



## **SPECIAL MEETING AGENDA**

**EAST KERN HEALTH CARE DISTRICT BOARD OF DIRECTORS  
9300 N LOOP BLVD, CALIFORNIA CITY, CA 93505**

*Mission Statement: "Building health, well-being, and resiliency".*

**May 16, 2023 5:00 pm (Hybrid meeting)**

A Quorum of the Board will be present in person

**Participate in the meeting via Zoom by clicking on the link below:**

<https://us02web.zoom.us/j/87972736163?pwd=d3l4Y0VYRGVZSG5mME9lbHovaWFLdz09>

**Meeting ID: 879 7273 6163**

**Passcode: 012923**

If you wish to access the meeting by telephone, please dial  
1 669 900 6833 US (San Jose), enter the meeting ID, and then press # (pound).

Public comments may be made through teleconference when prompted by the Chair during the public comment period. Public comments may also be provided by emailing [eastkernhealthcaredistrict@gmail.com](mailto: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](mailto:eastkernhealthcaredistrict@gmail.com)

### **PLEDGE OF ALLEGIANCE / INVOCATION**

### **ROLL CALL**

### **CALL TO ORDER**

### **APPROVAL OF AGENDA**

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_

**Action** \_\_\_\_\_

### **PUBLIC COMMENT**

Members of the public are welcome to address the Board on any matter not on the Agenda and over which the Board has jurisdiction. If you wish to speak, please state your name for the record, and limit your comments to three (3) minutes.

### **PUBLIC PRESENTATIONS/COMMUNITY ANNOUNCEMENTS**

**CONSENT CALENDAR**

**CC1: Approve warrants**

Page 4

A. Vendor checks

**CC2: Approval of Minutes**

Pages 5-8

A. Minutes from 05/08/23 Special Meeting

**APPROVAL OF CONSENT CALENDAR**

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_

**Action** \_\_\_\_\_

**CONTINUING BUSINESS**

Pages 9-69

**CB1: REVIEW REVISED DRAFT OF RFP FOR SHADE COVER AT 9350 N LOOP AND PATHWAY TO EAST OF 9300 N LOOP BUILDING**

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_

**Action** \_\_\_\_\_

**NEW BUSINESS**

**NB1: APPROVE PROFESSIONAL SERVICE AGREEMENT BETWEEN EAST KERN HEALTH CARE DISTRICT AND ALESHIRE & WYNDER**

Pages 70-77

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_

**Action** \_\_\_\_\_

**NB2: APPROVE ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN EAST KERN HEALTH CARE DISTRICT AND JOSELITO LACSON, DESIGNER**

Pages 78-79

Construction management proposal for N Loop Properties

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_

**Action** \_\_\_\_\_

**NB3: RESOLUTION MAKING APPLICATION TO LOCAL AGENCY FORMATION COMMISSION LAFCo, COUNTY OF KERN, STATE OF CALIFORNIA, FOR A CHANGE IN ORGANIZATION OF TERRITORY CONSISTING OF AN ANNEXATION, RESULTING IN A NEW DISTRICT AREA**

Pages 80-87

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_

**Action** \_\_\_\_\_

## CLOSED SESSION

### **CS1: CLOSED SESSION (CONTINUED FROM 5/08/23 MEETING):**

Conference with Real Property Negotiations (Government Code § 54956.8)

Property: 9300 N Loop Suites A and B

Agency Negotiation: District Counsel Alex Lemieux

Negotiating Parties: Bartz-Altadonna Community Health Center

Under Negotiation: Price and terms

### **REPORT OUT OF CLOSED SESSION**

A. Lemieux - District Council

## DISTRICT UPDATES

### **PRESIDENT’S COMMENTS - K. Macedonio**

Status update: Booth, safe Haven Kid’s League Senior Event, June 10, 2023

### **STAFF UPDATES**

### **FACILITIES UPDATE - R. Macedonio**

## FUTURE AGENDA ITEMS

## DIRECTOR COMMENTS, AB 1234

## ADJOURNMENT

Motion \_\_\_\_\_ Second \_\_\_\_\_

Action \_\_\_\_\_

### **Next Regular Meeting: 06/06/23 (Hybrid meeting)**

9300 N Loop Blvd, California City, CA 93505 (and via Zoom), 5:00 pm

**“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:**

**Agenda posted by:**

DATE: May 16, 2023

VENDOR PAYMENT LIST

Board approval \_\_\_\_\_

VENDOR	MEMO LINE	AMOUNT
Aleshire & Wynder, LLP	2023 – 0401 to 0430	\$1200.00
Bags4Kids	2023-24 Local Business Listing	\$30.00
Frontier	2023 – 0428 to 0527	\$181.81
Lacson, Joselito - Designer	Contract 07-12-2022 Construction Administration, \$10 hours	\$1250.00
Mojave Desert News	June 15, 2023 Health Care Edition banner ad 10x2	\$92.00
Spectrum Business/Time Warner Cable	2023 – 0501 to 0531 127902701, 9300 N Loop, \$144.98 212948401, 8101 Bay Ave, 257.96	\$402.94
		<b>6 CHECKS</b>
		<b>TOTAL \$3156.75</b>



**SUMMARY OF PROCEEDINGS**  
**BOARD OF DIRECTORS - EAST KERN HEALTH CARE DISTRICT**  
**9300N LOOP BLVD, CALIFORNIA CITY, CA 93504 (Hybrid)**  
**SPECIAL MEETING**

**May 08, 2023, 3:00pm**

*"Building health, well-being, and resiliency."*

**1. Pledge of Allegiance led by R. Macedonio**

**2. Roll Call - Directors**

**DIRECTORS PRESENT:**

R Macedonio, L Peralta, K Macedonio

**DIRECTORS ABSENT:**

L Patrick , R Foley, (on official leave)

**3. Meeting called to order**

03:13:00

**4. Approval of Agenda**

03:15:00

L. Peralta, R Macedonio

3 - 0, 2 Absent

3 Ayes, R Macedonio, L Peralta, K Macedonio

2 Absent

L Patrick (unexcused)

R Foley (excused)

**5. Public Comment - None**

03:16:30

**6. Consent Calendar**

03:17:00

All items on the Consent Calendar are considered routine, non-controversial and will be approved by (1) motion if no Director, Staff, or public member wish to comment or ask questions. Public comments are limited to (3) minutes. Roll call vote required.

