up to \$1,000 per Semester to Help with Books and Enrollment Fees
- Dedicated Counseling Support
- Work Groups & Study Assistance
- Personalized Learning Environment
- Career Advising & Academic Planning
- Transfer to 4-year Assistance

CERRO COSO COMMUNITY COLLEGE EAST KERN



LAKE ISABELLA / KERN RIVER VALLEY



- Lisa Stephens, Director of East Kern
- lisa.stephens@cerrocoso.edu
- 661-823-4986

CC: CONSENT CALENDAR

CC1: APPROVE WARRANTS

Vendor checks and Debit card transactions

Total to approve: \$ 1,599.07

Motion to approve Consent Calendar

L.Peralta - L. Patrick

Roll Call Vote:

5 Ayes: Director R. Foley, Director R. Macedonio, Director L. Patrick,
Director L. Peralta, Chair K Macedonio

DRAFT COPY

DATE: May 3, 2022 Board Approval, Check Date

VENDOR PAYMENT LIST

VENDOR	MEMO LINE	AMOUNT
City of California City - Water		-
California Special Districts Association		-
Classic Lock & Key	05-02-2022, 9300 N Loop center door West Point/Bartz	\$82.23
Digitech	14290, April 1, 2022	\$42.99
Olivarez Madruga Lemieux O'Neill		-
Schenk, Nicole	004, March 2022	\$1,410.00
Southern California Gas Co	117 812 8969 6, 8100 Aspen Mall, April 18, 2022	\$52.35
Waste Management		-
		4 CHECKS, TOTAL \$1,587.27

DEBIT CARD		
Amazon	3 pack basic staplers, 114-9035608-4795469	\$11.50
		TOTAL DEBIT CARD \$11.50

AUTOMATIC DEBITS		
T-Mobile		-
Zoom		-

NEW BUSINESS

NB1: COMMUNITY FUNDING REQUEST

CA CITY PARKS AND RECREATION

Motion to approve community funding request from California City Parks and Recreation for children's summer camp support, in the amount of \$5,907.91

R. Macedonio - R. Foley

Roll call vote:

5 Ayes: Director R. Foley, Director R. Macedonio, Director L. Patrick,
Director L. Peralta, Chair K Macedonio

DRAFT COY

Date: 5/3/2022

East Kern Health Care District
Attn: Board of Directors
8101 Bay Avenue California City, CA 93505

Re: Grant Request

Dear EKHCD Board members,

The California City Parks and Recreation Department would like to partner with the East Kern Health Care District to bring a summer camp program to the residents of California City. We are requesting funding to purchase needed equipment and supplies that will keep the youth active and engaged. We believe this will be of benefit to some of the most vulnerable parts of our community.

Organization and background synopsis:

The California City Parks and Recreation Department strives to provide high quality recreational programs and services throughout the community that provide fun, educational, accessible and safe environments for people of all ages and abilities. One way that we are seeking to do this is through our Summer Camp program.

Summer camps have been proven to have a powerful impact on children including increasing self-esteem, independence, leadership, and decision-making skills. Summer day camps also give children structure that can be lacking over summer break, which results in unhealthy behaviors including increases in screen time. Central Parks Summer Camp program aspires to change this and aspires to teach a love of learning that will equate to a reduction in summer learning loss as well.

Lack of school day structure during summer vacation increases sedentary behaviors, alters healthy sleep schedules and has shown a dramatic increase in screen time. These changes have been shown to contribute to an accelerated BMI gain. Providing summer camp programs during the summer has been shown to slow down or stop accelerated summer BMI gain. The daily schedule and preplanned weeks give campers the structure they need with the fun and relaxation that is also a necessary part of their summer break.

Published in 2022 UC San Francisco's Jess Berthold did a study that "found higher screen time in Black and Latino/a adolescents and in those from lower-income households that may be due to structural and systemic factors, such as lack of financial resources to do other kinds of activities or lack of access to safe outdoor spaces." (Berthold, 2022) This increase in screen time has been shown to cause sleep problems, poor self-image and body issues, as well as less time communicating with a peer or adult support group. An over-abundance of screen time also shows an increase in psychological and mood problems including increased likelihood of depression, stress and anxiety. With the Summer camp program we are hoping to encourage and allow more access to activities the campers may not have previously engaged in, as well granting more access to safe outdoor spaces.

Project Synopsis:

Central Park Summer Camp is an inclusive summer day camp program for children ages 4 to 12 years old. The youth will be divided by age into two groups. The camp program will last 8 weeks, running from June 13th to August 5th. Every week has a different theme with activities that stimulate the campers keeping them excited and engaged.

The 8-week themes are as follows:

1. Amazing Earth
2. Run, Jump and Play
3. Under the Sea
4. Outdoor Adventure
5. Space and Aeronautics Week
6. Art and Craft Week
7. Lego Week
8. Science Week

As you can see in the attached syllabus and tentative schedule, there will be activities that stimulate the mind **27**

as well as activities that exercise the body, keeping campers both physically and mentally engaged, while offering desperately needed structure.

Project service area:

This camp will serve California City and be held at Central Park.

Required Equipment and Supplies:

Please see attached spreadsheet.

Cost Breakdowns:

Please see attached Spreadsheet

Additionally Requested Information:

We have a confirmed partnership with Safe Haven Kids league who has volunteered to sponsor 2 children for the camp. We are also looking to other organizations to sponsor children. We are currently asking for \$25 per child per week, and that they bring their own lunch. We are aware of the food scarcity issues in this city and are hoping to also obtain monies to pay for food. Based on research of food prices from multiple vendors, as well as making sure we provide adequate, healthy nutrition, lunches would cost approximately \$2500.00. This will feed 30 campers 1 lunch per day for 40 days. This equates to just over 2.00 per meal. Having enough money to feed every camper would mean that no one goes hungry, and no one is feels left out.

Conclusion:

In conclusion, as Recreation Supervisor with a degree in psychology, and a background in education I am aware of the positive impact that summer programming has for our young people. As a long-time resident of California City, I have seen the need for positive role models, and productive activities for our young people grow. I believe that a summer camp program is the perfect place to start making sure the youth in our community feel safe, and cared for while giving them opportunities to be excited and engaged in new hobbies and activities.

Week 1	Item	cost
Amazing Earth	Sunflower seeds	\$5.00
Amazing Earth	Wildflower seeds	\$9.59
Amazing Earth	Mini pots	\$ 17.99
Amazing Earth	Potting soil (Ace)	\$18.00
Week 2		
Run, Jump and Play	2 Volleyballs	\$ 29.94
Run, Jump and Play	Soccer Balls (q2)	\$ 39.95
Run, Jump and Play	Soccer Balls	\$ 25.95
Run, Jump and Play	Goals (q4)	\$ 101.96
Run, Jump and Play	Tennis balls	\$40.13
Run, Jump and Play	Field Day Medals	\$ 20.99
Week 3		
Under the Sea	Ocean creatures	\$12.99
Under the Sea	clear jars	\$18.99
Under the Sea	yarn	\$11.99
Under the Sea	paint	\$17.99
Under the Sea	streamers	\$13.88
Under the Sea	sand for sand art	\$45.99
Week 4		
Outdoor Adventure	fishing poles (q12)	\$216.00
Outdoor Adventure	Bait (q6) (Wal mart)	\$32.64
Outdoor Adventure	rocks for painting (Ace)	\$ 20.88
Outdoor Adventure	acrylic paint pens (q 2 sets)	\$ 52.68
Week 5		
Space Week	balsa wood planes	\$ 107.64
Space week	Styrofoam balls	\$ 21.18
Space week	Rockets (q13)	\$ 106.00
Space week	motors	\$ 108.00
Space week	wadding	\$ 32.00
Week 6		
Art Week	canvases (q30)	\$ 50.97
Art week	Paint brushes	\$6.99
Art week	sketch books	\$19.99
Art Week	water colors	\$57.90
Art Week	glue sticks	\$8.40
Art Week	acrylic paint	\$38.00
Art Week	Scrapbooking paper	\$25.00
Art Week	Scrapbooking stickers	\$11.99
Week 7		
Lego Week	Base plates	\$49.98
Lego Week	brick set	\$147.98
Lego Week	wheels	\$27.99
Week 8		
Science week	Shaving cream	\$9.99
Science week	large mason jars	\$14.99
Science week	yeast	\$3.99

Science week	hydrogen peroxide 12%	\$19.99
Science week	slime kits	\$52.94
reusable water bottles	1 per camper x 30 campers	\$82.47
T shirts for campers	1 each, X 30 campers apx	\$450.00
snacks for campers	snacks/juices	
	apx \$5 per child per week	
	\$150*8	\$ 1,200.00
	Total not including lunches	\$ 3,407.91
additional cost for lunches	30 campers x 40 days	\$ 2,500.00
	Total including lunches	\$ 5,907.91

DISTRICT UPDATES

PRESIDENT'S COMMENTS

Created Ad Hoc committee to review Quickbooks & EKHCD Accounts May 12, 2022. Notice will be posted May 10 for a Special Meeting.

L. Peralta, R. Foley and Eva Hebebrand will attend.

STAFF UPDATES

Penny Farris

Gave updates re: EKHCD History timeline, EKHCD future potential for community assistance.

Nicole Schenk

Gave update re: meeting preparation process, staff manual, calibration with Penny Farris for distribution of office duties.

FACILITIES UPDATE

R. Macedonio

Gave an update on various aspects of repairs and improvements at Bay Ave. The Board viewed 3D tour and mapping for N. Loop property. K. Macedonio remarked that Asbestos and Lead abatement might be very costly.

CONTINUING BUSINESS

CB1: FIRE UPDATE

K. Macedonio gave update re: recent fire at Bay Ave building.

CB2: SDLF WEBSITE COMPLIANCE REVIEW

K. Macedonio gave comments re: EKHCD status for SDLF Website compliance.

CB2-A: DIRECTOR AND STAFF BIOS

K. Macedonio gave comments re: the need for Director Bios for website to be completed.

CB2-B: EKHCD HISTORY TIMELINE

Penny Farris gave review of EKHCD History timeline in process.

