

East Kern Health Care District

Balance Sheet - unaudited - copy

As of Jun 30, 2026

		TOTAL
Assets		
Current Assets		
Bank Accounts		
1135 Mission Bank Checking		441,760.35
1140 Mision Bank Cancer Fund		25,815.42
1145 Cancer Fund CD		12,050.58
1150 Local Agency Fund		777,146.96
1151 LAIF FMV		892.93
1155 Bank of Sierra		24,623.40
Cash on hand		300.00
Total for Bank Accounts		\$1,282,589.64
Accounts Receivable		
1200 Accounts Receivable		0.00
1201 Taxes Receivable - Kern County		0.00
1290 1290 Allowance for Doubtful Accounts		0.00
Total for Accounts Receivable		\$0.00
Other Current Assets		
1299 Other Receivable		0.00
1400 Interest Receivable		0.00
1410 Taxes Receivable		0.00
1495 Prepaid Unit		2,500.00
1498 Prepaid Expenses		25,339.91
1499 Undeposited Funds		0.00
Inventory Asset		0.00
Uncategorized Asset		0.00
Total for Other Current Assets		\$27,839.91
Total for Current Assets		\$1,310,429.55
Fixed Assets		
1500 Land		178,205.00
1510 Buildings		1,310,740.00
1520 Furniture & Equipment		0.00
1530 Improvements		267,751.00
1549 Construction-In-Progress		264,050.00
1550 Accumulated Depreciation		-888,014.00
Total for Fixed Assets		\$1,132,732.00
Other Assets		
1700 Lease Receivable		78,263.00
Total for Other Assets		\$78,263.00
Total for Assets		\$2,521,424.55

AGENDA ITEM II (a) PAGES 1-17

East Kern Health Care District

Balance Sheet - unaudited - copy

As of Jun 30, 2026

	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0.00
Total for Accounts Payable	\$0.00
Credit Cards	
TMC Bank VISA	0.00
Total for Credit Cards	\$0.00
Other Current Liabilities	
2050 Accrued Expenses	0.00
2110 Deferred Compensation	0.00
2125 Other Current Liabilities	630.00
2126 Accrued Payroll	0.00
2130 2130 Note Payable - Dalffe	0.00
2140 Lease Deposit	150.00
Total for Other Current Liabilities	\$780.00
Total for Current Liabilities	\$780.00
Long-term Liabilities	
2160 DIR - Leases	75,711.00
Total for Long-term Liabilities	\$75,711.00
Total for Liabilities	\$76,491.00
Equity	
2900 Retained Earnings	2,369,265.21
Net Income	75,668.34
3000 Opening Bal Equity	0.00
Total for Equity	\$2,444,933.55
Total for Liabilities and Equity	\$2,521,424.55

East Kern Health Care District

Profit and Loss YTD Comparison - unaudited - copy

June 1-30, 2026

	TOTAL	
	JUN 2026	JUL 1 2025 - JUN 30 2026 (YTD)
Income		
4010 Property Tax Revenues	54,095.65	344,861.64
4030 Lease Income	3,022.65	36,035.55
4015 Reimbursement		16,326.29
4040 Interest Income		31,935.59
Unapplied Cash Payment Revenue		0.00
Total for Income	\$57,118.30	\$429,159.07
Cost of Goods Sold		
Gross Profit	\$57,118.30	\$429,159.07
Expenses		
6100 General Operating Expenses		
6155 Directors Fees	3,000.00	30,900.00
6160 Dues and Subscriptions	237.18	11,607.04
6243 Modular Unit Rental	972.78	11,482.24
6345 Supplies	1,805.34	2,231.11
6550 Office Supplies	1,395.93	6,442.78
6120 Bank Service Charges		90.50
6165 Election Costs - Kern County		4,728.84
6170 Groundskeeper		4,750.00
Total for 6100 General Operating Expenses	\$7,411.23	\$72,232.51
6270 Professional Fees		
6280 Legal Fees	8,609.70	55,028.34
6283 Prof Services Accounting		16,022.50
6285 Audit Expense		12,000.00
Total for 6270 Professional Fees	\$8,609.70	\$83,050.84
6300 Repairs & Maintenance		
6310 R&M- North Loop Bldg		\$3,885.00
6311 Large Item Repairs & Maint-N.Loop	4,437.50	24,881.85
6312 North Loop Construction		1,099.50
Total for 6310 R&M- North Loop Bldg	\$4,437.50	\$29,866.35
6318 R&M - Bay Ave		
6319 Fire Damage	3,625.00	14,150.00
6320 R & M - Bay Ave Bldg	312.50	9,082.89
Total for 6318 R&M - Bay Ave	\$3,937.50	\$23,232.89
Total for 6300 Repairs & Maintenance	\$8,375.00	\$53,099.24
6350 Conference and Travel		
6370 Meals	236.43	423.48
6383 Online Training/Webinars	1,016.23	1,081.23
6385 Conference Fees	0.00	4,857.00
6380 Travel		4,345.29
Total for 6350 Conference and Travel	\$1,252.66	\$10,707.00

East Kern Health Care District

Profit and Loss YTD Comparison - unaudited - copy

June 1-30, 2026

	TOTAL	
	JUN 2026	JUL 1 2025 - JUN 30 2026 (YTD)
6390 Utilities		
6400 Gas and Electric	\$592.36	\$8,766.97
6401 Gas Electric 9278 N Loop		634.14
Total for 6400 Gas and Electric	\$592.36	\$9,401.11
6410 Water		
6412 Water 9300 N Loop	295.92	3,548.68
6414 Water 8051/8101 Bay Ave	78.64	831.72
Total for 6410 Water	\$374.56	\$4,380.40
6420 Trash	436.62	4,802.82
6440 Internet/Telephone/Alarm		
6330 Alarm Monitoring-Bay Ave Bldg	417.99	897.89
6444 Internet 8051/8101 Bay Ave	3,037.30	45,466.77
6395 Telephone		3,576.70
6442 Internet 9300 N Loop		1,760.00
Total for 6440 Internet/Telephone/Alarm	\$3,455.29	\$51,701.36
Total for 6390 Utilities	\$4,858.83	\$70,285.69
6500 Office Expenses	865.65	1,643.65
6560 Payroll Expenses		
6561 Payroll EDD Taxes	673.44	1,396.82
6562 Payroll Federal/EDD Taxes	534.51	9,930.41
6565 Payroll Wage Expenses	8,892.00	45,833.18
Total for 6560 Payroll Expenses	\$10,099.95	\$57,160.41
6240 Miscellaneous		
6242 Community Support		5,311.39
Total for 6240 Miscellaneous		\$5,311.39
Total for Expenses	\$41,473.02	\$353,490.73
Net Operating Income	\$15,645.28	\$75,668.34
Other Income		
Other Expenses		
Net Other Income		
Net Income	\$15,645.28	\$75,668.34