**CC1-A: Approve Vendor Checks**

(\$9,992.39)

**CC1-B: ACH Payments**

(\$60.00)

**CC1-C: Approve Debit card payments**

(\$700.59)

**CC2: Approval of Minutes from 03/21/23 meeting**

**Approval of Consent Calendar**

003:24:00

**R Macedonio, L Peralta**

3 - 0, 2 Absent

3 Ayes, R Macedonio, L Peralta, K Macedonio

2 Absent

L Patrick (unexcused)

R Foley (excused)

**7. Continuing Business**

**CB1: Discussion and direction for RFP for shade cover at 9350 N Loop and pathway to east of 9300 n loop building**

03:24:39

A Lemieux will review the RFP and report back to the board a the next meeting

**CB2: Approve legal letters from Nigro and Nigro**

03:23:37

**L Peralta, R Macedonio**

3 - 0, 2 Absent

3 Ayes, R Macedonio, L Peralta, K Macedonio

2 Absent

L Patrick (unexcused)

R Foley (excused)

**CB3: Current Brown Act requirements for Directors attendance**

03:31:31

Discussion Only - No action taken

**8. New Business**

**NB1: Approval of contract for part time clerical personnel**

03:50:13

**L. Peralta, R Macedonio**

3 - 0, 2 Absent

3 Ayes, R Macedonio, L Peralta, K Macedonio

2 Absent

L Patrick (unexcused)

R Foley (excused)

**NB2: Approval of EKHCD Participation at Safe Haven Kids League Senior's Event, June 10, 2023 1 - 5pm**

03:52:36

**R Macedonio, L Peralta**

3 - 0, 2 Absent

3 Ayes, R Macedonio, L Peralta, K Macedonio

2 Absent

L Patrick (unexcused)

R Foley (excused)

**NB3: Approval of Professional Service Contracts**

03:59:20

A. Joselito Lacson - Additional 25 hours to Bay Ave project

B. Luciano Miranda - Landscaping/gardening for N Loop and Bay Ave

**R Macedonio, L Peralta**

3 - 0, 2 Absent

3 Ayes, R Macedonio, L Peralta, K Macedonio

2 Absent

L Patrick (unexcused)

R Foley (excused)

**9. CS1: CLOSED SESSION:**

04:05:20

Conference with Real Property Negotiations (Government Code § 54956.8)

Property: 9300 N Loop Suite \_\_\_\_\_

Agency Negotiation: District Counsel Alex Lemieux

Negotiating Parties: Bartz-Altadonna Community Health Center

Under Negotiation: Price and terms

**Report out of open session - A Lemieux**

04:25:00

*"The Board met in closed session pursuant to Government Code section 54956.8, Conference with Real Property Negotiator, concerning the property located at 9300 N Loop Blvd, suites A and B.*

*The agency negotiator is (myself) the District council, Alex Lemieux, negotiating counter-party is Bartzx-Altadonna Community Health Center. Under negotiation is price and terms of a possible new lease. The board did not take any reportable action.*

*I'm also reporting that one of the board members had to leave suddenly after falling ill, so the board has lost is quorum, so we are going to have to immediately adjourn... we are going to adjourn the meeting at this time, based on a loss of quorum."*

**12. Adjournment**

04:27:00

Meeting was adjourned by District Council based on loss of quorum during closed session.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

SIGNED:

\_\_\_\_\_  
K. Macedonio, President

\_\_\_\_\_  
L. Peralta, Secretary

SEAL



## **NOTICE INVITING INFORMAL BIDS**

Notice is hereby given that the governing board ("Board") of the East Kern Health Care District ("District") will receive sealed bids for the following project, **Covered Porch Addition and Site Improvements**. The Project consists of all labor, materials equipment and services necessary to provide an outdoor covered porch, foundation work and concrete walkway as described in attached scope of work. This project is anticipated to start on approximately June 26, 2023 and is anticipated to have a duration of eighty (80) calendar days for completion. Contract Documents are available as of May 08, 2023, for review at the District Office located at 8101 Bay Ave., California City, CA 93505, via email request at [joselitomlacson@gmail.com](mailto:joselitomlacson@gmail.com).

Sealed Bids will be received **June 6, 2023 at 2:00 P.M.**, via personal delivery or United States Postal Service mailing to the District's Office, at or after which time the bids will be opened and publicly read aloud. All bids shall be on the form provided by the District and must be responsive.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: B, C-8 & C-10 The Bidder's registration and license(s) must remain active and in good standing throughout the term of the Contract.

**A MANDATORY SITE VISIT IS REQUIRED FOR THIS PROJECT AND IS SCHEDULED FOR FRIDAY, MAY 26, 2023 AT 10:30 A.M.**

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

*[check only one]*

- (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- (b) The lowest bid shall be the lowest total of the combined bid prices on the base contract and alternates [specify].
- (c) The lowest bid shall be the lowest total of the bid prices on the base contract and alternates \_\_\_\_\_, taken in order, up to a maximum amount to be publicly disclosed before the first bid is opened.
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.
- (e) Not applicable to this project, as no alternates are requested.

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

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

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

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

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

**END OF DOCUMENT**

## INSTRUCTIONS TO BIDDERS

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

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
OWNER: East Kern Health Care District**

1. Preparation of Bid Form.

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

2. Form and Delivery of Bids.

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

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

3. Bid Security.

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

4. Signature.

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

5. Modifications.

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

6. Erasures, Inconsistent, or Illegible Bids.

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

7. Examination of Site and Contract Documents.

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

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

8. Withdrawal of Bids.

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

9. Agreement and Bonds.

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

10. Interpretation of Contract Documents.

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

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

11. Bidders Interested in More Than One Bid.

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

12. Award of Contract.

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

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

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

13. Alternatives.

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

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

[check one]

Discretionary Prequalification is not required to bid on this project.