NB2: ITEM PULLED

REVIEW PENDING AGENDA ITEMS

The Board discussed several pending agenda items and related issues (page 24 in packet).

CALL FOR FUTURE AGENDA ITEMS

Director R. Foley

Adobe user licenses- N. Schenk will confer with R. Foley, Bridge For Hope-will update on status.

Director R. Macedonio

Revisit prior board approved plan for turf removal and installations of Xeriscape and a concrete path for N. Loop property. Documents for original approval must be found in order to continue the prior decision and work.

Director L. Patrick

Lupus Awareness Walk-will update on status.

Director L. Peralta

Purchase of Fireproof cabinet.

Inquired about purchase of other office equipment.

K. Macedonio remarked about arranging for data recovery on non-functional office computer hard drive.

Director K. Macedonio

Mission Statement Development, SDLF Website Compliance, Employee/Staff Training Manual update and Draft samples, Blood Drive Presentation at upcoming meeting.

AB 1234: DIRECTOR COMMENTS

Director R. Foley

None

Director R. Macedonio

None

Director L. Patrick

Inquired if EKHCD would have a presence at upcoming blood drive.

Commented that T-Shirts for EKHCD representation at public events might raise public awareness.

Director L. Peralta

Commented about a Resume for potential Office Assistant candidate.

Chair K. Macedonio

Commented about a possible Blood Drive Presentation.

ADJOURNMENT

Motion to adjourn

L.Peralta - L. Patrick

Roll Call Vote:

5 Ayes: Director R. Foley, Director R. Macedonio, Director L. Patrick,
Director L. Peralta, Chair K Macedonio

Meeting adjourned: 7:20 PM

Minutes adopted on _____/_____/_____

Secretary's Signature _____

President's Signature _____



Home Improvement Contract

19360 Rinaldi Street, Suite 381
Northridge, CA 91326
Office: (800) 893-4893
Fax: (818) 475-1933
CSLB: 981917

Contract#: P00051325
Project Manager: Jeremy Best
Cell: (909) 921-8812
Email: jbest@burns-enviro.com

Bill To: ("CLIENT")

East Kern Healthcare Dist

Courtesy to:

Special District Rist Management Authority
Attn: James Casey
4009 Courtney St
Bakersfield, CA 93312
(661) 979-9199
PO/Claim #: SDRMA - 9024

Project Address ("PROJECT")

Karen Macedonio
8101 Bay Ave
California City, CA 93505
(213) 445-5875

Property Owner ("OWNER")

East Kern Healthcare Dist
Po Box 2546
California City, CA 93504-0546

This contract ("CONTRACT") has been made as of _____, between Burns Environmental Services, 19360 Rinaldi St., Suite 381, Northridge, CA 91326 ("CONTRACTOR") and CLIENT for work at the PROJECT.

Notice of Cancellation of this CONTRACT may be sent to CONTRACTOR addressed as follows: Burns Environmental Services, 19360 Rinaldi St., Suite 381, Northridge, CA 91326; Fax (818) 475-1933 or by email to contracts@burns-enviro.com.

You (CLIENT) are entitled to a completely filled in copy of this CONTRACT, signed by both you and CONTRACTOR, before any work may be started.

The following description for the PROJECT, of CONTRACTOR's general procedures, of work to be performed, of significant materials to be used, of any equipment to be installed, and of general exclusions (collectively, the "WORK") is as described below (if additional descriptions are needed, see Addendum A).

I GENERAL PROCEDURES

1. Notify required regulatory agencies prior to start of job if applicable.
2. Set containment to isolate work areas.
3. Setup shower and decontamination system adjacent to work area(s).
4. Run HEPA negative air filtration during the remediation or abatement.
5. Transport, manifest and dispose of waste at an EPA landfill, as required by the current regulatory requirements.
6. Remove containment and equipment upon final inspection or one business day following third party clearance. If the CLIENT chooses not to perform clearance inspections or air testing, containments will be removed upon completion of work.

II SCOPE OF WORK

Site Preparation -

Isolate the regulated work area and post warning signs and labels in English and Spanish at each entrance to the regulated work area.
Set containment as needed including sealing all critical barriers and constructing a 3-stage decontamination chamber.
Place work area under negative pressure utilizing negative air machines with HEPA filtration.



Common Halls, Offices, Rooms, and Closets -

Remove and dispose of carpet with asbestos glue from floor throughout (8100sf).
Blade scrape asbestos containing glue to smooth surface throughout (8100sf).
HEPA Vacuum and Wet Wipe Walls and Floors.
Apply EPA approved Fiberlock Encapsulate to all areas where abatement was performed.

General -

Wet wipe and HEPA vacuum all areas where abatement was performed.
Leave containment and machine for third-party asbestos clearance testing.
Clearance testing to be paid by owner or insurance.
All contents must be removed prior to start of abatement by owner.

Labor Rates at \$135 per hour
Supervisor Rates at \$150 per hour
Safety Coordinator at \$150 per hour
Trash Disposal \$7,000.00
Consumable materials \$6,500
Permitting \$1500.00
Trucking surcharge \$275 per day

III SIGNIFICANT MATERIALS TO BE USED

1. Plastic sheeting
2. Plastic bags
3. Duct tape and masking tape
4. Respirator HEPA filters
5. Encapsulant
6. Other materials, as needed.

IV EQUIPMENT TO BE INSTALLED

None.

V GENERAL EXCLUSIONS

1. Personal contents items and appliances not described above are to be removed from the work area(s) by CLIENT prior to start of WORK by CONTRACTOR. Additional costs and/or mobilization charges will be applied if contents have not been removed from the work area(s). A remobilization fee of \$950.00 will be applied for remobilization.
2. Only those appliances specifically listed above will be detached and/or moved. CONTRACTOR shall not be responsible for damage to these item(s) or their associated connections.
3. Doors, lighting and plumbing fixtures which need to be detached prior to start of WORK will not be reattached by CONTRACTOR.



Home Improvement Contract

Contract#: P00051325

Customer has the right to request a payment and performance bond and has waived the right.

NOTICE TO OWNER/CLIENT TO FILE A COMPLAINT. CONTRACTORS are required by law to be licensed and regulated by the CONTRACTORS State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the CONTRACTOR may be referred to the Registrar, CONTRACTORS State License Board, Post Office Box 26000, Sacramento, California 95826.

CLIENT	
X Name: (Print) KAREN MACEDONIO	Signature: _____ Date: _____
Company representing:	Title: President of the Board
TIN:	EPA Generator ID: (If applicable)*
CONTRACTOR	
X Name: (Print)	Signature: _____ Date: _____
Company representing: Burns Environmental Services	Title: Project Manager

*For regulated materials, such as friable asbestos and some Lead (Pb) waste streams, the Generator (legal facility owner) is responsible for obtaining a temporary or permanent EPA ID # for the project facility and providing it to BES prior to job start. If you do not have a permanent ID # and need a temporary 90-day ID # call the California Department of Toxic Substances Control (DTSC) automated helpline phone number for EPA ID # acquisition at 1-800-618-6942 and follow the instructions.



VI CONTRACT TERMS AND CONDITIONS

1. **CASH/CHECK PAYMENT CONTRACT PRICE: \$142,648.29 (including down payment, if any).****CREDIT CARD PAYMENT CONTRACT PRICE: \$148,354.22 (including down payment, if any).**

These costs include consumable materials, cost of labor based on non-prevailing wage rates, profit, overhead, taxes, and disposal fees. This price quote/proposal is valid for 60-calendar days, unless otherwise revoked in writing by Contractor prior to acceptance by client/owner. If this proposal/contract is accepted after 60-calendar days, the proposal may be deemed to have expired by Contractor and/or Contractor may request or be entitled to an increase in the proposed quote/price due to escalation of costs or modifications of prevailing wage rate determinations realized in that time period.