East Kern Health Care District

Budget vs. Actuals_Budget_FY26_P&L rpt unaudited

July 1, 2025-June 30, 2026

	JUL 2025 - JUN 2026				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET
Income								
4010 Property Tax Revenues	344,861.64	250,000.00	94,861.64	137.94 %	344,861.64	250,000.00	94,861.64	137.94 %
4015 Reimbursement	16,326.29		16,326.29		16,326.29		16,326.29	
4030 Lease Income	36,035.55	57,000.00	-20,964.45	63.22 %	36,035.55	57,000.00	-20,964.45	63.22 %
4040 Interest Income	31,935.59	17,000.00	14,935.59	187.86 %	31,935.59	17,000.00	14,935.59	187.86 %
Unapplied Cash Payment Revenue	0.00		0.00		0.00		0.00	
Total for Income	429,159.07	324,000.00	105,159.07	132.46 %	\$429,159.07	\$324,000.00	\$105,159.07	132.46 %
Cost of Goods Sold								
Gross Profit	429,159.07	324,000.00	105,159.07	132.46 %	\$429,159.07	\$324,000.00	\$105,159.07	132.46 %
Expenses								
6100 General Operating Expenses		0.00	0.00			\$0.00	\$0.00	
6120 Bank Service Charges	90.50		90.50		90.50		90.50	
6155 Directors Fees	30,900.00	36,000.00	-5,100.00	85.83 %	30,900.00	36,000.00	-5,100.00	85.83 %
6160 Dues and Subscriptions	11,607.04	10,000.00	1,607.04	116.07 %	11,607.04	10,000.00	1,607.04	116.07 %
6165 Election Costs - Kern County	4,728.84	350.00	4,378.84	1351.1 %	4,728.84	350.00	4,378.84	1351.1 %
6170 Groundskeeper	4,750.00	6,500.00	-1,750.00	73.08 %	4,750.00	6,500.00	-1,750.00	73.08 %
6243 Modular Unit Rental	11,482.24	11,400.00	82.24	100.72 %	11,482.24	11,400.00	82.24	100.72 %
6345 Supplies	2,231.11	7,200.00	-4,968.89	30.99 %	2,231.11	7,200.00	-4,968.89	30.99 %
6550 Office Supplies	6,442.78		6,442.78		6,442.78		6,442.78	
6150 Depreciation Expense		0.00	0.00			0.00	0.00	
6281 Board Meeting Costs-Zoom Mtgs		250.00	-250.00	0.0 %		250.00	-250.00	0.0 %
6386 Tax Collection Charges		1,600.00	-1,600.00	0.0 %		1,600.00	-1,600.00	0.0 %
Total for 6100 General Operating Expenses	72,232.51	73,300.00	-1,067.49	98.54 %	\$72,232.51	\$73,300.00	-\$1,067.49	98.54 %
6240 Miscellaneous		0.00	0.00			\$0.00	\$0.00	
6242 Community Support	5,311.39	7,000.00	-1,688.61	75.88 %	5,311.39	7,000.00	-1,688.61	75.88 %
Total for 6240 Miscellaneous	5,311.39	7,000.00	-1,688.61	75.88 %	\$5,311.39	\$7,000.00	-\$1,688.61	75.88 %
6270 Professional Fees		0.00	0.00			\$0.00	\$0.00	
6280 Legal Fees	55,028.34	50,000.00	5,028.34	110.06 %	55,028.34	50,000.00	5,028.34	110.06 %
6283 Prof Services Accounting	16,022.50	20,000.00	-3,977.50	80.11 %	16,022.50	20,000.00	-3,977.50	80.11 %
6285 Audit Expense	12,000.00	12,000.00	0.00	100.0 %	12,000.00	12,000.00	0.00	100.0 %
6287 Consulting -Miscellaneous Consultants		25,000.00	-25,000.00	0.0 %		25,000.00	-25,000.00	0.0 %
Total for 6270 Professional Fees	83,050.84	107,000.00	-23,949.16	77.62 %	\$83,050.84	\$107,000.00	-\$23,949.16	77.62 %
6300 Repairs & Maintenance		4,000.00	-4,000.00	0.0 %		\$4,000.00	-\$4,000.00	0.0 %
6310 R&M- North Loop Bldg	3,885.00	0.00	3,885.00		\$3,885.00	\$0.00	\$3,885.00	
6311 Large Item Repairs & Maint-N Loop	24,881.85	76,000.00	-51,118.15	32.74 %	24,881.85	76,000.00	-51,118.15	32.74 %
6312 North Loop Construction	1,099.50	900.00	199.50	122.17 %	1,099.50	900.00	199.50	122.17 %
Total for 6310 R&M- North Loop Bldg	29,866.35	76,900.00	-47,033.65	38.84 %	\$29,866.35	\$76,900.00	-\$47,033.65	38.84 %
6318 R&M - Bay Ave		0.00	0.00			\$0.00	\$0.00	
6319 Fire Damage	14,150.00	20,000.00	-5,850.00	70.75 %	14,150.00	20,000.00	-5,850.00	70.75 %
6320 R & M - Bay Ave Bldg	9,082.89	100,000.00	-90,917.11	9.08 %	9,082.89	100,000.00	-90,917.11	9.08 %
Total for 6318 R&M - Bay Ave	23,232.89	120,000.00	-96,767.11	19.36 %	\$23,232.89	\$120,000.00	-\$96,767.11	19.36 %
Total for 6300 Repairs & Maintenance	53,099.24	200,900.00	-147,800.76	26.43 %	\$53,099.24	\$200,900.00	-\$147,800.76	26.43 %
6350 Conference and Travel		22,000.00	-22,000.00	0.0 %		\$22,000.00	-\$22,000.00	0.0 %
6370 Meals	423.48		423.48		423.48		423.48	
6380 Travel	4,345.29		4,345.29		4,345.29		4,345.29	
6383 Online Training/Webinars	1,081.23		1,081.23		1,081.23		1,081.23	
6385 Confernece Fees	4,857.00		4,857.00		4,857.00		4,857.00	
Total for 6350 Conference and Travel	10,707.00	22,000.00	-11,293.00	48.67 %	\$10,707.00	\$22,000.00	-\$11,293.00	48.67 %
6390 Utilities		0.00	0.00			\$0.00	\$0.00	
6400 Gas and Electric	8,766.97	10,000.00	-1,233.03	87.67 %	\$8,766.97	\$10,000.00	-\$1,233.03	87.67 %
6401 Gas Electric 9278 N Loop	634.14		634.14		634.14		634.14	
Total for 6400 Gas and Electric	9,401.11	10,000.00	-598.89	94.01 %	\$9,401.11	\$10,000.00	-\$598.89	94.01 %

East Kern Health Care District

Budget vs. Actuals_Budget_FY26_P&L rpt unaudited

July 1, 2025-June 30, 2026

	JUL 2025 - JUN 2026				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET
6410 Water		0.00	0.00			\$0.00	\$0.00	
6412 Water 9300 N Loop	3,548.68	4,500.00	-951.32	78.86 %	3,548.68	4,500.00	-951.32	78.86 %
6414 Water 8051/8101 Bay Ave	831.72	1,000.00	-168.28	83.17 %	831.72	1,000.00	-168.28	83.17 %
Total for 6410 Water	4,380.40	5,500.00	-1,119.60	79.64 %	\$4,380.40	\$5,500.00	-\$1,119.60	79.64 %
6420 Trash	4,802.82	5,500.00	-697.18	87.32 %	4,802.82	5,500.00	-697.18	87.32 %
6440 Internet/Telephone/Alarm		0.00	0.00			\$0.00	\$0.00	
6330 Alarm Monitoring-Bay Ave Bldg	897.89	700.00	197.89	128.27 %	897.89	700.00	197.89	128.27 %
6395 Telephone	3,576.70	2,500.00	1,076.70	143.07 %	3,576.70	2,500.00	1,076.70	143.07 %
6442 Internet 9300 N Loop	1,760.00		1,760.00		1,760.00		1,760.00	
6444 Internet 8051/8101 Bay Ave	45,466.77	12,000.00	33,466.77	378.89 %	45,466.77	12,000.00	33,466.77	378.89 %
Total for 6440 Internet/Telephone/Alarm	51,701.36	15,200.00	36,501.36	340.14 %	\$51,701.36	\$15,200.00	\$36,501.36	340.14 %
Total for 6390 Utilities	70,285.69	36,200.00	34,085.69	194.16 %	\$70,285.69	\$36,200.00	\$34,085.69	194.16 %
6500 Office Expenses	1,643.65		1,643.65		1,643.65		1,643.65	
6560 Payroll Expenses		0.00	0.00			\$0.00	\$0.00	
6561 Payroll EDD Taxes	1,396.82		1,396.82		1,396.82		1,396.82	
6562 Payroll Federal/EDD Taxes	9,930.41	11,000.00	-1,069.59	90.28 %	9,930.41	11,000.00	-1,069.59	90.28 %
6565 Payroll Wage Expenses	45,833.18	50,000.00	-4,166.82	91.67 %	45,833.18	50,000.00	-4,166.82	91.67 %
Total for 6560 Payroll Expenses	57,160.41	61,000.00	-3,839.59	93.71 %	\$57,160.41	\$61,000.00	-\$3,839.59	93.71 %
6180 Insurance		0.00	0.00			\$0.00	\$0.00	
6185 Liability Insurance		24,310.00	-24,310.00	0.0 %		24,310.00	-24,310.00	0.0 %
6190 Work Comp		1,050.00	-1,050.00	0.0 %		1,050.00	-1,050.00	0.0 %
Total for 6180 Insurance		25,360.00	-25,360.00	0.0 %		\$25,360.00	-\$25,360.00	0.0 %
Total for Expenses	353,490.73	532,760.00	-179,269.27	66.35 %	\$353,490.73	\$532,760.00	-\$179,269.27	66.35 %
Net Operating Income	75,668.34	-	284,428.34	-36.25 %	\$75,668.34	-	\$284,428.34	-36.25 %
		208,760.00				\$208,760.00		
Other Income								
Other Expenses								
6700 Annexation with Ridgecrest Regional Hospital		0.00	0.00			0.00	0.00	
Total for Other Expenses		0.00	0.00			\$0.00	\$0.00	
Net Other Income		0.00	0.00			\$0.00	\$0.00	
Net Income	75,668.34	-	284,428.34	-36.25 %	\$75,668.34	-	\$284,428.34	-36.25 %
		208,760.00				\$208,760.00		

Note

This report includes payables through 06/30/2026

East Kern Health Care District
Check Detail Report
June 1-30, 2026

Transaction date	Transaction type	Num	Name	Description	Amount
1138 Mission Bank Checking					
06/05/2026	Expense		Google	GOOGLE WEB F770493581 EAST KERN HEALTH CARE XXXXXXXX0965926 PURCHASE GOOGLE WEB F770493581 26/06/05 EAST KERN HEALTH CARE TRACE #-XXXXXXX0965926	193.20
06/25/2026	Expense		Ticketmaster	TM-ACH OR MULTIPLE SERVICES	75.00
06/02/2026	Bill Payment (Check)	35938	Bank of the Sierra	Transfer from Mission to Bank of the Sierra for operations	60,000.00
Total					60,268.20