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

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

[check one]

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

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

16. Competency of Bidders.

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

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

17. Listing Subcontractors.

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

18. Workers' Compensation.

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

19. Contractor's License.

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

20. Anti-Discrimination.

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

21. Hold Harmless.

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

22. Substitutions.

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

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



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

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

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

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

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

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

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

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

### 23. Surety Qualifications.

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

Payment and/or performance bonds executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating (A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

24. Liquidated Damages.

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

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

25. Drug-Free Workplace Certification.

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

26. Non-Collusion Declaration.

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

27. Implementation of Disabled Veteran Business Enterprises Requirements.

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

28. Asbestos and Lead-Based Paint Certification.

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

29. Fingerprinting Requirements.

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

30. California Products.

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

31. Contractor License and DIR Registration Required.

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

32. Post-Bid Credits.

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

33. Contents of Bid.

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

34. Bid Protests.

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

- (a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- (c) Each protest shall contain the following:
  - (i) Identification by name, address, and telephone number of the protesting person(s), company and/or organization and identification of the project to which the protest pertains.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**END OF DOCUMENT**

**BID FORM**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements at 9350 N Loop Blvd., California City CA 93505 (EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

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

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

**PROJECT TITLE/BID#:New Covered Porch Addition and Site Improvements at 9350 N Loop Blvd., California City CA 93505 (EKHCD#2023.100),**

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

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

**Additional Detail Regarding Calculation of Base Bid**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Signer \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**END OF DOCUMENT**

**BID BOND**

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

**PROJECT TITLE/BID #: New Marquee Sign at Westpark Elementary School (FM#2987.0500)  
OWNER: Southern Kern Unified School District**

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

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

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

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

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

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

DATED:

PRINCIPAL

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

Title:

DATED:

SURETY

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

Title:

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

**END OF DOCUMENT**

**REGISTERED SUBCONTRACTORS LIST**

(LABOR CODE 1771.1)  
TO BE SUBMITTED WITH BID

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

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

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

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

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

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

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

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

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

F. Attach additional sheets, as necessary.



**NON-COLLUSION DECLARATION**

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

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

The undersigned declares:

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

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

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

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

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

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

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

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

**END OF DOCUMENT**

**CONSTRUCTION AGREEMENT  
[Small Projects]**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

1. Project. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of the New Covered Porch Addition and Site Improvements ("Project").

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

2. Time for Performance. CONTRACTOR shall commence work on the Project on the date stated in the OWNER's Notice to Proceed and shall complete the Project within eighty (80) calendar days after that. Time is of the essence in this Agreement.

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

4. Payments.

A. Duration of Contract: Eighty (80) calendar days.

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

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

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

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

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

C. **Progress payments shall be as follows:**

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

D. **RETENTION:**

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

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

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

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et



seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

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

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

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

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

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

A. The following documents are submitted with the bond:

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

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

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

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

8. Changes and Extra Work. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the

form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

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

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

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

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

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

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

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

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

CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

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

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

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

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

14. Assignment. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or

CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

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

16. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

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

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

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

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

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

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

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

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this

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

23. Contractor's License and DIR Registration. In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov//dlse/dlsePublicWorks.html>.

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

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

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

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

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

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

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

25. Claims.

A. Public works claims of \$375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of

money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

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

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

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

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

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

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

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

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

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

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

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

26. Fingerprinting Workers.

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

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

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

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

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

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

ACCEPTED AND AGREED on the date indicated below:

DATED:

OWNER

\*By:  
Title:  
Address:

DATED:

CONTRACTOR

By:  
Title:  
Address:

Contractor's License No.

Contractor's DIR Registration No.

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

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



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**Information regarding Contractor:**

Type of Business Entity:

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

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

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

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

## **TERMS AND CONDITIONS TO AGREEMENT**

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

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

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

18. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
19. **ACCESS TO WORK:** District representatives and Project Manager shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
22. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
23. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
24. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
25. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates

for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 25.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
  - 25.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
  - 25.3 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
  27. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
  28. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
  29. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
  30. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the

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

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

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**Public Contract Code section 9204**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Public Contract Code sections 20104 – 20104.6**

**§ 20104.**

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

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

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

#### **§ 20104.4.**

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

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

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

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

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

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

**§ 20104.6.**

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

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

**END OF DOCUMENT**

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

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

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the East Kern Health Care District (referred to as "Owner"), has awarded to \_\_\_\_\_ (referred to as "Contractor/Principal") a contract for the work described as follows: New Covered Porch Addition and Site Improvements.

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

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

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

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

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

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

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

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

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

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

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

Any claims under this bond may be addressed to:

Name and address of Surety:

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

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

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

[SEAL]

CONTRACTOR/PRINCIPAL

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

Type or Print Name Above

Type of Print Title Above

SURETY

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

Type or Print Name Above

Type of Print Title Above

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

**END OF DOCUMENT**



**PAYMENT BOND**

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

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

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the East Kern Health Care District, (referred to as "Owner"), has awarded to \_\_\_\_\_ (referred to as the "Contractor/ Principal") a contract for the work described as follows: New Covered Porch Addition and Site Improvements.

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

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

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

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

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

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

Any claims under this bond may be addressed to:

Name & address of Surety

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

Telephone # of Surety, or agent or representative in California

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

**[SEAL]**

Contractor/Principal

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

Print Name Above

Print Title Above

Surety:

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

Print Name Above

Print Title Above

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

**END OF DOCUMENT**

## **SPECIAL CONDITIONS**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

### **1. Mitigation Measures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**END OF DOCUMENT**

**WORKERS' COMPENSATION CERTIFICATE**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

Labor Code Section 3700 provides:

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

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

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

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

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

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

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

**END OF DOCUMENT**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

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

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

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

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

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

**END OF DOCUMENT**



## **DRUG-FREE WORKPLACE CERTIFICATION**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

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

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

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

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

agree to abide by the terms of that statement.

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

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

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

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

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

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

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

**END OF DOCUMENT**

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

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

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

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

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

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

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

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

**END OF DOCUMENT**

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

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

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

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

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

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

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

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

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

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

**END OF DOCUMENT**

**FINGERPRINTING CERTIFICATION**

**PROJECT TITLE/BID #: New Covered Porch Addition and Site Improvements  
(EKHCD#2023.100)**

**OWNER: East Kern Health Care District**

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

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

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

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

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

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

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

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

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is written to set out and confirm the retention of Aleshire & Wynder, LLP, a California limited liability partnership ("Law Firm"), to provide legal representation to the **East Kern Health Care District** and its related entities ("Client" or "you") in connection with certain legal services requested by Client as specified herein.