2. **RIGHT TO CURE:** Contractor shall notify Customer of completion of the Work in writing. Within five (5) calendar days after said notice, the Work shall be deemed to have been accepted by Customer unless Customer has given written notice with detailed descriptions of any defects or damage, with all supporting documentation, including photographs of the defects or damage, and repair estimates, if any. However, Customer shall provide Contractor a full and fair opportunity to cure any defect before altering, repairing, or addressing the condition, or commencing legal action. Contractor shall make reasonable efforts to cure the defects within fourteen (14) days of receipt of written notice. The Work shall be deemed accepted upon correction of the defects. Customer waives the right, if any, to the recovery of attorneys' fees in any legal action commenced by Customer in violation of this paragraph.
3. **PERFORMANCE AND PAYMENT BOND:** Customer has the right to request performance and payment bonds and hereby waives that right.
4. **REMOBILIZATION:** A remobilization fee of \$950.00 will be charged to the CLIENT for any remobilization that's not caused by CONTRACTOR.
5. **DOWN PAYMENT:** No down payment is required for work covered by insurance. For all other work, CONTRACTOR requires a down payment prior to the start of WORK of \$1,000.00. The down payment may not exceed \$1,000.00 or 10 percent of the contract price, whichever is less.
6. **BALANCE UPON COMPLETION OF WORK: CONTRACTOR may bill the insurance company, as a courtesy for the CLIENT, when an insurance claim is involved. If the insurance company does not pay in whole or part of the work completed by CONTRACTOR, the OWNER is aware that they are responsible for paying CONTRACTOR for all work completed.** Complete and final payment of the Contract Price is due immediately upon completion of WORK unless otherwise agreed to in a writing signed by CLIENT and CONTRACTOR. With insurance related transactions, CLIENT agrees to endorse or forward payment for services received from CLIENT's insurance provider to CONTRACTOR immediately upon CLIENT's receipt of same. If full payment is not made when due, CONTRACTOR may assess interest on the outstanding amount at the rate of 18% per annum.
7. **LIMITED POWER OF ATTORNEY:** BURNS is hereby appointed as Owner's/Client's Attorney-in-Fact to endorse and deposit in its accounts any insurance checks or drafts relating to BURNS's work. Owner further authorizes and hereby instructs the insurance company to directly communicate with BURNS and provide BURNS with any and all documents relating to the property and/or the Work. In the event that the insurance company sends payment directly to BURNS, Owner does hereby give BURNS the right to sign and endorse, on behalf of Owner/Client, any drafts made to Owner for work performed by BURNS. This shall be considered a limited power of attorney for the purposes of negotiating drafts on behalf of Owner. Owner further directs any third-party lender or secured party to communicate directly with BURNS.
8. **RETENTION:** No retention shall be withheld by CLIENT for WORK on the PROJECT.
9. **APPROXIMATE START DATE:** CONTRACTOR shall substantially commence WORK on approximately Tuesday, May 10, 2022, subject to permissible delays and applicable regulatory permit notification, as defined in this CONTRACT. Demolition, removal, or delivery of materials or equipment to the job site constitutes substantial commencement of the WORK. Failure by CONTRACTOR without lawful excuse to substantially commence WORK within 20 days from the approximate date specified in this CONTRACT when WORK will commence is a violation of the CONTRACTORs State License Law.
10. **APPROXIMATE COMPLETION DATE:** CONTRACTOR shall substantially complete WORK on approximately Friday, June 3, 2022. Substantial completion means completion of the PROJECT where the CLIENT can occupy all or designated portions of the WORK for the purpose for which it was intended.
11. **ACCESS:** CLIENT will provide access to the jobsite for the duration of the WORK. This access may be any of the following:
 - a. Any adult person at the site at the time of the work commencement who allows CONTRACTOR access to the jobsite or provides keys.
 - b. Keys left at the job site in a lockbox with the code or other means to access the lockbox provided to the CONTRACTOR by the CLIENT
 - c. CONTRACTOR is not responsible for missing keys when left at an indicated location at a jobsite other than a lock box or an adult person at the jobsite.
 - d. Access by means of any unsecured or unlocked doorway, opening, or the type of access to the jobsite which the CLIENT instructs the CONTRACTOR to use: CONTRACTOR shall not be held responsible for any theft, damages, or vandalism resultant from the CLIENT providing access to the jobsite via this means, and further indemnifies and holds harmless CONTRACTOR should any third party raise issue with access via this means.
12. **ADDENDA:** CLIENT acknowledges that the following documents were received before or at the time of receipt of any proposal or estimate, or before or concurrent with the signing of this CONTRACT: (1) a notice regarding Commercial General Liability Insurance; (2) a notice regarding Workers' Compensation Insurance; (3) a notice regarding information about the Contractors State License Board; (d) a notice regarding Mechanics' Liens; and (4) a notice regarding the Right to Cancel this CONTRACT. Duplicates of the above-referenced documents are attached hereto.
13. **HOURS OF WORK:** The labor cost used to calculate this proposal/contract is based on standard work hours. Regular work hours are 8-hours/shift, Monday through Friday, from 7:00 to 16:00 daily. No provisions for premium time or for shifts exceeding eight-hour or forty-hour work weeks are offered here unless specified. Should the CLIENT request work in excess of an eight-hour day or a forty-hour work-week, a written request must be submitted to the CONTRACTOR's designated project manager. Additional costs of labor with fee will apply to additional overtime or premium hour work. No premium work will be executed unless CLIENT agrees in writing to compensate CONTRACTOR.
14. **DELAYS:** CONTRACTOR reserves the right to stop work if CLIENT fails to make agreed payments and CONTRACTOR shall not be penalized or charged for costs incurred by CLIENT as a result of the failure of the CLIENT to make payments when due. Time for completion of the WORK at the PROJECT will be extended by



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OWNER-caused delays. Furthermore, CONTRACTOR agrees to start and diligently pursue work through completion but shall not be responsible for delays for any of the following reasons:

- a. Failure of the acquisition, approval or issuance of any necessary building or regulatory permits within a reasonable length of time.
 - b. Acts of neglect or omission of CLIENT or CLIENT's employees or agents, acts of God, stormy or inclement weather, rain, high wind (e.g. Santa Ana winds), strikes, lockouts, boycotts, or other labor union activities, other contractors' interference, extra work ordered by CLIENT, acts of public enemy, riots or civil commotion.
 - c. Delays caused by consultants, inspectors, inspection or changes ordered by the inspectors of authorized regulatory, third-party, or government bodies, or other causes beyond CONTRACTOR's reasonable control.
15. **CLIENT'S CREDIT WORTHINESS AND AUTHORITY:** CLIENT authorizes CONTRACTOR to verify CLIENT's credit worthiness if necessary by conducting a credit investigation. CLIENT acknowledges and represents CLIENT's authority to enter into this CONTRACT and ability to allow CONTRACTOR to perform the WORK at the PROJECT.
 16. **ATTORNEY'S FEES:** If either CLIENT or CONTRACTOR becomes involved in litigation, arbitration or other proceedings arising out of this CONTRACT or the performance thereof, the court or arbitrator in such proceedings, or in a separate suit, shall have the authority to award reasonable costs and expenses, including expert witness and attorneys' fees, to the prevailing party. In awarding attorney fees, the court or arbitrator will not be bound by any fee schedule (e.g. Lodestar), but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
 17. **VENUE:** CLIENT agrees that in the event of a dispute arising out of this CONTRACT, that venue shall be in the Superior Court of California, County of Los Angeles and where possible, at the Northwest District Courthouse in Van Nuys, California.
 18. **SEVERABILITY:** If any provisions of this CONTRACT are held by a Court of competent jurisdiction to be invalid, void or unenforceable, such provisions shall be severable from the remainder hereof, and shall not cause the invalidity or unenforceability of the balance of this CONTRACT, or of any term herein.
 19. **LIMIT OF LIABILITY:** The CONTRACTOR's total liability shall be limited to the proposed total contract value of this CONTRACT.
 20. **SUBROGATION:** CONTRACTOR shall not be subject to any insurance subrogation and the Client will be fully responsible for any type of subrogation.
 21. **RIGHT TO STOP WORK:** CONTRACTOR shall have the right to stop work if:
 - a. Any payment has not been made when due to CONTRACTOR, or if CONTRACTOR reasonably believes that payment shall not be made when due to CONTRACTOR under this CONTRACT; CONTRACTOR may keep the job idle until all payments due are received.
 - b. Access to the work area is impeded or limited in such a way as to hamper, impact or prevent the WORK from being performed efficiently by CONTRACTOR.
 - c. The CONTRACTOR is impacted or delayed by other trades, conditions, or occurrences.
 - d. Failure by CLIENT to make payment within 60 days of the due date shall constitute a material breach of this CONTRACT and entitle CONTRACTOR to stop work.
 22. **FORCE MAJEURE:** CONTRACTOR is not liable for failure to perform if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), acts of terrorism, labor dispute, strike, lockout or interruption of electricity or water service.
 23. **CONTRACT, PLANS, SPECIFICATIONS AND PERMITS:** The PROJECT will be constructed according to such plans and specifications that have been submitted to and approved by the responsible public agency. CONTRACTOR will obtain and CLIENT will pay the cost for all required building permits and any assessments and charges required by any government agency relating to the PROJECT. The CONTRACT, plans, and specifications are intended to supplement each other. In case of conflict, the specifications shall control over the plans, and the provisions of this CONTRACT shall control both.
 24. **JOINT CONTROL:** If CONTRACTOR is required to furnish joint control, CONTRACTOR shall not have any financial or other interest in the joint control.
 25. **RELEASE OF MECHANICS' LIENS:** Unless CONTRACTOR is required by CLIENT to furnish a performance and payment bond, lien and completion bond, bond equivalent, or joint control approved by the Registrar of Contractors covering full performance and completion of the CONTRACT and the bonds or joint control is furnished by the CONTRACTOR, or when the parties agree for full payment to be made upon or for a schedule of payments to commence after satisfactory completion of the PROJECT, CONTRACTOR shall, upon satisfactory payment being made for any portion of the WORK performed, prior to any further payment being made, furnish to CLIENT a full and unconditional release from any claim or mechanics' lien pursuant to Section 8120 *et seq.* of the Civil Code, for that portion of the WORK for which payment has been made.
 26. **CHANGE ORDERS:** Should CLIENT, construction lender, or any public body/inspector direct any modification or addition or deletion to the WORK covered by this CONTRACT, the cost shall be added to or deducted from the CONTRACT price. For the purpose of this paragraph, "cost" is defined as the cost of extra contractors, labor, materials, and equipment, plus 20% of "cost" for overhead and profit. No extra WORK or change order WORK shall be required to be performed without prior written authorization of the person contracting for the construction of the residential improvement. Any Change Order forms for changes or extra WORK shall be incorporated in, and become a part of, the CONTRACT. CLIENT is entitled to a CONTRACT price reduction equal to CONTRACTOR'S cost savings for Change Orders that result in credits, including a reduction in overhead and profit because of a credit Change Order. Expenses incurred by CONTRACTOR because of unusual or unanticipated subsurface ground conditions or because of other unanticipated and unknown conditions (including, but not limited to, removal of toxic waste, asbestos, or material containing asbestos or toxic waste) shall be paid for by CLIENT as extra WORK. CONTRACTOR shall promptly notify CLIENT of latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in this CONTRACT. Any expense incurred due to such conditions shall be paid for by CLIENT as extra WORK. CLIENT agrees to extend the time to complete the PROJECT in the event that extra WORK is required to a date reasonably sufficient to permit CONTRACTOR to perform such extra WORK.
 27. **NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:** Extra WORK and Change Orders become part of the CONTRACT once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new Change Order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the CONTRACT, and the effect the order will have on the Schedule of Progress Payments.