1156 Bank of Sierra

06/01/2026	Expense		Amazon	DBT CRD 0419 29400059 AMAZON MKTPLR769D7623 AMZN.COM/BILLWA CARD# 3367 DBT CRD 0419 05/31/26 29400059 AMAZON MKTPLR769D7623 AMZN.COM/BILLWA CARD# 3367	194.63
06/03/2026	Expense		Payroll	PAYROLL INTUIT 93488356 CCD	779.78
06/03/2026	Expense		Payroll	PAYROLL INTUIT 93488356 CCD	2,373.01
06/04/2026	Expense		Payroll	PAYROLL INTUIT 92180711 CCD	546.30
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.91
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	DBT CRD 1748 70100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 DBT CRD 1748 06/04/26 70100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	190.99
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 73100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 73100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.91
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.91
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 72100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 72100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.86
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	DBT CRD 1748 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 DBT CRD 1748 06/04/26 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	190.99
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	DBT CRD 1748 75100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 DBT CRD 1748 06/04/26 75100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	149.00
06/04/2026	Expense		Payroll	PAYROLL INTUIT 92180711 CCD	546.30
06/04/2026	Expense		Payroll	PAYROLL INTUIT 92180711 CCD	516.30
06/25/2026	Expense		EDD	TAX INTUIT 80958305 CCD	411.01
06/25/2026	Expense		Zoom Video Communications, Inc.	DBT CRD 1031 25100145 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367 DBT CRD 1031 06/26/26 25100145 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367	43.98
06/26/2026	Expense		IRS	USATAXPYMT IRS CCD	2,177.50
06/26/2026	Expense		IRS	USATAXPYMT IRS CCD	35.78

East Kern Health Care District
Check Detail Report
May 1-31, 2026

Transacti on ID	Transaction date	Transaction type	Num	Name	Description	Amount
1155 Bank of Sierra						
14509	05/05/2026	Bill Payment (Check)	40841	Jorge E Mendez	Payroll ending 04/30/2026 See detail on check stub.	674.95
14527	05/05/2026	Bill Payment (Check)	40850	Shauna Royten	Legislative days	149.46
14528	05/05/2026	Bill Payment (Check)	40847	Jessica Rojas	Legislative days	37.59
14529	05/05/2026	Bill Payment (Check)	40848	Mobile Modular	monthly charges 20260408-0514	972.78
14530	05/05/2026	Bill Payment (Check)	40842	ACE Hardware	Cleaning supp bolts trash bags	183.28
14531	05/05/2026	Bill Payment (Check)	40843	Amazon	Director snacks	49.46
14532	05/05/2026	Bill Payment (Check)	40844	Axlon	Monthly monitoring 2026 0427 0527	104.85
14533	05/05/2026	Bill Payment (Check)	40849	PEAC Solutions	20260415 -0514 Inv #41940351	344.94
14534	05/05/2026	Bill Payment (Check)	40845	City of California City water	101730.03/103347.01 20260314 to 0413 8101 Bay \$70/9300 N Loop 161.31	231.31
14535	05/05/2026	Bill Payment (Check)	40846	Golden Hills IT LLC	Inv #3986	2,386.91
14552	05/05/2026	Expense		Payroll	PAYROLL INTUIT 89133459 CCD	516.30
14553	05/05/2026	Expense		Payroll	PAYROLL INTUIT 90444850 CCD	871.53
14554	05/05/2026	Expense		Payroll	PAYROLL INTUIT 89133459 CCD	364.20
14555	05/05/2026	Expense		Payroll	PAYROLL INTUIT 89133459 CCD	546.30
14556	05/05/2026	Expense		Payroll	PAYROLL INTUIT 89133459 CCD	546.30
14557	05/05/2026	Expense		Ella's Stop Shop	DBT CRD 1426 22409062 SQ ELLA S STOP SHOP GOSQ.COMCA CARD# 3367 DBT CRD 1426 05/05/26 22409062 SQ *ELLA S STOP SHOP GOSQ.COMCA CARD# 3367	174.28
14558	05/05/2026	Expense		Payroll	PAYROLL INTUIT 89133459 CCD	455.25
14559	05/05/2026	Expense		Payroll	PAYROLL INTUIT 90444850 CCD	2,822.48
14564	05/05/2026	Expense		Zoom Video Communications, Inc.	DBT CRD 1434 27100011 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367 DBT CRD 1434 05/05/26 27100011 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367	43.98
14560	05/06/2026	Expense		Intuit Quickbooks	DBT CRD 1523 26400067 INTUIT QBOOKS ONLINE CL.INTUIT.COMCA CARD# 3367 DBT CRD 1523 05/06/26 26400067 INTUIT *QBOOKS ONLINE CL.INTUIT.COMCA CARD# 3367	1,242.00
14574	05/14/2026	Expense		Metro PCS	DBT CRD 1715 25407694 METRO BY T-MOBILE WEB 888-863-8768WA CARD# 3367 DBT CRD 1715 05/14/26 25407694 METRO BY T-MOBILE WEB 888-863-8768WA CARD# 3367	115.00
14575	05/14/2026	Expense		Ella's Stop Shop	DBT CRD 1833 21407728 SQ ELLA S STOP SHOP GOSQ.COMCA CARD# 3367 DBT CRD 1833 05/14/26 21407728 SQ *ELLA S STOP SHOP GOSQ.COMCA CARD# 3367	179.28
14576	05/14/2026	Expense		United States Post Office	DBT CRD 2145 26001559 USPS PO XXXXX0502 CALIFORNIA CICA CARD# 3367 DBT CRD 2145 05/13/26 26001559 USPS PO XXXXX0502 CALIFORNIA CICA CARD# 3367	82.89
14598	05/15/2026	Expense		MACFARLANE ESTEP	DBT CRD 1829 26408599 IN MACFARLANE ESTEP, I 206- 5428422WA CARD# 3367 DBT CRD 1829 05/15/26 26408599 IN *MACFARLANE ESTEP, I 206-5428422WA CARD# 3367	375.20

East Kern Health Care District
Check Detail Report
May 1-31, 2026

Transacti on ID	Transaction date	Transaction type	Num	Name	Description	Amount
14573	05/18/2026	Bill Payment (Check)	40853	Jorge E Mendez	payroll ending 05/18/2026. See detail on check stub.	654.69
14584	05/19/2026	Bill Payment (Check)	40857	Hiller	Fire extinguishers repair replace 21777957	995.00
14585	05/19/2026	Bill Payment (Check)	40858	Hovde Engineering	Quote inv # 3630egn serv Bay ave #36320	3,300.00
14586	05/19/2026	Bill Payment (Check)	40859	Pacific Engineers Group	Inv #36620ADA Compl Repair Bay ave Fire damage	10,525.00
14587	05/19/2026	Bill Payment (Check)	40854	ACE Hardware	Hardware nuts bolts	58.97
14588	05/19/2026	Bill Payment (Check)	40855	Amazon	Dist supp paper supp, cleaning	148.67
14589	05/19/2026	Bill Payment (Check)	40860	Spectrum Business/Time Warner	126318801 Inv # 126318801120126 Bay 276..03 Loop 130.000 20260501-0531	436.03
14590	05/19/2026	Bill Payment (Check)	40856	Golden Hills IT LLC	Inv #3991 month serv 0502-06012026	2,637.30
14596	05/19/2026	Expense		EDD	PAYROLL INTUIT 92181073 CCD	740.21
14597	05/19/2026	Expense		IRS	PAYROLL INTUIT 92181073 CCD	2,399.70
14599	05/26/2026	Expense		Zoom Video Communications, Inc.	DBT CRD 1025 28100129 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367 DBT CRD 1025 05/26/26 28100129 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367	43.98
14600	05/28/2026	Expense		IRS	USATAXPYMT IRS CCD	2,356.36
14604	05/28/2026	Expense		IRS	USATAXPYMT IRS CCD	35.77
14605	05/28/2026	Expense		EDD	TAX INTUIT 24435900 CCD	474.75
14606	05/28/2026	Expense		EDD	TAX INTUIT 05132130 CCD	262.28
14627	05/28/2026	Expense		Amazon	partial Amazon bill 114-1760814-2408238 2252 00RQORR4 AMAZON.COM0X4HF3R63 AMAZON.COM SEATTLEWA C# 3367 POS DEB 2252 05/27/26 00RQORR4 AMAZON.COM*0X4HF3R63 AMAZON.COM SEATTLEWA C# 3367	73.30
14628	05/28/2026	Expense		Amazon	partial Amazon bill 114-1760814-2408238DBT CRD 2050 20407942 AMAZON MKTPLE08457RU3 AMZN.COM/BILLWA CARD# 3367 DBT CRD 2050 05/27/26 20407942 AMAZON MKTPL*E08457RU3 AMZN.COM/BILLWA CARD# 3367	11.11
Total						<u>\$38,623.64</u>