### 1. PURPOSE.

This Agreement sets forth the terms and conditions under which the Law Firm will provide legal services to Client, effective June 1, 2023 ("Effective Date"). In this regard, please know that California Business and Professions Code §6148 requires a written fee contract between attorneys and their clients to set forth the scope of the legal services which the attorneys have been retained to perform, and the fees which the attorneys will charge to perform those services. When executed by Law Firm and Client, this Agreement will satisfy the requirements of §6148.

### 2. CONSIDERATION AND BILLING.

#### (a) Transactional Services

Client retains Law Firm for legal services related to Law Finn shall advise Client on all transactional matters affecting the Client, including attending all regular meetings of the Board of Directors of the Client ("Board"); attending regular and special meetings of the Board as requested if Counsel does not have a calendar conflict; providing legal advice by telephone or in writing; preparing documents and attending other meetings as requested by the Board or General Manager of the Client. Law Office shall submit a monthly invoice to Client for transactional work. Client shall pay Law Office the sum of Client will pay \$1,236.00 monthly retainer, which anticipates not more than five (5) hours of transactional advice each month. We will bill transactional service in excess of five hours at the rate of not more than \$300.00 per hour.

#### (b) Litigation Services:

Client shall pay for litigation and formal administrative or other adjudicatory matters at the following hourly rates: \$375 for Partners; \$300 for Associate attorneys.

#### (c) Cost of Living Adjustment and Duty to Cooperate

The rates provided in this Agreement will be adjusted annually as measured by the Consumer Price Index for All Urban Consumers ("CPI-U") for the geographic region known as Los Angeles-Long Beach-Anaheim. At the start of the Client's fiscal year in July, 2024 and every July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the CPI-U rounded up to the nearest dollar for the twelve (12) month period published for the most recent month of May and counting backwards as shown by the U.S. Department of Labor provided, however, that such adjustment shall not be

lower than zero percent (0%) nor more than five percent (5%). In addition to the automatic increase, either Law Firm or Client can initiate consideration of a rate increase at any time.

Law Firm will report regularly and keep Client informed of significant developments in matters in which Law Firm is providing legal services. Client agrees to cooperate and keep Law Firm advised of information and developments pertaining to this engagement. Law Firm will provide Client a completed W-9 Form to facilitate tax reporting for payments made by Client to Law Firm under this Agreement. Client agrees to promptly pay the fees, costs and other sums incurred under this Agreement when due.

(d) Expense Reimbursement.

Law Firm also charges for various external costs such as copying (charge of twenty-five cents (\$.25) per page), telephone charges, computerized legal research, cost of producing and reproducing photographs, messenger services, travel, filing fees and other costs relating to retainer, transactional and litigation. Client will reimburse Law Firm for any paralegal or attorney's automobile mileage at the standard rate for business use as announced periodically by the Internal Revenue Service to and from Client's facilities, or other locations as Client business may require, from the paralegal or attorney's residence or office. Invoices for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees. Client shall reimburse Law Firm for reasonable and necessary expenses incurred for third party services. Law Firm shall attempt to obtain Client's prior approval of expenses expected to exceed \$500.00.

(e) Invoices.

Payment is due within thirty (30) days of the date of each invoice. If you wish to question any charge, you agree to do so within twenty (20) days of the invoice date. Please contact the attorney in charge of your matter if you have any questions about any of your invoices.

(f) Claims.

In the event Law Firm, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against District for such damages or other claims solely arising out of or in connection with the work operation or activities of District hereunder, District agrees to pay to Law Firm, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

### **3. REPRESENTATION OF POTENTIALLY ADVERSE INTERESTS.**

(a) The California Rules of Professional Conduct, as promulgated by the California State Bar, require that an attorney receive informed written consent from a client prior to undertaking work where there is a potential for conflicts between existing or future clients (Rule 1.7). The Rules require Law Firm to obtain the informed written consent of current Clients and former Clients before Law Firm represents a Client with an adverse interest.

(b) Client agrees to inform the Law Firm of any conflicts which may arise after execution of this Agreement which Client believes would affect the representation of Client.

(c) Law Firm may have current or future clients which may have interests adverse to Client or Client's related entities, and Law Firm reserves the right to represent such clients in matters not connected to the representation described herein. If a potential conflict of interest arises in Law Firm's representation of two clients, if such conflict is only speculative or minor, Law Firm may seek waivers from each client with regards to such representation. Should an actual conflict occur between Law Firm's clients and Client, Law Firm will attempt to resolve the conflict in a manner that protects its ability to continue concurrent representation of all Law Firm clients. However, that may not be possible or practical under the applicable ethical rules. By signing below, Client represents that it is fully informed regarding the potential conflict of interests between it and existing and future clients of Law Firm, and it waives all rights regarding such conflicts and consents to the Client's representation in this regard. However, if actual conflicts exist that are not waived or are unwaivable, Law Firm would withdraw from representing Client and assist Client in obtaining outside special counsel.

#### **4. TERMINATION.**

Client may discharge Law Firm by written notice effective when received by Law Firm. Unless specifically agreed, Law Firm will provide no further services and advance no further costs on Client's behalf after receipt of the written notice. Notwithstanding the discharge, Client will pay Law Firm reasonable fees for services provided and reimburse Law Firm for costs advanced prior to discharge.

Law Firm may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include with Client's consent, or when Client's conduct renders it unreasonably difficult for Law Firm to carry out the employment effectively. Notwithstanding Law Firm's withdrawal, Client will pay Law Firm all reasonable fees for services provided, and reimburse Law Firm for costs advanced, before the withdrawal.

#### **5. DISCLAIMER OF GUARANTEE.**

During the course of providing these services, Law Firm may express opinions or beliefs about the effectiveness of various courses of actions, but such expressions shall not be construed as promises or guarantees of any result or outcome. Client acknowledges Law Firm has made no promises about the result or outcome, and opinions offered by Law Firm do not constitute a guarantee of any result or outcome.