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- 28. **ADDITIONAL REGULATORY NOTIFICATION FEES:** The Client will be responsible for paying any additional regulatory notification fees as a result of the Client changing the job start date.
- 29. **ALLOWANCES:** If the CONTRACT price includes allowances, and the cost of performing the WORK covered by the allowance is less than the allowance, then the CONTRACT price shall be decreased accordingly. Unless otherwise provided by this CONTRACT or requested by CLIENT in writing, CONTRACTOR shall use his own judgment in accomplishing WORK covered by an allowance. If CLIENT requests that WORK covered by an allowance be accomplished in such a way that the cost will exceed the allowance, CONTRACTOR shall comply with CLIENT'S request, provided that CLIENT agrees, in writing, to pay for the additional cost as extra WORK. CLIENT may select the items covered by allowances, but CONTRACTOR shall not be required to use materials, equipment or labor to which CONTRACTOR has a reasonable objection. CLIENT shall promptly select all materials and equipment under an allowance to avoid delay in completion of the PROJECT. Allowances shall cover the cost to CONTRACTOR for materials and equipment delivered to the PROJECT site and all required taxes, less applicable trade discounts. CONTRACTOR'S cost for unloading and handling at the PROJECT site, labor, installation, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the CONTRACT price and not in the allowance. Whenever costs are more than or less than allowances, the CONTRACT price will be adjusted accordingly by a Change Order. The amount of such Change Order shall reflect that difference between actual costs and the allowances.
- 30. **CLEAN-UP:** Upon completion of the WORK, CONTRACTOR will remove debris and surplus material from CLIENT'S property.
- 31. **LABOR AND MATERIAL CHARGES:** CONTRACTOR shall pay for labor, equipment and material delivered to the job by CONTRACTOR and consumed in the PROJECT, but is excused by CLIENT from this obligation for any labor, equipment and materials for which the CLIENT is in arrears in making progress payments to CONTRACTOR.
- 32. **GUARANTEE:** CONTRACTOR guarantees all materials and workmanship and agrees to replace, at his sole expense, to the satisfaction of CLIENT, any and all materials adjudged defective or improperly installed for a period of at least one year from completion and acceptance of the entire PROJECT. CONTRACTOR warrants that all materials and equipment furnished by CONTRACTOR under this CONTRACT shall be new and best of kind quality unless otherwise agreed to in writing by CLIENT. This guarantee shall not apply to damage or defect caused by abuse, modifications not executed by CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear.
- 33. **INSURANCE NOTICES:** A notice concerning commercial general liability insurance is attached to this CONTRACT. A notice concerning workers' compensation insurance is attached to this CONTRACT.
- 34. **CANCELLATION NOTICES:** The law requires that CONTRACTOR give you, the CLIENT, a notice explaining your right to cancel. By initialing this page, below, CLIENT acknowledges receipt of CONTRACTOR's "Notice of the Three-Day Right to Cancel." The "Three-Day Right to Cancel" may be waived pursuant to Section 1689.13 of the California Civil Code in connection with emergency repairs or service for the immediate protection of persons or real property when executed in writing by CLIENT in an "EMERGENCY SERVICES CONTRACT NOTICE WAIVER OF RIGHT TO CANCEL" attached to this CONTRACT.
- 35. **ARBITRATION OF DISPUTES:** Any controversy arising out of or relating to the construction of the PROJECT referred to in this CONTRACT or regarding the interpretation of this CONTRACT is subject to arbitration under California Law with the American Arbitration Association in accordance with the "Home Construction Arbitration Rules and Mediation Procedures" in effect at the time of the demand for arbitration. As a condition precedent to arbitration, the parties must participate in mediation. The mediation shall be held in accordance with the "Home Construction Arbitration Rules and Mediation Procedures" of the American Arbitration Association. Should any party refuse to fully participate or neglect to appear for mediation, they will be barred from maintaining a claim or set-off against the other in arbitration. Any party who refuses to appear or participate in the arbitration proceedings will be subject to default in accordance with the American Arbitration Association rules then existing. Thirty days prior to the date set for the arbitration, the parties shall make a good faith exchange of any and all documents, photographs, videos, etc., relating to the controversy between them. The arbitrator, in his or her sole discretion, shall have the power to order additional discovery of any sort allowed under California Law. The arbitrator may also hire independent experts to assist the mediation process. Prior to settlement or award and subject to paragraph 22, below, the costs of mediation and arbitration, including experts, shall be borne equally by the parties.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the business and professions code or other applicable laws.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.

INITIALS (CLIENT)

- 36. **AMBIGUITY:** In the event that the language of this CONTRACT is determined to be ambiguous, the CONTRACT shall be construed as having been jointly drafted by the parties to it and not interpreted against either one as the drafter of the CONTRACT.
- 37. **MUTUAL RESPONSIBILITY:** CONTRACTOR shall afford CLIENT and any contractors working directly or indirectly for CLIENT reasonable opportunity for introduction and storage of materials and equipment and performance of their activities and shall connect and coordinate the CONTRACTOR'S construction and operations



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with theirs in accordance with this CONTRACT. If part of CONTRACTOR'S WORK depends on proper execution or results upon construction or operation by CLIENT or another contractor, CONTRACTOR shall before proceeding with that portion of the WORK, promptly report to CLIENT any apparent discrepancies that would render it unsuitable for such proper execution and results.

38. **DAMAGE TO PROJECT AND INSURANCE:** CLIENT has the right, but not the obligation, to procure appropriate insurance, including Builders All Risk insurance to cover losses during course of construction, including vandalism, and malicious mischief, at CLIENT'S own cost. Notwithstanding any such insurance procured by CLIENT, if the PROJECT is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism, any WORK done by CONTRACTOR in rebuilding or restoring the PROJECT shall be paid for by CLIENT as extra WORK, unless such destruction or damage was caused by CONTRACTOR or any of his employees, subcontractors or material suppliers, in which case CONTRACTOR shall perform such WORK at his sole expense. CONTRACTOR will maintain in full force and effect, a general liability and workers' compensation insurance policy which cover the WORK and CONTRACTOR'S employees. CLIENT shall obtain and pay for insurance against injury to his own employees and persons under CLIENT'S direction and persons on the job site at CLIENT'S invitation. The insurance required by this provision shall remain in effect for as long as the CONTRACTOR has an insurable interest in the property and until the PROJECT is completed. If the PROJECT is destroyed or damaged by any insurable cause, then any WORK done by CONTRACTOR in rebuilding or restoring the PROJECT shall be paid for by CLIENT as extra WORK. CONTRACTOR will maintain general liability and workers' compensation insurance covering all CONTRACTOR'S employees for the duration of CONTRACTOR'S WORK on the PROJECT.
39. **PROJECT SAFETY:** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance of the CONTRACT. In the event that CONTRACTOR encounters on site conditions that CONTRACTOR reasonably believes to be harmful in any way, including hazardous materials, asbestos, and PCBs that have not been rendered harmless, CONTRACTOR shall promptly notify CLIENT of such condition and immediately suspend WORK in the affected area. WORK shall not resume unless and until such condition has been remedied to the satisfaction of CONTRACTOR. CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) persons authorized to be on the PROJECT site; (2) the materials and equipment of, and WORK performed by, CONTRACTOR, other contractors, and CLIENT; and (3) property adjacent to the PROJECT site such as trees, shrubs, lawns, sidewalks, and roads.
40. **SUPERVISION:** CONTRACTOR shall supervise and direct the WORK using CONTRACTOR'S best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and for coordination of all portions of the WORK, unless otherwise agreed to by the parties. CONTRACTOR shall be responsible for inspection of portions of the WORK already performed under the CONTRACT to determine that such portions are in proper condition to receive subsequent WORK.
41. **SUBCONTRACTORS:** CLIENT acknowledges that CONTRACTOR has the right to subcontract any portion of the WORK contemplated hereunder. In the event that CONTRACTOR does subcontract a portion of the WORK to a subcontractor, CONTRACTOR agrees to have such subcontractor be contractually obligated to CONTRACTOR in the same or substantial manner as CONTRACTOR is obligated to CLIENT hereunder.
42. **TERMINATION:** If WORK is stopped for a period of 30 days for any reason other than the fault of CONTRACTOR or one of its subcontractors, or if there is a material breach of the CONTRACT by CLIENT, CONTRACTOR shall have the right to elect to terminate the CONTRACT. CLIENT may terminate the CONTRACT at any time for any reason upon seven days written notice to CONTRACTOR. Upon termination, CONTRACTOR shall be entitled only to payment for all WORK performed, materials installed, and equipment provided through the date of termination. If the CONTRACT is terminated by CLIENT, CONTRACTOR'S one-year guarantee obligation shall commence on the date that CLIENT sends notification to CONTRACTOR of cancellation.
43. **NOTICE TO CURE:** As a condition precedent before any action or arbitration can be brought by CLIENT against CONTRACTOR or any of CONTRACTOR'S subcontractors for any alleged construction defect, default under this CONTRACT, or any other claim for damages, CLIENT must provide written notice to CONTRACTOR and an opportunity to cure. The written notice must specifically identify the nature and location of any claimed construction defects, and/or defaults under the CONTRACT. CLIENT must provide CONTRACTOR with the written notice within 30 calendar days of discovery of the alleged defect or default, or any and all claims against CONTRACTOR for said defects and/or defaults are forever waived and barred. CLIENT must permit CONTRACTOR 5 business days from the date that written notice from CLIENT to CONTRACTOR is actually received by CONTRACTOR, to begin curing or addressing the alleged defects and/or defaults. Within the 5 day period, CONTRACTOR must either complete the corrections, or provide CLIENT with a written schedule for completion within a reasonable period of time. In the absence of CONTRACTOR'S compliance with the above, CLIENT can employ any legal means to effect repairs and bring a claim against CONTRACTOR. CLIENT is exempt from the requirement of allowing CONTRACTOR an opportunity to cure, but not the requirement of notice, for emergency repairs. An emergency repair is one which is reasonably believed to be necessary to prevent personal injuries, or the loss or destruction of property in excess of \$2500.00.
44. **COMPLETE AGREEMENT:** The CONTRACT represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. This CONTRACT can be modified only by a writing signed by the parties.
45. **ADDITIONAL TERMS AND CONDITIONS:** Additional terms and conditions can be attached as addendum "D" to this CONTRACT. All such addendum are hereby incorporated herein by reference and made a part of this CONTRACT.
46. **AMENDMENTS:** No alteration, modification or amendment to the terms and conditions of this Agreement shall be effective unless made in writing and signed by both parties.