1135 Mission Bank Checking

14571	05/05/2026	Expense		Google	GOOGLE WEB F770493581 US004BOZF4 XXXXXXXX1358149 PURCHASE GOOGLE WEB F770493581 26/05/05 US004BOZF4 TRACE #- XXXXXXXX1358149	185.36
14624	05/26/2026	Expense		Jurassic Parliament	TM-ACH OR MULTIPLE SERVICES	75.00
14626	05/27/2026	Expense		Amazon	partial Amazon bill 114-1760814-2408238 2252 00RQORR4 AMAZON.COM0X4HF3R63 AMAZON.COM SEATTLEWA C# 3367 POS DEB 2252 05/27/26 00RQORR4 AMAZON.COM*0X4HF3R63 AMAZON.COM SEATTLEWA C# 3367	183.52
Total						<u>\$ 443.88</u>

East Kern Health Care District
Check Detail Report
June 1-30, 2026

Transaction date	Transaction type	Num	Name	Description	Amount
06/26/2026	Expense		EDD	TAX INTUIT 96250512 CCD	262.43
06/29/2026	Expense		Hyatt	DBT CRD 0539 22457844 HYATT REG NEWPORT F&B NEWPORT BEACHCA CARD# 3367 DBT CRD 0539 06/29/26 22457844 HYATT REG NEWPORT F&B NEWPORT BEACHCA CARD# 3367	35.17
06/30/2026	Expense		Office Depot	DBT CRD 0709 25501045 OFFICE DEPOT #5125 800-463-3768CA CARD# 3367 DBT CRD 0709 07/01/26 25501045 OFFICE DEPOT #5125 800-463-3768CA CARD# 3367	304.29
06/02/2026	Bill Payment (Check)	40861	ACE Hardware	Landscape supplies	308.45
06/02/2026	Bill Payment (Check)	40862	City of California City water	101730.03/103347.01 - 20260414-0513 Water NL 295.92 Bay 78.646	374.56
06/02/2026	Bill Payment (Check)	40863	Digitech	Alarm Bay 42.99 20260531	42.99
06/02/2026	Bill Payment (Check)	40864	Joselito M Lacson, Designer	#2604 20260513 Bay 312.50 N Loop 4062.50	4,375.00
06/02/2026	Bill Payment (Check)	40865	Mobile Modular	monthly charges 2907759 20260508	972.78
06/02/2026	Bill Payment (Check)	40866	PEAC Solutions	42088588 20260524 04901399107	344.94
06/02/2026	Bill Payment (Check)	40867	SCE	8000222683, 8001112753, 8001112989, 8001658860, 8001959862 - Edison 20260410-0510// 8000222683 NL 329.04// 800111275 Bay A 148.20 // 8001112989 Bay B 82.26	559.50
06/02/2026	Bill Payment (Check)	40868	SoCalGas	049 013 9910 7 9300 N Loop 20260413-0513 N Loop	32.86
06/02/2026	Bill Payment (Check)	40869	Jorge E Mendez	Payroll 06/01/2026	432.48
06/15/2026	Bill Payment (Check)	40870	Jorge E Mendez	Payroll check for paper check payroll ending 06/15/2026.	478.01
06/16/2026	Bill Payment (Check)	40871	ACE Hardware	keys, batteries, landscaping supplies	110.05
06/16/2026	Bill Payment (Check)	40872	Aleshire & Wynder, LLP	Inv #106825 May 2026	8,609.70
06/16/2026	Bill Payment (Check)	40873	Amazon	Replace check Office \$170.08, Dist supp paper cleaning 1097.63	1,267.72
06/16/2026	Bill Payment (Check)	40874	Digitech	Upgrade alarm panel	375.00
06/16/2026	Bill Payment (Check)	40875	Golden Hills IT LLC	Inv #4026 May 2026	3,037.30
06/16/2026	Bill Payment (Check)	40876	Joselito M Lacson, Designer	Inv #2606 Bay ave fire \$3625.00 N Loop \$375	4,000.00

East Kern Health Care District
Check Detail Report
June 1-30, 2026

Transaction date	Transaction type	Num	Name	Description	Amount
06/16/2026	Bill Payment (Check)	40877	Shauna Royten	Travel to food policy council meeting	201.26
06/16/2026	Bill Payment (Check)	40878	Waste Management Corporate Services, Inc.	3942211-4808-0 3942211-4808-0 Inv #3990274808 May 2026	436.62
Total					<u>41,775.81</u>

East Kern Health Care District
Check Detail Report
June 1-30, 2026

Transaction date	Transaction type	Num	Name	Description	Amount
1138 Mission Bank Checking					
06/05/2026	Expense		Google	GOOGLE WEB F770493581 EAST KERN HEALTH CARE XXXXXXXX0965926 PURCHASE GOOGLE WEB F770493581 26/06/05 EAST KERN HEALTH CARE TRACE #-XXXXXXX0965926	193.20
06/25/2026	Expense		Ticketmaster	TM-ACH OR MULTIPLE SERVICES	75.00
06/02/2026	Bill Payment (Check)	35938	Bank of the Sierra	Transfer from Mission to Bank of the Sierra for operations	60,000.00
Total					60,268.20

1156 Bank of Sierra

06/01/2026	Expense		Amazon	DBT CRD 0419 29400059 AMAZON MKTPLR769D7623 AMZN.COM/BILLWA CARD# 3367 DBT CRD 0419 05/31/26 29400059 AMAZON MKTPL*R769D7623 AMZN.COM/BILLWA CARD# 3367	194.63
06/03/2026	Expense		Payroll	PAYROLL INTUIT 93488356 CCD	779.78
06/03/2026	Expense		Payroll	PAYROLL INTUIT 93488356 CCD	2,373.01
06/04/2026	Expense		Payroll	PAYROLL INTUIT 92180711 CCD	546.30
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.91
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	DBT CRD 1748 70100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 DBT CRD 1748 06/04/26 70100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	190.99
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 73100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 73100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.91
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 78100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.91
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	INT FEE 1748 72100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 INT FEE 1748 06/04/26 72100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	1.86
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	DBT CRD 1748 75100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 DBT CRD 1748 06/04/26 75100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	190.99
06/04/2026	Expense		IAP CAREER COLLEGE CALGARYAB	DBT CRD 1748 75100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367 DBT CRD 1748 06/04/26 75100004 IAP CAREER COLLEGE CALGARYAB CARD# 3367	149.00
06/04/2026	Expense		Payroll	PAYROLL INTUIT 92180711 CCD	546.30
06/04/2026	Expense		Payroll	PAYROLL INTUIT 92180711 CCD	516.30
06/25/2026	Expense		EDD	TAX INTUIT 80958305 CCD	411.01
06/25/2026	Expense		Zoom Video Communications, Inc.	DBT CRD 1031 25100145 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367 DBT CRD 1031 06/26/26 25100145 ZOOM.COM 888-799-9666 ZOOM.USCA CARD# 3367	43.98
06/26/2026	Expense		IRS	USATAXPYMT IRS CCD	2,177.50
06/26/2026	Expense		IRS	USATAXPYMT IRS CCD	35.78

East Kern Health Care District
Check Detail Report
June 1-30, 2026

Transaction date	Transaction type	Num	Name	Description	Amount
06/26/2026	Expense		EDD	TAX INTUIT 96250512 CCD	262.43
06/29/2026	Expense		Hyatt	DBT CRD 0539 22457844 HYATT REG NEWPORT F&B NEWPORT BEACHCA CARD# 3367 DBT CRD 0539 06/29/26 22457844 HYATT REG NEWPORT F&B NEWPORT BEACHCA CARD# 3367	35.17
06/30/2026	Expense		Office Depot	DBT CRD 0709 25501045 OFFICE DEPOT #5125 800-463-3768CA CARD# 3367 DBT CRD 0709 07/01/26 25501045 OFFICE DEPOT #5125 800-463-3768CA CARD# 3367	304.29
06/02/2026	Bill Payment (Check)	40861	ACE Hardware	Landscape supplies	308.45
06/02/2026	Bill Payment (Check)	40862	City of California City water	101730.03/103347.01 - 20260414-0513 Water NL 295.92 Bay 78.646	374.56
06/02/2026	Bill Payment (Check)	40863	Digitech	Alarm Bay 42.99 20260531	42.99
06/02/2026	Bill Payment (Check)	40864	Joselito M Lacson, Designer	#2604 20260513 Bay 312.50 N Loop 4062.50	4,375.00
06/02/2026	Bill Payment (Check)	40865	Mobile Modular	monthly charges 2907759 20260508	972.78
06/02/2026	Bill Payment (Check)	40866	PEAC Solutions	42088588 20260524 04901399107	344.94
06/02/2026	Bill Payment (Check)	40867	SCE	8000222683, 8001112753, 8001112989, 8001658860, 8001959862 - Edison 20260410-0510// 8000222683 NL 329.04// 800111275 Bay A 148.20 // 8001112989 Bay B 82.26	559.50
06/02/2026	Bill Payment (Check)	40868	SoCalGas	049 013 9910 7 9300 N Loop 20260413-0513 N Loop	32.86
06/02/2026	Bill Payment (Check)	40869	Jorge E Mendez	Payroll 06/01/2026	432.48
06/15/2026	Bill Payment (Check)	40870	Jorge E Mendez	Payroll check for paper check payroll ending 06/15/2026.	478.01
06/16/2026	Bill Payment (Check)	40871	ACE Hardware	keys, batteries, landscaping supplies	110.05
06/16/2026	Bill Payment (Check)	40872	Aleshire & Wynder, LLP	Inv #106825 May 2026	8,609.70
06/16/2026	Bill Payment (Check)	40873	Amazon	Replace check Office \$170.08, Dist supp paper cleaning 1097.63	1,267.72
06/16/2026	Bill Payment (Check)	40874	Digitech	Upgrade alarm panel	375.00
06/16/2026	Bill Payment (Check)	40875	Golden Hills IT LLC	Inv #4026 May 2026	3,037.30
06/16/2026	Bill Payment (Check)	40876	Joselito M Lacson, Designer	Inv #2606 Bay ave fire \$3625.00 N Loop \$375	4,000.00