#### **6. DISPUTES.**

If a dispute between Client and Law Firm arises over fees or other amounts charged to Client for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code sections 6200 through 6206. The arbitrator or arbitration panel will have the authority to award to the prevailing party in such arbitration attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either



side and personal service will not be required. Law Firm is entitled to represent itself on all legal matters and the actual time incurred by members of Law Firm at Law Firm's then current hourly rates as charged to Client for providing services under this Agreement, which rates are mutually deemed reasonable for collection or other purposes.

**7. PROFESSIONAL LIABILITY INSURANCE COVERAGE.**

The Law Firm maintains Professional Liability insurance coverage that would apply to the services to be rendered under this Agreement. The policy limits of Law Firm's errors and omissions insurance coverage are \$3,000,000.00 per claim with a \$3,000,000.00 per aggregate policy term.

**8. COUNTERPARTS.**

This Agreement may be executed in counterparts and by electronic signature. The parties will exchange signature pages. A complete agreement consists of the foregoing text and pages with signatures by both parties. Two original agreements will be prepared upon request.

**9. WAIVER.**

No waiver of a breach or provision of this Agreement shall constitute a waiver of any other breach or provision. The parties' failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

**10. SEVERABILITY AND PARTIAL INVALIDITY**

Should any part, term, portion, or provision of this Agreement be decided to conflict with any law of the United States or the State of California, or otherwise be determined to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

**11. MODIFICATION/ AMENDMENT**

This Agreement may be amended at any time by formal written agreement signed by the authorized representatives of the parties.

## **12. INTEGRATION**

By signing below, Client acknowledges that no oral representations, statements, or inducements, apart from this Agreement, have been made. This Agreement sets forth the entire understanding of the parties and will be governed by the laws of the State of California. The terms of this Agreement are not set by law but are the result of negotiation between the parties. Client has the right to consult with another attorney regarding this Agreement before signing it.

## **13. OWNERSHIP AND INSPECTION OF FILES**

All files, pleadings, reports, exhibits, evidence, and other items generated or gathered in the course of providing services to Client under this Agreement are and shall remain the sole property of Client, and shall be returned to Client upon termination of *this* Agreement or when the matter is concluded, except that Client shall have no right to obtain Attorney work product (as defined by CCP Sec. 2018.010-2018.080) from Law Firm except as otherwise provided by law or to internal accounting records and other documents not reasonably necessary to Client's representation, subject to Law Firm's right to make copies of any files withdrawn by Client. Once Client's matter is concluded, Law Firm will close the file. The physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage, which will be charged to Client. Thus, Law Firm recommends that Client request the return of the file at the conclusion of the matter. Law Firm will otherwise retain and destroy the file consistent with the Client's records retention schedule. Law Firm will work with Client to provide or preserve any documents that may be subject to the California Public Records Act. The provisions of this paragraph shall continue to survive after termination of this Agreement.

## **14. NEGATION OF PARTNERSHIP / STATUS AS INDEPENDENT CONTRACTOR**

In the performance of legal services under this Agreement, Law Firm shall be, and acknowledges that Law Firm is, in fact and under law, an independent contractor and not an agent or employee of the Client. Law Firm has and retains the right to exercise full supervision and control of the manner and methods of providing services to Client under this Agreement.

Law Firm retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Law Firm in the provision of services under this Agreement. With respect to Law Firm's employees, Law Firm shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes (whether federal, state, or local), and compliance with any and all other laws regulating employment.

## **15. LAW FIRM REPRESENTATIONS/ PERFORMANCE/ CONFIDENTIALITY**

Law Firm makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

(a) Law Firm has the expertise, support staff, and facilities necessary to provide the services described in this Agreement.

(b) Law Firm shall diligently provide such legal services as are necessary and assigned by Client in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, will comply with all ethical duties, and will maintain the integrity of the attorney-client relationship. Law Firm shall have the sole discretion to assign or reassign individual attorneys to represent Client.

(c) Law Firm will preserve the attorney-client privilege and attorney work product. Law Firm will not disclose privileged materials or attorney work product except (1) as reasonably necessary to promote Client interests and (2) with the consent of Client.

## **16. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino, Rancho Cucamonga Superior Court, 8303 Haven Avenue, CA 91730. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Riverside.

## **17. NON-ASSIGNABILITY**

Law Firm shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of the District.

## **18. NOTICE**

Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted, and deposited in the US mail addressed to the respective parties as follows:

(i) Notices to Client:

**East Kern Health Care District**

8101 Bay Ave,  
California City, CA 93505  
(760) 373-2804

(ii) Notices to **Aleshire & Wynder, LLP**

2659 Townsgate Road, Suite 226,  
Westlake Village, CA 91361  
(805) 495-4770; Fax: (805) 495-2787

Attn: Keith Lemieux

Service of notice by personal service is deemed to be given as of the date of service. Notices by mail are deemed to have been given two (2) consecutive business days after deposit into the U.S. Postal Service. Either party may, from time to time, by written notice to the other, designate a different address or person to be substituted for that specified above.

## **19. INDEMNIFICATION**

To the fullest extent permitted by law, Law Firm shall indemnify, defend, protect and hold harmless Client, its officials, officers, agents, employees and volunteers (collectively "Indemnities") from and against any loss, injury, damage, claim, lawsuit, judgment, expense, attorneys' fees, or any other cost arising out of or in any way related to the performance of services under this Agreement, to the extent caused in whole or in part by the negligent act or omission, recklessness or willful misconduct of Law Firm, any subcontractor of Law Firm, anyone directly or indirectly employed by Law Firm or subcontractor of Law Firm except where such liability is caused by the sole negligence and willful misconduct of the District.

[Signatures appear on next page]

**ALESHIRE & WYNDER, LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Keith Lemieux, Partner

**East Kern Health Care District  
8101 Bay Ave,  
California City, CA 93505**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Macedonio,  
President of Board of Directors

# JOSELITO M. LACSON, Designer

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29 April 2023

**Ms. Karen Macedonio**  
**Director – East Kern Health Care District**  
8101 Bay Ave.  
California City, CA 93505

Attn Karen:

I am pleased to submit the proposal for the covered porch addition and site improvement construction administration project to be located at 9350 N Loop in California City, CA.