Home Improvement Contract

19360 Rinaldi Street, Suite 381
 Northridge, CA 91326
 Office: (800) 893-4893
 Fax: (818) 475-1933
 CSLB: 981917

Contract#: P00051325
 Project Manager: Jeremy Best
 Cell: (909) 921-8812
 Email: jbest@burns-enviro.com

PRELIMINARY NOTICE INFORMATION

The project is owned by:
 (Name or names that appear on the deed of trust to the PROJECT)

East Kern Healthcare Dist
 Po Box 2546
 California City, CA 93504-0546

The OWNER'S address is:
 (Address, city, state, and zip)

The construction lender for the PROJECT is:
 (Include name and branch location)

The construction lender's address is:
 (Address, city, state, and zip)

VII REGULATORY TERMS AND OTHER CONDITIONS

1. **PERMITS:** CONTRACTOR shall be responsible for required NESHAP permits. CLIENT will be solely responsible for any other work and/or permits that the City and/or any other jurisdiction may require relating to the WORK other than that specified in this CONTRACT.
2. **REGULATED WORK AREA AND OTHER CONTRACTORS:** Unless specified within this CONTRACT, CLIENT understands and agrees that no other contractor or individual, under any circumstances, shall enter the demarcated work area(s) where CONTRACTOR is performing the WORK under this CONTRACT. In order to avoid contamination and/or injury, no party including the CLIENT may at any time enter any interior or exterior work area that is fully and/or partially contained. Only CONTRACTOR's authorized personnel or government authorities with valid identification (OSHA, Health Departments, etc.) may enter the work areas. Should CONTRACTOR deem that non-authorized personnel have entered the work area CONTRACTOR reserves the right to stop work and cannot be held responsible for the satisfactory result of any clearance testing should such be performed.
3. **CONTAINMENTS:** The client or its other contractors or agents cannot remove any containment. In the case that they do, they cannot back charge BURNS any money for doing so.
4. **REGULATED WASTE:** The CLIENT or PROJECT OWNER, if OWNER is other than CLIENT, is to sign and authorize all regulated waste shipping manifests or bill-of-ladings at the beginning of the project. The CLIENT or PROJECT OWNER, as appropriate, will be responsible for making him or herself available at the time of waste pick-up.
 - a. Under California and Federal law, it is the direct responsibility of the Generator to determine and declare that waste generated from the Generator's property or building(s) is regulated or not regulated as waste; and to further declare the type of waste pursuant to 49 CFR 171-179 and Chapter 12, Title 22, CCR, Division 4.5.
 - b. Hazardous waste is to be shipped utilizing a hazardous waste manifest. The CONTRACTOR will provide appropriate manifests when required. It is the CLIENT's responsibility to inform the CONTRACTOR of the EPA Generator Number, legal name and address of the generator, the address of the facility and be available to sign manifests at the time of waste shipment pickup.
5. **UTILITIES:** The CLIENT is responsible to supply safe and adequate electrical utilities, water, and restroom facilities to the worksite as required by the CONTRACTOR to operate required equipment, machinery, and to perform the WORK under this CONTRACT for the duration of the work and at no cost to CONTRACTOR.
6. **NEGATIVE AIR EXHAUST:** Windows may need to be removed to provide exhaust ports for the use of negative air machines dependent upon the type of operation being performed. It is the CLIENT's responsibility to provide an accessible window or door for negative air exhaust at no cost to CONTRACTOR.
7. **ACCESSIBILITY OF MATERIALS:** Inaccessible, buried, or otherwise trapped materials that are not specified in this CONTRACT or defined in the specification for removal are not included in the WORK.
8. **EXISTING UTILITIES/CABLING:** If CONTRACTOR detaches/moves any type of gas line, water line, conduit, cable or phone jack in order to access or move an appliance, water heater and or building component, CONTRACTOR will not be held liable for the integrity of the utility connection or leaks or failure of the connection following the work. Plumbing supply valves may be faulty and may need to be replaced. Repair or replacement of these items is not included. The



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CLIENT accepts full responsibility for testing and proving that any electrical device, cable, water line, gas line, conduit or fixture works prior to CONTRACTOR's commencement of WORK under this CONTRACT. This includes but is not limited to any heater, air conditioner, appliance, light bulb, switch, outlet, timer or electronic apparatus. CONTRACTOR will not be responsible for damage to plumbing pipes or water leaks. Many older structures have decaying galvanized or other types of pipes that can break with simple vibrations. Regardless of the age, CONTRACTOR will not be responsible for damage to plumbing pipes, valves, fixtures, and/or water leaks.

9. **PRIOR DAMAGE AND/OR CONTAMINATION:** CONTRACTOR will not be responsible for any pre-existing conditions, contamination, or damage at the project including but not limited to building finishes, materials, components, machinery, lighting, etc.
10. **INCIDENTAL DAMAGES:** By signing this CONTRACT, CLIENT understands that CONTRACTOR may use masking tape, duct tape, spray-glue, staples, screws and plastic to erect critical barriers and to seal off work areas. Incidental damage to these items listed and others may occur as a result of work performed. Every attempt is made to minimize damages however when adhesives, staples and screws are removed, cosmetic damage to the finish surfaces may occur. CONTRACTOR shall not be responsible to patch or fix any damaged surface or building material(s). CONTRACTOR is not responsible for damage to any plantation shutters and/or re-installation. Claims for damages other than these must be submitted to CONTRACTOR in writing within ten (10) days of CONTRACTOR's last day on the job site. Claims must include supporting documentation of damages.
11. **DAMAGE TO WALLS:** CONTRACTOR will not be responsible for damage to adjoining walls, back walls, and/or common walls.
12. **CERAMIC TILE DEMOLITION:** CONTRACTOR will not be responsible for damage to any adjoining surfaces or building materials in relation to removal of porcelain or ceramic tile, bathtub enclosure, and shower enclosure.
13. **DUCT CLEANING:** CONTRACTOR is not responsible for paint damage and touch up of floor, wall, ceiling, or other materials surrounding duct registers or for non-reinstallation due to missing and/or stripped fastening screws or nuts or any other malfunctioning or missing fasteners.
14. **POST REMEDIAL AIR SAMPLING:** If CLIENT chooses to have final air clearances/post-remedial air sampling performed, CLIENT shall notify CONTRACTOR in writing, no later than one calendar day, of the exact time a consultant will take any environmental sampling. If this is not done, CONTRACTOR will not be responsible for removing plastic, duct tape or any other barriers left behind in/on any part of the project location. Clearance or post remedial air sampling protocols, procedures, methods, must clearly be stated and the target level of clearance (regulatory) or levels of airborne particulates to be present following remedial activities must be described in writing prior to the submission of this proposal.
15. **INDEPENDENT CONSULTANT:** CLIENT shall be responsible for selecting, hiring, and paying independent consultants for project monitoring or air sampling services. CLIENT will disclose the name, address, and phone number of any hired consultants no later than two (2) calendar days prior to the commencement of WORK to be performed pursuant to this CONTRACT. CLIENT is responsible for notifying and coordinating consultants to support the abatement work. CLIENT's consultant shall conduct clearance environmental sampling no more than seventy-two (72) hours after the WORK is completed in a work area. CONTRACTOR is not responsible for critical barriers or containment systems and equipment after seventy-two (72) hours following cessation of removal and cleaning activities in a work area. Additional charges will be applied to contracts if repairs or maintenance services are requested or required. Videotape or any other form of recording CONTRACTOR's work or workers is strictly prohibited without a writing permitting such activity by CONTRACTOR.
16. **ANALYTICAL REPORTS:** The CLIENT agrees to provide CONTRACTOR with any and all third-party consultant's reports, bulk sample, and/or waste stream characterization data within 24 hours of CLIENT receiving any such results or reports. CLIENT authorizes CONTRACTOR to obtain any reports or results directly from the consultant.
17. **CONTRACTORS TOOLS & EQUIPMENT:** Tools and equipment supplied to the work area(s) is under the control and/or property of the CONTRACTOR. At no time is the CLIENT to use or borrow, or allow any third party to use or borrow, CONTRACTOR's equipment without the express written consent of CONTRACTOR. The CONTRACTOR is not responsible for CLIENT's or CLIENT's agent, accidents, damage or misuse for the unauthorized use of CONTRACTOR's equipment or tools. The CLIENT is responsible for granting access to remove any equipment left at the jobsite in a timely manner. If the CLIENT denies access or fails to respond to requests, the CONTRACTOR shall charge \$75.00 per day per each piece of equipment until removed.