East Kern Health Care District
Check Detail Report
June 1-30, 2026

Transaction date	Transaction type	Num	Name	Description	Amount
06/16/2026	Bill Payment (Check)	40877	Shauna Royten	Travel to food policy council meeting	201.26
06/16/2026	Bill Payment (Check)	40878	Waste Management Corporate Services, Inc.	3942211-4808-0 3942211-4808-0 Inv #3990274808 May 2026	436.62
Total					<u>41,775.81</u>

East Kern Health Care District
Budget vs. Actuals: Budget_FY27_P&L - FY27 P&L
July 2026 - June 2027

Consolidated	
Accounts	Budget totals 2026-27
Income	
4010 Property Tax Revenues	250000
4011 Donations	0
4015 Reimbursement	0
4025 Grant Revenue	0
4030 Lease Income	37000
4040 Interest Income	17000
Total Income	304000
Expense	
6100 General Operating Expenses	
6120 Bank Service Charges	100
6155 Directors Fees	36000
6160 Dues and Subscriptions	10000
6165 Election Costs - Kern County	5000
6243 Modular Unit Rental	11400
6345 Supplies	4000
6550 Office Supplies	2000
Total 6100 General Operating expenses	68500
6180 Insurance	
6185 Liability Insurance	19977
6190 Work Comp	1015
Total 6180/90 Insurance	20992
6240 Miscellaneous	0
6241 Donation- Senior Center Association	0
6242 Community Support	10000
Total 6240 Miscellaneous	10000
6270 Professional Fees	
6280 Legal Fees	50000
6283 Prof Services Accounting	21000
6285 Audit Expense	12000
6287 Consulting -Miscellaneous Consultants	25000
Total 6270 Professional Fees	108000

East Kern Health Care District
Budget vs. Actuals: Budget_FY27_P&L - FY27 P&L
July 2026 - June 2027

Consolidated	
Accounts	Budget totals 2026-27
6300 Repairs & Maintenance	
6310 R&M- North Loop Bldg	
6311 Large Item Repairs & Maint-N.Loop	0
6312 North Loop Construction	273741
6335 R&M Modular Building	0
6490 Pest Control	0
Total 6310 R&M- North Loop Bldg	<u>273741</u>
6318 R&M - Bay Ave	
6319 Fire Damage	144000
6320 R & M - Bay Ave Bldg	0
Total 6318 R&M - Bay Ave	<u>144000</u>
6350 Conference and Travel	
6370 Meals	2000
6380 Travel	8000
6383 Online Training/Webinars	5000
6385 Confernece Fees	7000
Total 6350 Conference and Travel	<u>22000</u>
6390 Utilities	
6400 Gas and Electric	12500
6401 Gas Electric 9278 N Loop	0
6402 Gas Electric 9300 N Loop	0
6403 Gas Electric 9350 N Loop	0
6404 Gas Electric 8051/8101 Bay Ave	0
Total 6390 Utilities	<u>12500</u>
6410 Water	
6411 Water 9278 N Loop	0
6412 Water 9300 N Loop	4500
6413 Water 9350 N Loop	0
6414 Water 8051/8101 Bay Ave	1000
Total 6410 Water	<u>5500</u>
6420 Trash	
6421 Trash 9278 N Loop	0
6422 Trash 9300 N Loop	5500
6423 Trash 9350 N Loop	0
6424 Trash 8051/8101 Bay Ave	0
Total 6420 Trash	<u>5500</u>

East Kern Health Care District
 Budget vs. Actuals: Budget_FY27_P&L - FY27 P&L
 July 2026 - June 2027

Consolidated Accounts	Budget totals 2026-27
6440 Internet/Telephone/Alarm	
6330 Alarm Monitoring-Bay Ave Bldg	600
6395 Telephone	3500
6444 Internet 8051/8101 Bay Ave	32000
Total 6440 Internet/Telephone/Alarm	36100
6560 Payroll Expenses	0
6562 Payroll Federal/EDD Taxes	12200
6565 Payroll Wage Expenses	86000
Total 6560 Payroll Expenses	98200
Total Expense	805033
Total Net Income (Loss)	\$ (501,035)

**CONSTRUCTION AGREEMENT
[Small Projects]**

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

THIS AGREEMENT is between the East Kern Health Care District ("OWNER") and Medallion Contracting, Inc. ("CONTRACTOR"). OWNER and CONTRACTOR agree as follows:

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

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

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

3. Contract Price. Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of \$ 257,741.00

4. Payments.

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

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

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

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

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

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

C. Progress payments shall be as follows:

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

D. RETENTION:

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

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

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

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

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

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

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

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

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

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

A. The following documents are submitted with the bond:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Termination of Contract. Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven days' 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;

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: 6/18/2026

Proper Name of Contractor: Medallion Contracting, Inc.

Signature: 

Print Name: Craig Fries

Title: Chief Executive Officer

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

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

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

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

Date: 6/18/2026

Proper Name of Contractor: Medallion Contracting, Inc.

Signature: 

Print Name: Craig Fries

Title: Chief Executive Officer

END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Medallion Contracting, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 42424 4th St East	Requester's name and address (optional)
6 City, state, and ZIP code Lancaster, CA 93535	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date ►

6/18/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

- 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 ^{9300 N Loop Blvd} California City, California, or to the CONTRACTOR at ^{42424 4th St E} Lancaster, 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

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 Lancaster, Los Angeles County, California.

ACCEPTED AND AGREED on the date indicated below:

DATED:

OWNER

*By:

Title:

Address:

DATED: 6/18/2026

CONTRACTOR: Medallion Contracting, Inc.



Title: General Executive Officer

Address: 42424 4th St East

Lancaster, CA 93535

Contractor's License No. 567084

Contractor's DIR Registration No. 1000000951

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

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

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☒ Corporation, State: California
- ☐ Limited Liability Company
- ☐ Other: _____

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

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

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

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Public Contract Code section 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Contract Code sections 20104 – 20104.6

§ 20104.

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

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

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

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

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

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

§ 20104.2.

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

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

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

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

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

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

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

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

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

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

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

§ 20104.4.

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

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

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

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

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

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

§ 20104.6.

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

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

END OF DOCUMENT

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

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

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

OWNER: East Kern Health Care District

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the East Kern Health Care District (referred to as "Owner"), has awarded to Medallion Contracting, Inc. (referred to as "Contractor/Principal") a contract for the work described as follows: Site Improvements to 9278, 9300 & 9350 N Loop Buildings

NOW, THEREFORE, we, the Contractor/Principal and Endurance Assurance Corporation, as Surety, are held firmly bound unto Owner in the penal sum of \$ Two Hundred Fifty Seven Thousand Seven Hundred Forty One and 00/100 Dollars (\$ 257,741.00), 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, alteration, 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: Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

Name and address of agent or representative in California, if different than above:
The Liberty Company Insurance Brokers LLC
6965 De Soto Ave, Suite 250, Woodland Hills, CA 91367

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

Agent: 707-815-6867

Surety: 650-207-2271

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 18th day of June , 20 26 .

[SEAL]

CONTRACTOR/PRINCIPAL Medallion Contracting, Inc.

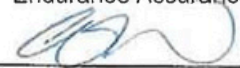
By  _____

Type or Print Name Above

Craig Flier - CEO

Type of Print Title Above

SURETY Endurance Assurance Corporation

By  _____

Signature

Type or Print Name Above

Emmalyn Nichols, Attorney-in-Fact

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

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

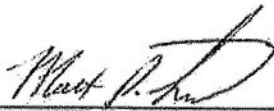
On June 18, 2024 before me, Matt P. Lockie, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

14938

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Emmalyn Nichols, Jon Richard Sullivan, Catherine A Pinney, Matt Lockie

as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum hereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

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

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

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

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

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

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel



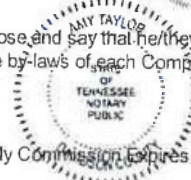
ACKNOWLEDGEMENT

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

By:

Amy Taylor

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



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the Individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

18th

day of

June

2026

By: Daniel S. Lorne, Secretary

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

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

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Train and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

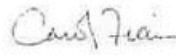
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

PAYMENT BOND

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

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

NOW, THEREFORE, we, the Contractor/Principal and Endurance Assurance Corporation as Surety, are held firmly bound unto Owner in the penal sum of Two Hundred Fifty Seven Thousand Seven Hundred Forty One and 00/100 Dollars (\$ 257,741.00), 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

Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

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

The Liberty Company Insurance Brokers LLC
5955 De Soto Ave, Suite 250, Woodland Hills, CA 91367

Telephone # of Surety, or agent or representative in California

Surety: 650-207-2271
Agent: 707-815-6867

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 18th day of June , 20 26 .