- **Task 2 (Addendum no.2)** – Bidding and Construction Phase Services
  - Assist during bidding phase between owner and contractor
  - Respond to RFI during bid time and construction duration
  - Review contractor's submittals
  - Field visit during construction as requested by owner or contractor
  - Final walk through and punch list at the end of the project
  - Invoice shall be billed to client on a bi-weekly basis (1<sup>st</sup> & 15<sup>th</sup> of every month)

**Fee for (Task 2 – Add#2) - shall be time and material at \$125/ Hr. (Not to exceed 40 hours)**

- Task 2 is estimated at 40 hours. If more hours are required prior to completion of work, Designer shall submit an addendum to this contract for board approval prior to proceeding with any work.

Fee is based on proposed RFP for the covered porch and site improvement project as requested by East Kern Health Care Director Karen Macedonio.

Payments are due within fifteen (15) days of invoice date. After thirty days, designer may suspend services under this contract until invoice is paid in full.

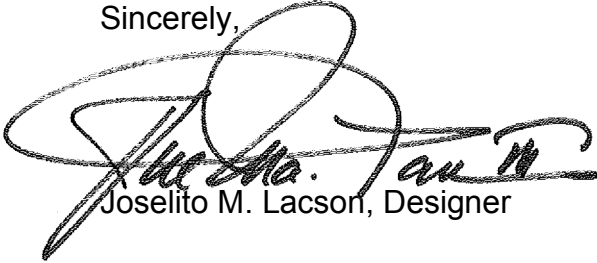
# JOSELITO M. LACSON, Designer

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Upon your approval, please return a signed copy of this proposal.

I look forward to doing business with you.

Sincerely,



Joselito M. Lacson, Designer

Accepted and acknowledged:

\_\_\_\_\_  
Client

\_\_\_\_\_  
Print and sign

\_\_\_\_\_  
Date

KERN LOCAL AGENCY FORMATION COMMISSION  
Application for Annexations, Detachments and Reorganizations



(Attach additional sheets as necessary)

Application Type: check all that apply

- Annexation   
  Consolidation   
  Detachment   
  Dissolution   
  Formation  
 Incorporation   
  Merger   
  Name Change   
  Reorganization   
  Subsidiary District

1.	<u>Type of Application:</u> <input type="checkbox"/> Local Agency ( <i>resolution</i> ) <input type="checkbox"/> Land Owner ( <i>petition</i> ) <input type="checkbox"/> Registered Voter ( <i>petition</i> ) <input type="checkbox"/> Other
2.	<u>Name of Application:</u> (The name should match the title on the map and legal description) A. List the reference name that identifies the subject agency and type of reorganization: <i>e.g. Annexation No. XX. If more than one agency involved, include all agencies with corresponding reorganization reference: e.g. Agency Name 1: Annexation No. XX, Agency Name 2: detachment X, etc...</i>  B. List all proposed service and boundary changes for this application:
3.	<u>Nature of proposal:</u> (Why is this proposal being filed?)
4.	<u>Describe the acreage and general location:</u> (description will be used on notices and publications) A. Number of proposed areas (acres of each area) & (total acreage):  B. Describe the general location; (include streets, direction, postal address if available, and Accessor Parcel Number/s)
5.	<u>Land Use - Present and Future:</u> A. Describe the <u>current</u> physical land use of the proposed area? E.G. vacant, residential, agriculture, etc.  B. Describe any <u>planned development</u> that would result from or be facilitated by this proposed boundary change.  C. Describe the <u>current physical land use</u> of the area <u>surrounding</u> the proposal: E.G. vacant, residential, commercial, industrial, agriculture, etc.
6.	<u>Zoning - Present and Future:</u> A. List the existing County/City zoning land use designation/s.



B. List and attach adopted pre-zoning. (CITIES ONLY - mark attachment 6B)

7. Conformity with County and City General Plans:

A. List the existing County General Plan designation/s for the proposal area.

B. List the City general plan designation for the area (CITIES ONLY).

C. Do the proposed uses conform with the above listed plans?  YES  NO  
If "NO"; please explain:

8. Criteria for Determination without Notice and Hearing (Gov. Code § 56662)

A. Is the affected area uninhabited territory?  YES  NO

"Uninhabited territory" means territory within which there reside fewer than 12 registered voters. Gov. Code §56079.5  
Provide any notations indicating possible voters. (LAFCo will verify registered voters with most current election data)

B.- PETITION

Is the petition signed by all of the owners of land within the affected territory?

OR  YES  NO

C.- RESOLUTION Do all (100%) of the Land Owner/s consent to the reorganization?

YES  NO

If "YES"; attach letter/s of consent for each land owner (include land owner name, Assessor Parcel Number/s) or any additional documents that would be satisfactory to the commission, that all the owners of land within the affected territory have given their written consent to the proposal. Label the attachment/s 8C-1, 8C-2, etc.

D. Is the affected area uninhabited territory?  YES  NO

"Uninhabited territory" means territory within which there reside fewer than 12 registered voters. Gov. Code §56079.5  
Provide any notations indicating possible voters. (LAFCo will verify registered voters with most current election data)

9. Conformity with Spheres of influence:

Is the proposal area within the sphere of influence of the annexing agency?

YES  NO

If "NO"; include a proposal to amend the agency's sphere of influence.

Provide the following:

- (1) agency resolution/petition
- (2) sphere of influence amendment application
- (3) sphere of influence amendment map.

10. Impact on Agriculture:

A. Is the affected property "Agricultural Lands" as defined in Gov. Code §56016?

1) Is the affected property currently producing a commercial agricultural commodity?