VIII SPECIFIC TECHNICAL DISCLOSURE (AS APPLICABLE TO SCOPE OF WORK)

Fungal/Microbial Remediation

1. CONTRACTOR is not responsible for identifying the conditions of fungal/bacterial growth or the potential source(s) of fungal growth/colonization and advises that the causal conditions be identified and rectified prior to abatement activities and CONTRACTOR mobilization.
2. CONTRACTOR is not responsible for the occurrence or growth of microbes following the remedial activities. No guarantee, expressed or implied, is made concerning reoccurrence or regrowth of fungi or bacteria, as the CONTRACTOR has no control over the specific environmental factors and/or site conditions.
3. CONTRACTOR is responsible for the removal/disposal of visually impacted building materials or predefined scope of work materials.
4. Building materials impacted by fungi will be handled, packaged, and disposed of as unregulated waste unless otherwise required.
5. Unless otherwise defined in specifications, submitted prior to proposal submission and acceptance, the remedial work outlined in this proposal is not fungicidal, bactericidal, sporicidal, virucidal or germicidal. The work proposed here is not intended to achieve specific levels of sanitization, disinfection, or sterilization of building materials located in the scope of work area(s).
6. Unless otherwise arranged, building materials and framing members exposed in the removal process will be detail cleaned and encapsulated with antimicrobial primers/encapsulating agents prior to visual inspection.
7. Air conveyance systems are not included in the scope of work unless otherwise specified.
8. Stucco-back or vapor barrier sheeting will not be removed if found to be contaminated unless specified in writing by the Owner/Client.
9. The extension/expansion of containments to contain and remove materials determined to be outside of the scope of work, as defined in this proposal, shall be performed at additional cost as outlined in change order.



Home Improvement Contract

Contract#: P00051325

10. All personnel performing work, including personnel who may access work areas for any purposes, will be appropriately trained in accordance with Title 8, California Code of Regulations, Sections 5144 and 5194.
11. Structural members will not be removed in the execution of this work unless specified in the Scope of Work section.
12. If CONTRACTOR recommends additional scope of work for mold remediation, and the customer refuses, CONTRACTOR is not responsible for any failed clearance tests.

Drywall Systems

1. Drywall and joint compound will be removed utilizing full containment and negative air controls.
2. Trained individuals, utilizing respiratory protection per 8 CCR 1529, will remove drywall and joint compound.
3. ACM waste materials will be packaged in single non-printed, 6-mil clear bags and disposed of as nonregulated waste debris (trash).
4. BES is not responsible for any radiant heat or wires damaged if found in ceiling during the abatement process.
5. ACM drywall will be disposed of as nonfriable (NF) nonhazardous asbestos.
6. If drywall is to be removed as part of the scope of work, there may be shear wall (plywood) underneath. Burns will not be responsible for repairing or reinstalling any new materials including any shear wall and/or plywood.

Vinyl Asbestos Tile (VAT) / Resilient Sheet Flooring (RSF) and Mastic

1. Additional quantities, layers of tile, float materials or differing substrates are not a part of this proposal and are cause for a change order.
2. VAT and mastic will be handled, packaged and disposed of as nonfriable (nonhazardous) asbestos waste. RSF will be handled, packaged and disposed of as friable (hazardous) asbestos waste.
3. Due to odors caused by chemical mastic removers, mastic will be blade scraped to a one dimensional state and an EPA approved encapsulant will be applied to any residue mastic. It is the responsibility of the owner/CLIENT that new flooring to be installed can be adhered to a substrate with encapsulant
4. The CONTRACTOR is not responsible for controlling or abating any odors, or sources of odor following abatement operations.
5. Baseboards, covings and/or baseboard adhesives will be removed prior to the preparation of the work area if not asbestos-containing. These items/materials will be discarded as part of the abatement operation unless otherwise arranged.
6. The CONTRACTOR is responsible only for the removal of three-dimensional applications on flat surfaces and is not responsible for the removal of materials in holes, voids, cold breaks, cracks, etc.
7. Floor floating materials/compounds discovered under existing flooring in excess of five percent (5%) of the surface area of the floor will be removed as a changed condition or under separate contract.

Spray Applied Acoustic

1. The CONTRACTOR is not responsible for the repair of finishes following abatement operations. Damage to wall finishes may occur in the erection of area critical barriers and isolation of the work area(s). Substrates will not be paint ready. Filling, patching, painting and/or texturing will generally be required and is not included.
2. Plaster surfaces such as scratch or brown coats may be irregular following the abatement process. The CONTRACTOR is not responsible for resurfacing or refloating the remaining surface to reapplication conditions
3. Irregular substrate surfaces with pits, cracks, cervices, or holes increase the amount of work required to remove acoustic applications and are not visible at the time of pre job inspection. This condition will increase the cost of the project.
4. The contractor must be informed about acoustic coatings that are encapsulated prior to bid date. Coatings that are encapsulated may be more difficult to remove and therefore subject to change order.
5. Cleaning or decontamination of air-conveyance systems (ACS) is not part of this proposal unless specifically referenced under the Scope of Work section.
6. CONTRACTOR is not responsible for damage to radiant heating systems that are imbedded into plaster ceilings.

Transite Sheet/Pipe

1. Excavation, shoring/benching is not a part of this proposal unless specifically noted
2. Replacement of pipe with new materials is not a part of this proposal.

HVAC/Duct Insulation

1. Unless otherwise specified, asbestos removal from the plenum and interior components is excluded. If it is included as part of this agreement, BES is not responsible for installing a new plenum box or for certifying, measuring, or balancing the airflow and/or function of the plenum.
2. Duct replacement is not included in the scope of work; the Owner/Client understands this to be true unless otherwise specified.
3. Register boots will remain and may be insulated with similar materials as the duct unless specified for removal.
4. The CONTRACTOR is not responsible for damage to walls caused during the removal of register boots.

**Friable Pipe Insulation**

1. CONTRACTOR is not responsible for leaking or damaged piping, hangers, supports fittings or components caused by the removal of insulation or manipulation of the pipe system.
2. Pipe will be removed using Procedure 1 or 2 methods of containment/removal.
3. Insulation replacement or Firestopping replacement is not a part of this proposal unless otherwise specified.

Lead-Based Paint (LBP)

1. Loose and Flaking LBP are to be removed from the substrate(s) in the SOW area(s). Lead-Barrier Compound (LBC) will be applied over LBP in the SOW area following removal activities. Floating, feathering and final finish are the responsibility of the contractor making the final paint application. BES is not responsible for "Islands", substrate imperfection caused by removal, feathering, or floating unless BES is to make the final application of finish paint.
2. If doors or windows are to be painted or encapsulated as part of this agreement, they may need to be kept open overnight for proper drying. The Owner/Client maintains the responsibility of insuring that such windows and doors remain open overnight and shall be responsible for any security during that time. If the doors and/or windows are closed while coatings are still wet, they will "stick" and some of the coating may actually peel off. BES will not be responsible for these "sticking" or "stuck" windows.

Ceramic Wall/Floor Tiles

1. CONTRACTOR is not responsible for the repair substrates that are damaged or impacted during removal.
2. Substrates below or behind ceramic tile removed may not be ready for installation of new materials following work. Damage to finishes may occur as a result of removal.
3. Cement or grout residues may be left on substrates and will be reduced to practical dimension.
4. CONTRACTOR is not responsible for the characterization of the waste stream generated from this operation. The Client or Generator is responsible for waste stream classification at bid time.
5. Materials found below layers of tile will not be removed unless specified for removal in this CONTRACT.
6. Groutbeds or thinset are not part of this contract unless specifically referenced in the Scope of Work.

Roofing:

1. Contractor is not responsible for the repair of substrates that are damaged or impacted during removal.
2. Contractor is not responsible for the repair of drains, scuppers, or associated drain systems manipulated or damaged during the removal process.
3. Contractor is not responsible for inclement weather or damage caused by water intrusion into the structure during roof removal operations.
4. Contractor reserves the right to not work if precipitation is anticipated within 48-hours of the roof removal process.
5. Once work under the contract is completed, the contractor is not responsible for protecting the roof or building envelope from weather damage.
6. Contractor is not responsible for isolating or protecting attic or plenum areas unless specifically referenced in the proposal.
7. Unless requested and specifically included in this Proposal/Contract, the removal of roofing product debris that has fallen into the attic or plenum on "Skip-Sheeted" roof systems is not included in this Proposal/Contract.
8. Contractor is bidding for the removal of single roofing systems and not multiple systems or additional layers not identified during the survey.
9. Additional layers of roofing discovered during the removal process are reason for a field change order.
10. Contractor shall remove and dispose of rock or gravel ballast as construction debris.
11. Contractor reserves the right to not bag nonfriable roofing waste removed and may "bulk" load waste into lined 40-yard roll-top asbestos waste bins.
12. Roofing is considered nonfriable nonhazardous waste unless the roofing has been deemed friable by a CAC prior to bid time.
13. Roofing systems discovered or exposed during the execution of work, that are determined to be friable by the contractor, and not previously identified in the survey as friable roofing, will be removed as friable hazardous waste and this changed condition will be a basis for a field change order.

HVAC/Duct Cleaning:

1. Contractor will not clean vertical ducting located within wall cavities.
2. Contractor will not clean the coils within the HVAC unit.



IX CONTRACTOR'S HOME IMPROVEMENT CONTRACT NOTICES

Commercial General Liability Insurance (CGL)

CONTRACTOR carries commercial general liability insurance written by Great Divide Insurance Company. You may call Jesse Gutierrez at 818-735-7600 to check CONTRACTOR'S insurance coverage.

Workers' Compensation Insurance

CONTRACTOR carries workers' compensation insurance for all employees.

Notice Regarding Change Orders

You, the buyer, may not require CONTRACTOR to perform extra or Change Order WORK without providing written authorization prior to the commencement of any WORK covered by the new Change Order. An extra WORK or a Change Order is not enforceable against you, as buyer, unless the Change Order also identifies all of the following in writing prior to the commencement of any WORK covered by the new Change Order: (i) the scope of WORK encompassed by the order; (ii) the amount to be added or subtracted from the CONTRACT; and (iii) the effect the order will make in the progress payments or the completion date. CONTRACTOR'S failure to comply with the requirements of the foregoing does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB)

The CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact the CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to the CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), the CSLB has authority to investigate the complaint. If you use an unlicensed contractor, the CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.