[SEAL.]

Contractor: Medallion Contracting, Inc.

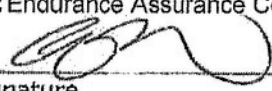


Print Name Above

Craig Friess - CEO

Print Title Above

Surety: Endurance Assurance Corporation

By: 

Signature

Print Name Above

Emmalyn Nichols, Attorney-in-Fact

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

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

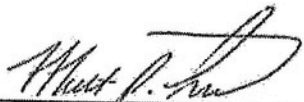
On June 18, 2026 before me, Matt P. Lockie, Notary Public
(insert name and title of the officer)

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

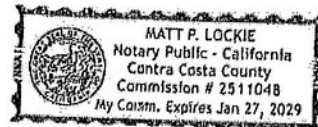
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Emmalyn Nichols, Jon Richard Sullivan, Catherine A Pinney, Matt Lockie

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety: bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum hereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

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

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

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

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

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

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

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

By: Amy Taylor

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



CERTIFICATE

the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

18th

day of

June

20

26

By: Daniel S. Lurie, Secretary

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

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

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

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

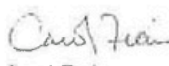
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



MEDACON-01

ELEM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # [REDACTED]
HUB International Insurance Services Inc.
PO Box 3310
Santa Barbara, CA 93130-3310

CONTACT NAME: Monica Pisenti
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: monica.pisenti@hubinternational.com
FAX (A/C, No):

INSURED

Medallion Contracting, Inc.
42424-4th St East
Lancaster, CA 93535

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Palomar Specialty Insurance Company	20338
INSURER B:	Palomar Excess and Surplus Insurance Company	16754
INSURER C:	State Compensation Insurance Fund of California	35076
INSURER D:	Westchester Surplus Lines Insurance Co.	10172
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CPGLP-00000964	11/16/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CEBAP-00000965	11/16/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			CPLXP-00000966	11/16/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	9340270 - 2026	7/14/2026	7/14/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			G74308326003	11/9/2025	11/9/2026	Per Occ/Per Agg \$ 1,000,000
D	Pollution / Environm			G74308326003	11/9/2025	11/9/2026	Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 9278,9300 & 9350 Loop Bldgs Site Improvements Project

East Kern Health Care District is Additional Insured with regard to General Liability when required by written contract per the attached endorsement form CG 20 10 12 19. Waiver of Subrogation with regard to General Liability applies when required by written contract per the attached endorsement form CG 24 04 12 19.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: CPGLP-00000964

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

POLICY TERM: 11/16/2025 - 11/01/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CPGLP-00000964

POLICY TERM: 11/16/2025-11/01/2026

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under such contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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9278, 9300 & 9350 N LOOP BLDGS.
 SITE IMPROVEMENT PROJECT
 EAST KERN HEALTH CARE DISTRICT
 EKHCD#2026.100

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SECTION 011100
SUMMARY OF WORK

1.00 GENERAL

1.01 SUMMARY

A. The Project consists of design and construction of the following items:

1. Demolition of partial sidewalks in various locations at 9278, 9300 and 9350 N Loop buildings.
2. New concrete sidewalks in various location around 9278, 9300 & 9350 N Loop buildings.
3. New accessible and standard parking stripping for 9278, 9300 & 9350 N Loop buildings.
4. New accessible curb ramps from public right of way.

1.02 PHASING/CONTRACTOR'S USE OF PREMISES

A. Obtain and pay for use of additional storage, work areas or parking needed for operations or Contractor's employees.

B. Use of site: Limit to areas directed by the District.

1. Allow District access to maintain and operate other existing facilities.
2. Permit unimpeded access by firefighting, law enforcement agencies and rescue equipment.
3. Access to and egress from construction site shall be in strict conformance to prearranged routes approved by the District, with the understanding that curtailment of traffic or revision of access routes may be required on short notice if the District's operations mandate such changes because of excessive noise, or problems with safety, service, or supply.

C. Partial District's occupancy: The District reserves the right to place and install equipment in areas of the Project prior to Substantial Completion provided it doesn't interfere with normal completion of Work. This partial occupancy shall not constitute acceptance of the Work.

1.03 WORK NOT IN CONTRACT

A. The following will be provided by the District under separate contracts.

1. Tests and inspections specified to be provided by the District in the Contract Documents.

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

1.04 DEFINITIONS

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

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

1.05 TITLING AND ARRANGEMENT

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

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

1.06 INTERPRETATION

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

END OF SECTION

SECTION 013216
CONSTRUCTION SCHEDULE

1.00 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED SECTIONS

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

1.03 SCHEDULE

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

1.04 PROCEDURES

A. Baseline Construction Schedule

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

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

C. Preparation of Detailed Project Schedule

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

1.05 PREPARATION GUIDELINES

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

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

4. Activities shall include:
 - a. Description; what is to be accomplished and where.
 - b. Workday duration.
 - c. Scheduled activities shall indicate continuous flow, from left to right.
 5. Identify days per week and shifts per day worked; also, non-work days and holidays.
 6. For all schedules submitted, Contractor shall provide the following:
 - a. Computerized sorts by:
 - (1) Total Float
 - (2) Early Start
 - (3) Area Sort
 - (4) Trade responsibility
 - b. 60-day look ahead bar charts by early start.
 - c. A narrative explaining progress to date on the project, work required in the succeeding update period, a description of the critical path, and comments concerning potential problem areas.
 - d. Contractor will submit four copies of each of the above.
 - F. Failure to include any element of work required for performance of this Contract shall not excuse Contractor from completing work required to comply with the Contract Documents, notwithstanding acceptance of Construction Schedule.
 - G. Submittal of Construction Schedule shall be understood to be Contractor's confirmation that the schedule meets requirements of the Contract Documents, and that work will be executed in sequence indicated in schedule.
- 1.06 REVIEWS, UPDATES, AND REVISIONS
- A. The District will review and return Contractor's Detailed Project Schedule, with summary comments, within Seventeen (17) calendar days. If revisions are required, Contractor shall resubmit Schedule within fourteen (14) calendar days following receipt of the District's comments.
 - B. After Contractor and the District agree to a final schedule, it will become the Project Construction Schedule and considered part of the Contract Documents. No changes to Schedule will be allowed unless mutually agreed upon with the District.
 - C. Contractor shall analyze and update the Detailed Project Schedule:

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

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

1.07 CONTRACTOR'S RESPONSIBILITY

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

1.08 SUSPENSION OF PAYMENTS

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

1.09 RECORD COPY

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

1.10 FORM OF SUBMITTAL

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

2.00 PRODUCTS

Not used.

3.00 EXECUTION

Not used.

END OF SECTION

SECTION 013323
SHOP DRAWINGS AND SAMPLES

1.00 GENERAL

1.01 SUMMARY

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

1.02 GENERAL REQUIREMENTS

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

1.03 SUBMITTALS

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

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

1.04 SUBMITTAL PROCEDURES

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

1.05 SAMPLES

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

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

END OF SECTION

SECTION 014000
QUALITY CONTROL

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

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

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

1.3 CONFLICTING REQUIREMENTS

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

1.4 INFORMATIONAL SUBMITTALS

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

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

1.5 REPORTS AND DOCUMENTS

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

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

1.6 QUALITY ASSURANCE

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

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

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

1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

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

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

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

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

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- 1.8 SPECIAL TESTS AND INSPECTIONS
- A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

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

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 SAFETY

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

1.03 SCAFFOLDING AND HOISTS

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

1.04 DUST CONTROL

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

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

1.05 MAINTENANCE OF TRAFFIC

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

1.06 DEWATERING

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

1.07 PROJECT OFFICE

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

1.08 TELEPHONE

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

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

1.09 TEMPORARY TOILETS

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

1.10 CONSTRUCTION WATER AND POWER

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

1.11 FENCES AND BARRICADES/SECURITY

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

1.12 SIGNS

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

1.13 COPIES OF STANDARDS AND CODES

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

END OF SECTION

SECTION 016600
PRODUCT HANDLING

1.00 GENERAL

1.01 SUMMARY

A. Section includes:

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

1.02 HANDLING

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

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

B. Packaging:

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

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

1.03 STORAGE

- A. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
- B. Store products at the site to facilitate inspection and measurement of quantity or counting of units.
- C. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

1. Do not subject slabs-on-grade to excessive loading by shoring, storage of materials or operation of construction equipment unless adequately protected by heavy planking. Maintenance of slabs in good condition is the responsibility of the Contractor who shall remove damaged areas of such slabs and replace them with new work, to the Architect's satisfaction, at no cost to the Owner.
- D. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- E. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- F. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- G. Locate storage piles, stacks or bins to avoid being disturbed, and protect from damage of any sort.
- H. Store materials and equipment in accord with their manufacturer's instructions, above grade, and properly protected from weather and construction activities.
- I. Payment may be withheld for improperly packaged and stored materials.