		<input type="radio"/> YES		<input type="radio"/> NO
2)	Is the affected property fallow under a crop rotational program?	<input type="radio"/> YES		<input type="radio"/> NO
3)	Is the affected property enrolled in an agricultural subsidy or set-aside program?	<input type="radio"/> YES		<input type="radio"/> NO
B.	Is the affected property "Prime Agricultural Lands" as defined in Gov. Code §56064?	<input type="radio"/> YES		<input type="radio"/> NO
	If "YES" to any of A or B above; provide an explanation as to the reasoning for possible removal of the property from agriculture status.			
C.	Is any portion of the property within a Land Conservation Act contract? (Williamson Act)	<input type="radio"/> YES		<input type="radio"/> NO
1)	If "YES"; provide the contract number and the date the contract was executed.			
	Contract No.	Contract Date:		
2)	Is "YES"; has a notice of non-renewal been filed?	<input type="radio"/> YES		<input type="radio"/> NO
	Non-renewal filing Date:			
D.	Will the city succeed to the contract pursuant to Section 51243? (CITIES ONLY).	<input type="radio"/> YES		<input type="radio"/> NO
	If "YES"; has County Planning been notified and agree with the modification?			
		<input type="radio"/> YES		<input type="radio"/> NO
	If "YES"; please provide documentation from County Planning regarding any modification agreement.			
11.	<u>Impact on Open Space:</u>			
	Is the affected property Open Space land as defined in Gov. Code §65560(h)(1-6)?			
		<input type="radio"/> YES		<input type="radio"/> NO
	If "YES"; please provide an explanation as to the reasoning for possible removal of the property from open space status.			
12.	<u>Relationship to Regional Housing Goals and Policies:</u> (CITIES ONLY)			
	Will this proposal result in or facilitate a credit/debit towards the City's most recent Regional Housing Need Allocation (RHNA) number provided by Kern Council of Governments?			
		<input type="radio"/> YES		<input type="radio"/> NO
	If "YES"; has County Planning been notified and agree with the allocation modification?			
		<input type="radio"/> YES		<input type="radio"/> NO
	If "YES"; please provide documentation from County Planning regarding any RHNA allocation modification agreement.			
13.	<u>Population:</u>			
	B. Provide the population of residents within the affected area:			
	C. List the number of existing dwelling units within the proposal area:			
	D. Describe the type of existing dwelling units within the proposal area i.e. house, apartment, etc:			
14.	<u>Dependability of Water Supply for Projected Needs &amp; Existing Water Plans:</u>			

A. Will the proposal result in or facilitate an increase in water usage?

YES  NO

If "YES"; please provide the projected amount of increase and identify any resources that would be a factor in the support of the proposal i.e. Master Water Plans, Expansion Plans, etc.

\* If necessitated: attach a statement from the retail water purveyor that describes the timely availability of potable water supplies that will be adequate for the projected needs.

B. Is the proposal area within the boundaries of an Adjudicated Basin as per California

Department of Water Resources (DWR) Bulletin 118?  YES  NO

If "YES"; please provide the name of the Adjudicated Basin?

C. Is the proposal area within the boundaries of an identified Critically Overdraft Basin as per California Department of Water Resources (DWR) Bulletin 118?  YES  NO

If "YES"; please provide the name of the Basin?

D. Is the proposal area within the boundaries of a Groundwater Stainability Area (GSA)?

YES  NO

If "YES"; please provide the name of the Groundwater Stainability Area (GSA)?

E. Is the proposal area within the boundaries of a Groundwater Stainability Plan (GSP)?

YES  NO

If "YES"; please provide the name of the Groundwater Stainability Plan (GSP)?

15. Environmental Impact of the Proposal

A. What type of environmental document has been prepared?

- Notice of Exemption (NOE)  
 Negative Declaration (ND) - Include all Studies and Reports  
 Mitigated Negative Declaration (MND) - Include all Studies and Reports  
 Environmental Impact Report (EIR) - Include Full Report

If necessitated: attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations."

Include a copy of receipt for Fish and Game payment.

B. Who is the "lead agency" for this proposal?

Agency:

Contact Name:

Title:

Address:

City:

State:

Zip Code:

email:

Phone Number:

C. Was LAFCo notified/involved with the CEQA process prior to an environmental document as identified ?

The Lead Agency's decision whether to prepare an ND, MND, or an EIR is binding on all Responsible and Trustee Agencies, except in unusual circumstances (PRC Section 21080.1(a); State CEQA Guidelines Section 15050(c)). Therefore, a Lead Agency is required to consult with and involve all Responsible and Trustee Agencies throughout the CEQA process. First, the Lead Agency must consult with Responsible and Trustee Agencies prior to determining whether a negative declaration or an EIR is required for a project (PRC Section 21080.3(a); State CEQA Guidelines Section 15063(g)). If a Lead Agency determines an EIR is required for a project, the Lead Agency must send a Notice of Preparation to all Responsible and Trustee Agencies, who will then specify to the Lead Agency "the scope and content of the environmental information that is germane to the statutory responsibilities" of that agency in connection with the proposed project and which must be included in the EIR (PRC Section 21080.4; State CEQA Guidelines Section 15082(b)).

16. Property Tax/Bonded Indebtedness

- A.  There will be no exchange of property tax
  - Master property tax exchange agreement should apply. (CITIES ONLY- Provide Letter)
  - Other agreement is to be negotiated.

- B. Will the proposal area assume any existing bonded indebtedness upon annexation?
 

YES  NO

If "YES"; how will the indebtedness be repaid? (e.g. property taxes, special tax, assessments, service fees):

- C. Are their plans to establish any new special taxes, fees, or assessment districts in order to pay for new or extended service(s) to the proposal area?
 

YES  NO

If "YES"; describe which services and status of new funding source(s):

17. Plan for Services

- A. Description of services to be extended to the affected area. (Please use Plan for Services form provided in the application packet) List the services that are to be provided by your agency and provide in detail any services's that your agency is authorized to provide but will be provided by another agency.

- B. Indicate any improvements or upgrading of infrastructure regarding roads, sewers, water, facilities or other conditions that will be a result of the proposal.

- C. What effects, if any, would annexation of this territory have on the existing level of city/district services (i.e. need for additional emergency service personnel or construction of new facilities, etc.)?

- D. How will these services be financed? Include both capital improvements, maintenance and operation?

- E. Are any services currently being provided in the affected area that the planned (proposed) services will now be providing i.e. overlapping services?
 

YES  NO

If "YES"; has the current providing agency/s been contacted and an agreement been reached regarding service delivery between all agencies involved?

YES  NO

If "YES"; please provide a "letter of overlapping agreement" or a "resolution for detachment" of the affected area or a "resolution of dissolution" of a special district, from the current service provider/s board, commission or council.

F. If detachment, indicate any services which will no longer be available to the affected area and who will take over provision of these services.