Home Improvement Contract

19360 Rinaldi Street, Suite 381
Northridge, CA 91326
Office: (800) 893-4893
Fax: (818) 475-1933
CSLB: 981917

Contract#: P00051325
Project Manager: Jeremy Best
Cell: (909) 921-8812
Email: jbest@burns-enviro.com

Mechanics Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit the CSLB's Web site at www.cslb.ca.gov or call the CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Karen Macedonio
8101 Bay Ave
California City, CA 93505
(213) 445-5875

Dear Burns Environmental,

This letter is to confirm the conversation about damages that occurred in my property due to the incident described below which occurred on Saturday, April 9, 2022 at 10:00 AM.

The damage addressed by the scope of work is resultant from the following condition or incident: Fire

After being tested, it has been found that affected materials contain asbestos. We cannot have use of these affected areas until the asbestos has been removed.

As time is of the essence, I am requesting that your company submit an emergency notification to the local regulatory agency (AQMD) to expedite this process. I would like work to be complete as soon as possible. Repairs cannot begin until the asbestos has been abated. I appreciate your immediate attention and quick response in helping to get this work started in the timeliest manner.

I hereby request that AQMD allow for Abatement Services be performed in my property immediately.

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

CLIENT

X

Name: (Print) KAREN MACEDONIO

Signature:

Date:



Home Improvement Contract

19360 Rinaldi Street, Suite 381
Northridge, CA 91326
Office: (800) 893-4893
Fax: (818) 475-1933
CSLB: 981917

Contract#: P00051325
Project Manager: Jeremy Best
Cell: (909) 921-8812
Email: jbest@burns-enviro.com

X NOTICE OF THREE OR FIVE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days, or five days if you are age 65 or older. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

I acknowledge receipt of this Notice of Three Day Right to Cancel

CLIENT		
<p>X Name: (Print) KAREN MACEDONIO</p>	<p>Signature:</p>	<p>Date:</p>



Home Improvement Contract

19360 Rinaldi Street, Suite 381
Northridge, CA 91326
Office: (800) 893-4893
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Contract#: P00051325
Project Manager: Jeremy Best
Cell: (909) 921-8812
Email: jbest@burns-enviro.com

XI WAIVER OF RIGHT TO CANCEL

I, the Customer, hereby certify and affirm that this contract is executed in connection with making of emergency or immediately necessary repairs that are necessary for the immediate protection of persons or real or personal property. I hereby state that the following emergency exists, requiring immediate attention:

Saturday, April 9, 2022: Fire

Pursuant to Section 1689.13 of the California Civil Code, I acknowledge and hereby WAIVE all rights to cancel this sale (agreement) within three days. If I cancel the contract, Burns Environmental Services will be entitled to payment (at contract prices) for the services performed up to the time of cancellation.

Karen Macedonio
8101 Bay Ave
California City, CA 93505
(213) 445-5875

CUSTOMER			
X	Name: (Print)	KAREN MACEDONIO	Signature: _____ Date: _____



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XII NOTICE OF CANCELLATION (COPY 1 OF 2)

Date of Transaction:

You may cancel this transaction, without any penalty or obligation, within three business days from the above date, or five days if you are age 65 or older.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Burns Environmental Services, 19360 Rinaldi St., Suite 381, Northridge, CA 91326; Fax (818) 475 1933 or by email to contracts@burns-enviro.com not later than midnight on the third business date after the transaction date above if you are under age 65, or not later than midnight on the fifth business date after the date of transaction above if you are age 65 or older.

I hereby cancel this transaction.

Do not sign here unless you intend to cancel.

CLIENT		
X Name: (Print)	Signature:	Date:

Do not sign here unless you intend to cancel.





Home Improvement Contract

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XIII NOTICE OF CANCELLATION (COPY 2 OF 2)

Date of Transaction:

You may cancel this transaction, without any penalty or obligation, within three business days from the above date, or five days if you are age 65 or older.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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I hereby cancel this transaction.

Do not sign here unless you intend to cancel.

CLIENT		
<p>X Name: (Print)</p>	<p>Signature:</p>	<p>Date:</p>

Do not sign here unless you intend to cancel.





Home Improvement Contract

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XIV CONTENTS LIABILITY RELEASE FORM

CONTENTS LIABILITY RELEASE FORM

Karen Macedonio
8101 Bay Ave
California City, CA 93505
(213) 445-5875

I, the undersigned, hereby authorize Burns Environmental Services to move/remove personal property (including, but not limited to, contents, clothing, furniture and various household equipment) from the affected work areas with the understanding that Burns Environmental Services is not responsible for replacement to said personal property. Contents removed will be disposed as asbestos contaminated hazardous waste.

I understand that if I wish to keep ANY personal belongings and contents that they are AS IS. Should I choose to keep items, I understand that will need to provide a specific written list of these items to Burns Environmental prior to the start of work. I further accept and understand that I am knowingly keeping contents that have been considered to be asbestos contaminated materials.

By signing below the Owner of the personal belongings and/or contents (as defined in the Work Plan document) hereby releases its Certified Asbestos Consultants, Certified Site Surveillance Technicians, and employees, the South Coast Air Quality District, its executive officers and employees, the asbestos abatement contractor, its officers and employees, from any and all claims, suits, liability and future liabilities involved with and related to asbestos as it applies to the personal belongings and contents.

A signature below indicates a clear understanding of the above statements.

CLIENT

X Name: (Print) KAREN MACEDONIO

Signature:

Date:



Home Improvement Contract

19360 Rinaldi Street, Suite 381
Northridge, CA 91326
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CSLB: 981917

Contract#: P00051325
Project Manager: Jeremy Best
Cell: (909) 921-8812
Email: jbest@burns-enviro.com

XV INSURANCE AUTHORIZATION TO RELEASE FUNDS

PROJECT
Project Name: East Kern Healthcare Dist
Project Address: 8101 Bay Ave, California City, CA 93505
Project Description: Asbestos

AUTHORIZATION
I authorize payment for the services rendered at the above printed address to be paid directly to Burns Environmental Services from my Insurance Company or Authorized Agent. If this is not a covered loss, I the Owner/Insured acknowledge that payment in full will be made upon completion of work.
If payment is not received within 30 days I agree to pay 1.5% monthly service charge as well as any collection cost and attorney fees.
(Initial here):

INSURANCE INFORMATION
Special District Rist Management Authority Attn: James Casey 4009 Courtney St Bakersfield, CA 93312 (661) 979-9199
Claim #: SDRMA - 9024

OWNER								
<table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">X</td> <td style="width: 40%;">Name:</td> <td style="width: 30%;">Signature:</td> <td style="width: 20%;">Date:</td> </tr> <tr> <td>(Print)</td> <td>KAREN MACEDONIO</td> <td></td> <td></td> </tr> </table>	X	Name:	Signature:	Date:	(Print)	KAREN MACEDONIO		
X	Name:	Signature:	Date:					
(Print)	KAREN MACEDONIO							



Home Improvement Contract

19360 Rinaldi Street, Suite 381
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Contract#: P00051325
 Project Manager: Jeremy Best
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 Email: jbest@burns-enviro.com

XVI ASSIGNMENT OF INSURANCE RIGHTS AND DIRECTION OF PAY

PROJECT	
Policyholder: Insured of property address below	Claim Number: SDRMA - 9024
Property Address: 8101 Bay Ave, California City, CA 93505	Date of Loss: 4/9/2022

1. **IRREVOCABLE ASSIGNMENT OF POLICYHOLDERS' RIGHTS AGAINST INSURANCE COMPANY TO CONTRACTOR:** By execution of this irrevocable Assignment of Insurance Rights and Direction of Pay ("Assignment"), the policyholders identified above ("Policyholders") completely, irrevocably and fully assign and transfer to the Contractor named above all of Policyholders' legal and equitable rights under all insurance policies arising from claims for the damage Contractor was hired to address (collectively referred to as the "Claims"). The assigned rights include without limitation the rights to collect insurance policy benefits and proceeds, and the right but not the obligation to participate in appraisal of the loss or the portion of the loss in which Contractor is involved. The assigned rights include without limitation Policyholders' rights as a first-party insured under Policyholders' policy of insurance, the right to prosecute claims directly against the insurers enforce the assigned rights, including without limitation causes of action for breach of contract, breach of the implied covenant of good faith and fair dealing (insurance bad faith), and negligence. This Assignment shall be liberally construed to the fullest extent permitted by law.
2. **EXCLUSION:** Nothing in this Assignment shall be construed as an assignment of other parts of the insurance claims unrelated to Contractor's scope of work, such as additional living expenses or the value of lost personal property. Policyholders shall remain obligated with respect to all duties and liabilities under the terms of the insurance policies, including the duty to properly document all claims and cooperate with the insurer's investigation.
3. **NO CONDITIONS:** Policyholders agree and understand that this Assignment is irrevocable. Policyholders expressly acknowledge that it is Policyholders' intent to assign Policyholders' insurance policy rights and benefits under the Claims to the Contractor as explained above. Policyholders agree and understand that this irrevocable Assignment is unconditional and effective immediately upon execution of this document, and that no further action needs to be taken to make it valid, enforceable, or binding upon Policyholders and Policyholders' insurance company.
4. **COOPERATION:** Policyholders shall cooperate fully with Contractor's efforts to collect policy benefits and Policyholders agree to execute any and all documents presented by Contractor to Policyholder, which are reasonably required for the prosecution of Contractor's claims against Policyholders' insurance company and/or its agents with respect to the assigned rights.
5. **DIRECTION OF PAY:** Policyholders hereby authorize and instruct all insurance carriers who may be liable to Policyholders for this loss in whole or in part to pay directly to Contractor the amounts due or to become due in connection with the work Contractor has been authorized to perform, and to deliver said payments directly and exclusively to Contractor within fifteen (15) calendar days of the invoice.
6. **INFORMATION RELEASE & AUTHORIZATION:** Policyholders hereby irrevocably authorize and direct Policyholders' insurance company to immediately email to Contractor a complete certified copy of the policy (including declarations, policy provisions, and endorsements), all information and documentation regarding the Claims, including status reports, letters, emails, estimates, competitive bids, and correspondence from consultants and independent adjusters engaged by the insurance company, to "cc:" Contractor on all such future correspondence, and to immediately provide all other information that Contractor or its representatives may reasonably request. In this regard, the Policyholders knowingly and voluntarily waive their right of privacy.
7. **CONSIDERATION:** This Assignment is made in consideration for Contractor's agreement to perform services and to do so without immediate full payment from Policyholders upon completion of services. Policyholders acknowledge the sufficiency of this consideration.
8. **NO RELEASE:** The Policyholders remain primarily and ultimately responsible for payment. This Assignment does not relieve Policyholders from the duty to compensate Contractor for any amount due to Contractor that was not paid by insurance, including the cost of the work, deductibles, betterments, depreciation and other amounts not paid by insurance, all of which are ultimately Policyholders' responsibility.