1.04 PROTECTION

- A. Protect all finished surfaces, including floors, jambs, and soffits of all openings used as passageways or through which materials and equipment must travel.
- B. Carts, hand trucks, wheelbarrows and similar wheeled conveyances used on or in any portion of the buildings shall be equipped with pneumatic tires, unless otherwise authorized by the Architect.
- C. Keep finished surfaces clean and unmarred until the date of acceptance.
- D. Refer to individual Specification Sections for additional specific product handling and protection requirements.

2.00 PRODUCTS

Not used.

3.00 EXECUTION

Not used.

END OF SECTION

9278, 9300 & 9350 N LOOP BLDGS.
SITE IMPROVEMENT PROJECT
EAST KERN HEALTH CARE DISTRICT
EKHCD#2026.100

PRODUCT HANDLING
016600-2

SECTION 017400 CLEANING

1.00 GENERAL

1.01 DESCRIPTION

A. Principal work in this Section:

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

1.02 SAFETY REQUIREMENTS

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

B. Hazard control:

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

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

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

2.00 PRODUCTS

Not used.

3.00 EXECUTION

9278, 9300 & 9350 N LOOP BLDGS.
SITE IMPROVEMENT PROJECT
EAST KERN HEALTH CARE DISTRICT
EKHCD#2026.100

CLEANING
017400-1

3.01 DURING CONSTRUCTION

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

3.02 FINAL CLEANING

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

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

END OF SECTION

SECTION 024119
SITE DEMOLITION AND CLEARING

1.00 STANDARDS

1.01 SUMMARY

A. Section includes:

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

1.02 REQUIREMENTS (Not Used)

2.00 MATERIALS (Not Used)

3.00 EXECUTION

3.01 LOCATING AND MARKING FACILITIES

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

3.02 CLEARING AND GRUBBING

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

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

3.03 DEMOLITION

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

3.04 BACKFILLING VOIDS

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

approved by the Construction-Phase Geotechnical Engineer.

3.05 CONTAMINATED SOIL

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

3.06 DISPOSAL

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

3.07 DUST CONTROL

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

3.08 EROSION CONTROL

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

3.09 TREE PROTECTION

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

4.00 SUBMITTALS (Not Used)

END OF SECTION

SECTION 055000
METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

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

1.6 COORDINATION

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

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

PART 2 - PRODUCTS

2.1 METALS, GENERAL

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

2.2 FERROUS METALS

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

2.3 NONFERROUS METALS

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

2.4 FASTENERS

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

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

2.5 MISCELLANEOUS MATERIALS

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

2.6 FABRICATION, GENERAL

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

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

2.7 MISCELLANEOUS FRAMING

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

2.8 SHELF ANGLES

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

2.9 METAL LADDERS

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

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

C. Aluminum Ladders:

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

2.10 MISCELLANEOUS STEEL TRIM

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

2.11 METAL BOLLARDS

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

- D. Prime bollards with zinc-rich primer.

2.12 LOOSE BEARING AND LEVELING PLATES

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

2.13 LOOSE STEEL LINTELS

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

2.14 STEEL WELD PLATES AND ANGLES

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

2.15 FINISHES, GENERAL

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

2.16 STEEL AND IRON FINISHES

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

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

3.2 INSTALLING METAL BOLLARDS

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

3.3 INSTALLING BEARING AND LEVELING PLATES

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

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

3.4 ADJUSTING AND CLEANING

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

END OF SECTION

SECTION 101400
SIGNAGE

1.00 GENERAL

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

1.01 SCOPE

- A. Signage as shown on the drawings and as specified, including but not limited to the following major items:
 - 1. Disabled access parking signs and gate signs.
 - 2. Building identification signs.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Paint finish

1.03 SUBMITTALS

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

1.04 DESIGN

- A. Work shall conform to Americans with Disabilities Act, ANSI A-117.1.\
- B. Raised characters shall comply with 11B-703.2
- C. Braille shall comply with 11B-703.3
- D. Visual characters shall comply with 11B-703.5
- E. Approved Systems (Manufacturers):
 - 1. ASI/Modulex, Inc. (213) 645-1400.
 - 2. Kroy, (800) 733-5769.
 - 3. Mowhawk Sign Systems, Inc. (518) 370-3433.
 - 4. California Contract, (818) 503-7241.

2.00 MATERIALS

2.01 PLAQUE SIGNS

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

2.02 PERMANENT TEXT SIGNS

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

2.03 PERMANENT TEXT - EXTERIOR

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

2.04 Not Used

2.05 DISABLE ACCESS SIGNS, OCCUPANCY SIGNS

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

2.06 EXTERIOR BUILDING IDENTIFICATION SIGNS

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

3.00 EXECUTION

3.01 PERMANENT TEXT

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

3.02 INSTALLATION

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

END OF SECTION

SECTION 321600
CURBS, GUTTERS, SIDEWALKS

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

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

- C. Notify District's Representative a minimum of 24 hours prior to commencement of concrete placement operations.
- 3.03 FORMING
- A. Place and secure forms to correct location, dimension, and profile.
 - B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
 - C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.
- 3.04 PLACING CONCRETE
- A. Place concrete in accordance with SSPWC Section 303-5.
 - B. Install ½" thick fiberboard expansion joint and snap cap. Seal with Sikaflex self-leveling sealant after removal of snap cap (typical).
 - C. Construct weakened plane joints conforming to SSPWC Section 303-5.4.3, 1 ¼" inch deep, at intervals not exceeding 12 feet.
 - D. The top edges of curbs shall have 0.5" radius.
- 3.05 FINISHING
- A. Concrete finishes shall be per SSPWC Section 303-5.5.
 - B. Portland cement concrete paving shall have a medium salted finish for slopes less than 6%, and slip-resistant at slopes of 6% or greater.
 - C. Walkway grades in excess of 5% shall conform to requirements of Section 11B-401 of the latest edition of the California Building Code.
 - D. Place curing compound in accordance with SSPWC Section 303-5.6 on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.
- 3.06 FIELD QUALITY CONTROL
- A. Contractor shall maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
- 3.07 PROTECTION
- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, vandalism and mechanical injury.
 - B. It is the Contractor's responsibility to replace all concrete work subject to vandalism and graffiti at no extra cost to the District.

END OF SECTION

9278, 9300 & 9350 N LOOP BLDGS.
SITE IMPROVEMENT PROJECT
EAST KERN HEALTH CARE DISTRICT
EKHCD#2026,100

CURBS, GUTTERS, SIDEWALKS
321600- 4



BY-LAWS

EAST KERN HEALTH CARE DISTRICT Cancer Fund / Cancer Walk Program

Policy- and Administrative-Code-Aligned Document

ARTICLE I – ESTABLISHMENT, NAME & AUTHORITY

The East Kern Health Care District Cancer Fund, including the Cancer Walk, is established as a District-sponsored program operating under the authority of the East Kern Health Care District Board of Directors. The program is not a separate legal entity and exists solely pursuant to Board action and applicable law.

ARTICLE II – PURPOSE & POLICY ALIGNMENT

The purpose of the Cancer Fund is to support cancer-related assistance and services for District residents in strict accordance with the East Kern Health Care District Cancer Assistance Fund Policy. In the event of any inconsistency, the Policy and any Board resolution shall control.

ARTICLE III – GOVERNANCE & OVERSIGHT

The Board of Directors retains full authority, oversight, and fiduciary responsibility over all Cancer Fund activities. Any advisory committee established shall serve in an advisory capacity only and shall not exercise independent authority.

ARTICLE IV – ADVISORY COMMITTEE

If established by the Board, an advisory committee may assist with community outreach and fundraising recommendations. Members are appointed and removed at the discretion of the Board and are subject to all District ethics and conflict-of-interest requirements.

ARTICLE V – MEETINGS & TRANSPARENCY

AGENDA ITEM II (e) PAGES 109-116

All advisory committee meetings shall comply with the Ralph M. Brown Act, including public notice, agenda posting, and public participation requirements.

ARTICLE VI – FUNDRAISING ACTIVITIES

Fundraising activities, including the annual Cancer Walk, are conducted on behalf of the District. All donations and sponsorships become public funds upon receipt and are subject to District fiscal controls and restrictions.

ARTICLE VII – FINANCIAL MANAGEMENT

Cancer Fund monies shall be deposited, accounted for, and expended by the District consistent with Board-approved budgets, delegated authority, and the Cancer Assistance Fund Policy. No funds may be disbursed without proper authorization.

ARTICLE VIII – DISTRIBUTION OF FUNDS

Eligibility, allowable expenses, documentation requirements, and methods of assistance are governed exclusively by the Cancer Assistance Fund Policy. Assistance shall not constitute an entitlement or private benefit.