18. Services Provided by other Public Agencies

A. Are there any Cities or Special Districts whose services will require that they be annexed, detached or dissolved due to your agency providing services?  
(include County Service Areas)  YES  NO

If "YES"; list public agency/ies name, type of service/s in question and specify if annexation, detachment or dissolution is required for each public agency:

B. If "YES" to 9-A; has the public agency/ies been informed of the proposal?  YES  NO

19. Boundaries

A. Why are these particular boundaries being used?

B. Does the proposed boundary create an island, peninsula or curricula? please provide letter of justification?

YES  NO

If "YES"; please provide a letter of justification.

C. Is the affected area adjacent to a Disadvantaged Unincorporated Community?  
 YES  NO

If "YES" and a annexation greater than ten (10) acres is proposed, please answer the following questions:

1) Has an application to annex the DUC been filed in the past five (5) years?

YES  NO

If "YES"; provide date of application:

2) Is there written evidence that a majority of registered voters within the affected territory are opposed to annexation?

YES  NO

If "YES"; attach documentation.

20. Final Comments

A. Describe any conditions that should be included in LAFCo's resolution of approval.

B. Provide any other comments or justifications regarding the proposal.

21. Notices and Staff Reports  
 List up to three persons to receive copies of the LAFCo notice of hearing and staff report.

A.	Name:	email:
	Title:	Phone:
B.	Name:	email:
	Title:	Phone:
C.	Name:	email:
	Title:	Phone:

22. Contact Person  
 Who should be contacted if there are questions about this application?

A.	Name:	email:
	Title:	Phone:

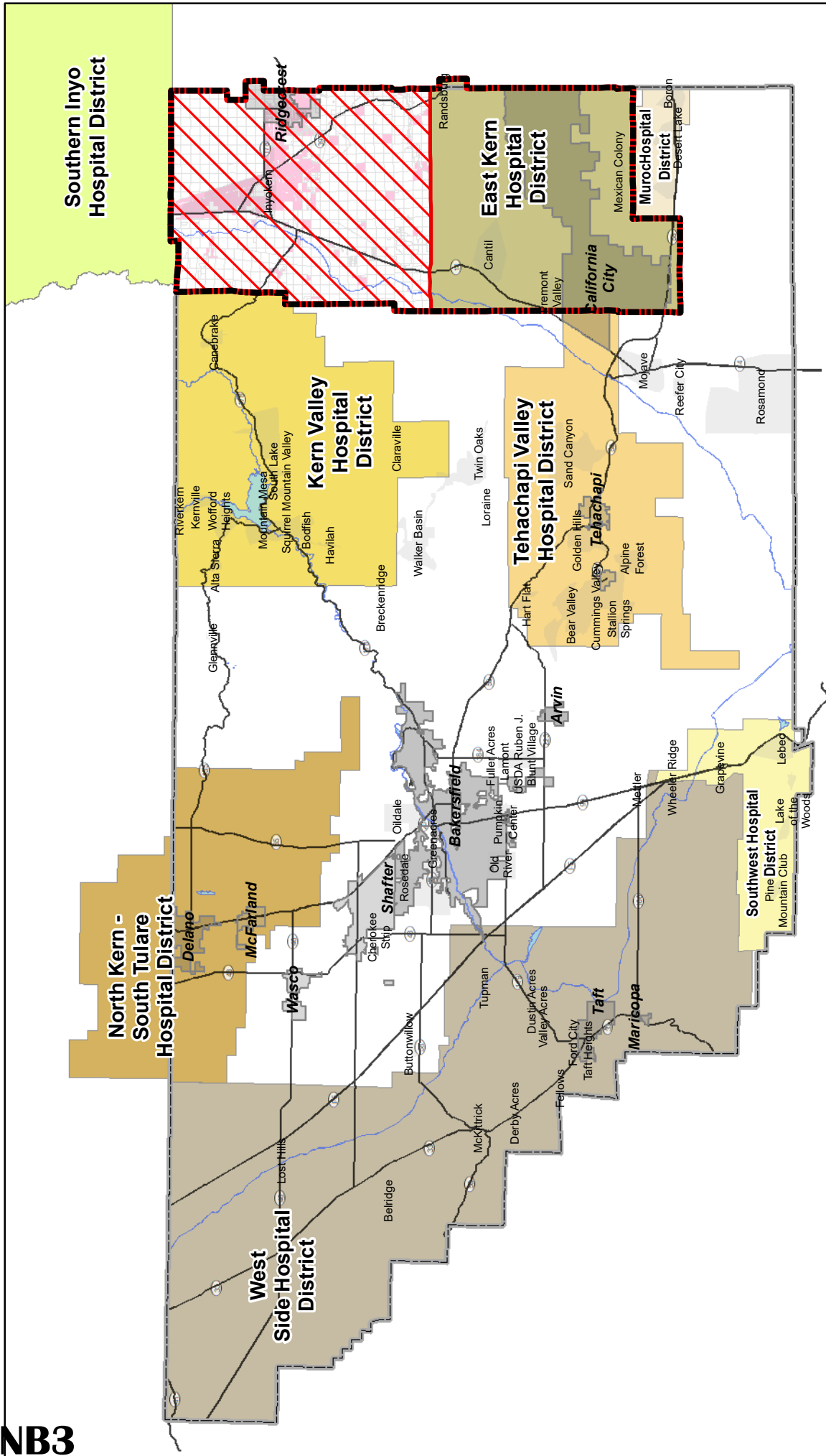
Signature Field: \_\_\_\_\_

**SAVE FORM AS PDF OR PRINT TO PDF AND EMAIL TO:  
deo@kernlafco.org or eo@kernlafco.org**

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LAFCo Internal Use Only

<input type="radio"/> Municipal Service Review on File	<input type="radio"/> Master Tax Agreement on File
<input type="radio"/> Municipal Service Review is Current	<input type="radio"/> Master Tax Agreement is Current
<input type="radio"/> Municipal Service Review Requires Updating	<input type="radio"/> Sphere of Influence Requires Amendment



**Legend**

-  SOI Amendment
-  Annexation Proposed
-  Taxable
-  Non-Tax

Annexation Area - 20,886 parcels

- Taxable
- 19,461 parcels
- 44,715 ac.
- 575,326,744 Land Value
- Non-Tax
- 1,425 parcels
- 334,943 ac.