POLICYHOLDER (or Agent Thereof)		
<p>X Name: (Print) KAREN MACEDONIO</p>	<p>Signature:</p>	<p>Date:</p>
CONTRACTOR		
<p>X Name: (Print)</p>	<p>Signature:</p>	<p>Date:</p>
<p>Company representing: Burns Environmental Services</p>		<p>Title: Project Manager</p>

Meeting from 11/16/21: Video Recording of Meeting

<https://www.ekhcd.org/files/9a8097e23/November+16%2C+2021+Special+Board+Meeting.mp4>

Conversation from (00:14:17 - 1:23:15) re: Community Engagement (Bang The Table and post-discussion)

Vision and Mission (1:24:00 - 1:34:35)

K. Macedonio:

Vision and Mission: 2 Layers (1:25:00 - 1:34:35)

- o Personal-do we have Vision and Mission in our personal lives?
- o How do we take diverse visions and missions and weave them together into an organizational fabric that we can have direction
- o Vision: What does my ideal world or community look like, and how am I willing to commit to bring my vision into reality?
- o Mission: What are we going to do, to make our Vision reality?

Mission:

- o Needs to be unique to EKHCD
- o Has to be short
- o Must be actionable
- o Focused on the need of the people we serve

Objectives:

- o Build a database

Goals

Action Plan

From the 11/16/21 Packet:

Discussion Item# 6 (c)



Current- "Our mission is to expend financial resources to the residents of the District satisfy their healthcare needs."

Mission

EKHCD Mission Statement (Working)

"Utilizing resources to improve wellness in our communities"

What we mean by "improving wellness" - through resiliency

What does "utilizing resources" - money, time, volunteers, grants

What we mean by "communities"

- Resiliency - (def.) Even with limited resources, this is us saying that we will always meet challenges and seek resources to move forward.

FINAL

VERSION 11/10/2021

Meeting from 12/21/21: Video Recording of Meeting

Conversation from 27:15 - 48:25 re: Mission and Vision

<https://www.ekhcd.org/files/cd8cf0de0/EKHCD+Special+Meeting+12.22.21.mp4>

Conversation concluded with Directors considering Mission Statement and would communicate ideas in email.

K. Macedonio: "Supporting hope, well-being, and resiliency" (28:50 - 32:18)

L. Peralta: "Seeking resolutions for the health of the community" (33:25 - 34:48)

R. Foley comments re: how to get ideas in for the Mission statement (39:32-40:15)

K. Macedonio: Resuming discussion at 1/04/22 meeting, possibly doing a live poll during a meeting (40:15 - 44:15)

From the 12/21/21 Packet, page 23:

Source: Simon Jacobsen

MISSION STATEMENT VS VISION STATEMENT

We need to know our goal. The first step in any successful and efficient organization is establishing a Mission and a Vision statement. No business can succeed without it. No organization can function effectively without it. To be successful we need to have focus.

EKHCD is here for a purpose. When we have purpose, we can deal with any challenges. Our purpose requires us to have a Mission and a Vision Statement. Our Vision Statement and our Mission Statement will help us to develop responsibility and accountability for our choices.

EKHCD needs:

- Vision
- Mission
- Objectives
- Goals
- Action Plans

All our skills, our emotions, our intelligence are part of the tools we need to accomplish our mission and reach our vision.

What is the Vision of EKHCD?

- Where do we see our future world because of our actions?
- Start small – we are looking for the hub.
- Collectively, from a perspective of health, what is our vision of what Cal City should look like?
- As we search for the hub who we are will start to become visible.
- When our vision is well formed and clear, others can see how they can support and contribute to our vision.
- There is a price required if we want to reach our vision – the price is commitment to the vision.
- Every step we take will create a ripple effect in our community.

What is the Mission of EKHCD?

Everything we do, every choice we make, must be directed toward and support our mission.

Requirements for a Mission Statement:

- Unique to EKHCD
- Short and focused
- It must be actionable
- Our Mission is always focused on the needs of the people we serve

Meeting from 5/19/21: Audio Recording of Meeting

https://www.ekhcd.org/files/a8ab2a354/GMT20210519-235434_Recording.m4a

Brent Ives of BHI Consulting

Timestamp for discussion is 23:00 - 1:43:45 (long, suggest directors review)

PDF of Powerpoint Presentation that drove this discussion is included in Packet

from page 17 of 5/19/21 packet:

AGENDA SUPPORTING INFORMATION

AGENDA #9

SUBJECT: Discussion and direction regarding the mission, vision and direction of the East Kern Health Care District

SUBMITTED BY: David Aranda, BHI Consultant

PRESENTED BY: Brent Ives, BHI President

MEETING DATE: Special Projects Meeting: May 19, 2021

BACKGROUND: We are finally in a position, to start getting to the most important aspect of our roles, who we are, why we are here and what can do for the community.

We have attached the current Mission statement and I want to pass along to each Director what a conversation with Dillion, Legislative Director for CSDA has to say about Health Care Districts that do not operate hospitals.

"The District must show a public benefit other than being a landlord".

I believe all Directors are in agreement with at and so Brent Ives will lead all of us through the process of getting to a place that the District can shine as a leader in health issues for the Eastern Kern County area.

RECOMMENDATION:

Let's all get involved!

EKHCD Looking Forward

Presented by: Brent Ives/David Aranda
BHI Management Consulting
East Kern Health Care District
May 19, 2021

Who am I?

- INTRODUCTION(s)
 - Brent Ives, BHI Management Consulting
 - Organizational consultant to Special Districts (15 years)
 - 25 years engineering manager at LLNL
 - USF - Organizational Development
 - 23 years on Tracy City Council (last 8 years as elected Mayor), 8 local and regional Boards/Commissions
 - Strategic Planning - Supervisor training – Board Dynamics – Board/manager Interactions – Executive Recruiting – many many workshops, etc.

PLEASE STOP ME AT ANY TIME WITH QUESTIONS!

Board Best Practices

Session #1 – Clarifying Mission

- The intention of this forward looking workshop is to, within your role, and take a hard look, and potentially draft a change to your Mission Statement.
- The secondary deliverable tonight is round one on your collective 5-year vision in support of your Mission.
- Once we have each made a statement about the future of the District, we'll let that soak and prepare for the second primarily Vision session in 3-4 weeks.

Linkages in Strategic Planning

MISSION STATEMENT →

VISION →

BOARD (WHAT) CORE VALUES(reflection) →

Strategic Elements →

Strategic Implementation →

STAFF (HOW)

5-year Workplan

Board Best Practice

“Mission”

- **The MISSION is why the agency exists!**
- Develop the Mission with purpose, it should be the prevailing driver for your agency and focus of the Board
- Take the Mission seriously
- Make the Mission THE focus of your decision making
- Integrate it to daily life of the agency
- Link everything the District does and every decision that is made to the Mission
- Focusing on the Mission with every action, every decision and every plan, promotes good governance and right decision making

Example Missions

- *“Advancing Community Wellness”*
- *“To achieve optimal health at all stages of life for all District residents”*
- *“As stewards of the public trust, your XXX Healthcare District will preserve and protect those resources entrusted to its care.”*
- *“The District's primary mission is to provide the highest quality health care services through Patterson Ambulance and XYZ Center, while expanding the healthcare availability to the citizens of the XYZ Health Care District.”*

Example Missions and yours

- *“Advancing Community Wellness”*
- *“To achieve optimal health at all stages of life for all District residents”*
- *“As stewards of the public trust, your XXX Healthcare District will preserve and protect those resources entrusted to its care.”*
- *“The District's primary mission is to provide the highest quality health care services through Patterson Ambulance and XYZ Center, while expanding the healthcare availability to the citizens of the XYZ Health Care District.”*
- *“Our mission is to expend financial resources to help residents of the District satisfy their healthcare needs.”*

Draft EKHCD Mission

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Mission Edits??

EKHCD Mission Statement -

Draft 5/19/21 - “Advancing wellness and resiliency for our District”

Wellness -

Resiliency -

Guide/educate/inform/connect – inter-connect...a single point of information -

Current - “Our mission is to expend financial resources to help residents of the District satisfy their healthcare needs.”

Vision Statement

(Where you'd like to be in the future)

- Describes the future;
 - Where are we going?, or
 - How we would like to describe ourselves in five years?, or
 - What we'd like to say in a “State of the District” address in the year 2026?
 - Where do we want to go or what do we need to do that we are not doing currently?
- The Vision drives the Mission forward
- The Vision demands strategy and action!

First-cut Vision Thoughts

- Have the ability to communicate with all of our residents within a few seconds. (telephone... robo-calls... grants)
- Determine how to communicate with our residents.
- Improve access, improve scope to services... what's available, what's out there.
- Offer inter-generational educational programs (grants available now, provide locations)
- Ambulance services? collaborating efforts?
- Mobile urgent care? Collaboration with strategic partners
- Staff development
- More next time... Wednesday, June 9th is proposed...

Path Forward

- Use this input to prepare for next strategic session in June
- This is a great start for long-term planning
- In a few weeks we return to conduct Workshop #2 for Vision.