ARTICLE IX – CONFLICTS OF INTEREST

All Board members, advisory committee members, and staff shall comply with applicable conflict-of-interest laws and District disclosure requirements. Any individual with a conflict shall recuse from participation.

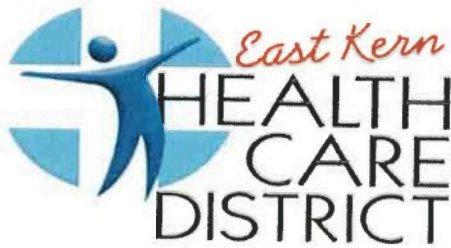
ARTICLE X – AMENDMENTS

These By-Laws may be amended only by resolution of the Board of Directors at a duly noticed public meeting.

ARTICLE XI – TERMINATION

Upon termination of the Cancer Fund, remaining monies shall continue to be used solely for cancer-related public health purposes consistent with Board direction and District policy.

Adopted by the East Kern Health Care District Board of Directors on _____



East Kern Health Care District

Cancer Fund – Policies and Procedures

1. Purpose and Statutory Alignment

The East Kern Health Care District (EKHCD) Cancer Fund is established to provide limited financial assistance to eligible residents of the District who are undergoing cancer diagnosis or treatment and who demonstrate financial hardship. This program is intended to advance the District's public health mission consistent with the California Health and Safety Code governing local health care districts, including the provision of community health benefits and charitable services. The Cancer Fund is supplemental in nature and does not replace insurance coverage, governmental benefits, or other financial assistance programs.

2. Scope

These policies and procedures govern all aspects of the Cancer Fund, including solicitation and acceptance of donations, eligibility determination, approval and disbursement of assistance, internal controls, confidentiality, appeals, reporting, and audit oversight.

3. Legal Authority and Governance

3.1 Governing Authority

The Cancer Fund operates under the authority of the EKHCD Board of Directors (Board), pursuant to applicable provisions of the California Health and Safety Code and District bylaws.

3.2 Board Oversight

The Board retains full fiduciary and policy oversight of the Cancer Fund, including approval of these policies, annual funding limits, and material program changes.

3.3 Delegation of Administration

The Board may delegate day-to-day administration to the District Administrator and/or a formally established Cancer Fund Committee through Board resolution.

4. Definitions

- **Applicant:** An individual who submits a completed application requesting assistance from the Cancer Fund.
 - **Assistance:** Financial support approved pursuant to these policies for covered cancer-related expenses.
 - **Cancer Fund Committee:** A committee authorized by Board resolution to review and recommend assistance awards.
 - **Eligible Resident:** An individual whose primary residence is within the geographic boundaries of EKHCD.
 - **Financial Hardship:** A documented inability to meet basic living or medical expenses related to cancer care.
-

5. Funding Sources and Fiscal Controls

5.1 Funding Sources

- Public and private donations
- Grants approved by the Board
- Fundraising activities authorized by the Board
- Budgetary allocations approved by the Board

5.2 Segregation of Funds

Cancer Fund monies shall be maintained in a segregated account and used exclusively for Cancer Fund purposes.

5.3 Prohibited Use

Funds shall not be used for political activities, unrelated operational expenses, or any purpose inconsistent with District authority.

6. Eligibility Requirements

An applicant must meet all of the following criteria:

1. Residency within EKHCD boundaries at the time of application.
2. Verification of a cancer diagnosis requiring active or planned treatment.
3. Demonstrated financial hardship supported by documentation.
4. Disclosure of other available financial resources and insurance coverage.
5. Submission of a complete application with required authorizations.

Eligibility determinations shall be made without discrimination and consistent with applicable civil rights laws.

7. Covered and Non-Covered Expenses

7.1 Covered Expenses

Subject to funding availability and approval:

- Cancer-related medical bills not covered by insurance
- Prescribed medications related to cancer treatment
- Transportation and lodging necessary for treatment access
- Medically necessary supplies ordered by a licensed provider

7.2 Non-Covered Expenses

8. Assistance Limits

- The Board shall establish maximum assistance limits by resolution.

- Assistance may be limited per applicant, per treatment episode, or per calendar year.
 - Approval of assistance creates no entitlement to future funding.
-

9. Application and Administrative Procedures

9.1 Application Submission

Applicants must submit a District-approved application form with all required supporting documentation.

9.2 Incomplete Applications

Applications lacking required information shall be deemed incomplete and will not be considered.

9.3 Verification Rights

EKHCD reserves the right to verify all submitted information and request additional documentation.

10. Review, Approval, and Workflow

10.1 Initial Review

Administrative staff shall conduct an initial eligibility and completeness review.

10.2 Committee Review

Qualified applications shall be reviewed by the Cancer Fund Committee, if established, which shall document recommendations for approval or denial.

10.3 Final Approval Authority

Final approval authority shall rest with the District Administrator within Board-approved limits, or with the Board when required by resolution or funding thresholds.

10.4 Documentation

All decisions shall be documented in writing and retained in accordance with record retention requirements.

11. Payment and Disbursement Procedures

- Payments shall be made directly to medical providers or vendors whenever feasible.
 - Reimbursements to applicants require original receipts and prior approval.
 - Cash payments to applicants are prohibited.
-

12. Appeals Procedure

12.1 Right to Appeal

An applicant may appeal a denial or assistance amount determination within fifteen (15) calendar days of written notice.

12.2 Appeal Submission

Appeals must be submitted in writing and include supporting justification or new information.

12.3 Appeal Review

Appeals shall be reviewed by the District Administrator or Board designee not involved in the original determination.

12.4 Final Decision

The appeal decision shall be final and communicated in writing.

13. Confidentiality and Privacy

All applicant information shall be treated as confidential and handled in compliance with applicable privacy laws. Access is limited to authorized personnel with a legitimate business purpose.

14. Conflict of Interest

All Board members, recuse themselves from participation. committee members, officers, and staff shall comply with District conflict-of-interest policies and applicable state law. Individuals with a conflict shall

15. Recordkeeping, Reporting, and Audit

- Complete and accurate records shall be maintained for all Cancer Fund activities.
 - Annual summary reports shall be presented to the Board.
 - The Cancer Fund is subject to internal control review and independent audit as part of the District's financial statements.
-

16. Policy Review and Amendments

These policies shall be reviewed no less than biennially and may be amended only by formal action of the Board.

17. Board Resolution and Adoption

These Cancer Fund Policies and Procedures are adopted by resolution of the East Kern Health Care District Board of Directors and shall remain in effect until amended or repealed by subsequent Board action.

Adopted By Board Resolution No.:

Adoption Date:

Effective Date:

Last Reviewed:



Staff Report

Name: Rubi Rizo

Position: Acting District Manager

Reporting Period 07/01/26-07/21/26

Reporting on:

- I. Office Movement updates, IT, WIFI
- II. WIFI Connectivity grants, programs, Future needs for Community Needs Health Implementation Plan IE- connectivity for telehealth
- III. Staff Overview
- IV. Resolution and Ordinances

Goals: MANY (=

Director's Comments:

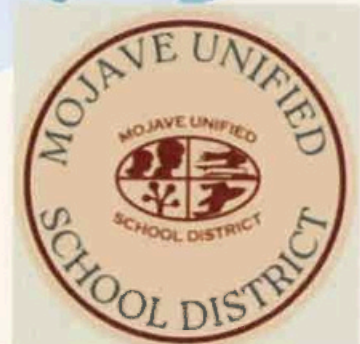
Let's Get vaccinated



Scan the QR Code to RSVP

In partnership with Kern Family Health Care and Clinica Sierra Vista, MUSD will be hosting a mobile clinic for our MUSD families.

- July 28th from 9:00am - 11:30pm and 12:00pm - 1:30 at California City Middle School. 9736 Redwood Blvd.
- August 10th from 9:00am - 11:30pm and 12:00pm - 1:30pm at MUSD District Office. 3200 Pat Avenue
- Immunizations, Flu shots and physicals will be available. Scan the QR Code above to RSVP.



Vamos a vacunarnos



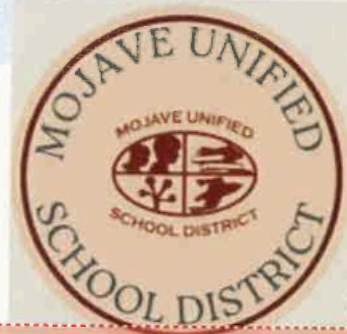
Escanea el código QR para
confirmar tu asistencia.

En colaboración con Kern Family Health Care y
Clínica Sierra Vista, MUSD ofrecerá una clínica
móvil para nuestras familias de MUSD.

- July 28th from 9:00am - 11:30am and 12:00pm
- 1:30pm at California City Middle School.
9736 Redwood Blvd.
- August 10th from 9:00am - 11:30am and
12:00pm - 1:30pm at MUSD District Office.
3200 Pat Avenue
-

Se ofrecerán vacunas, incluyendo la vacuna
contra la gripe, y exámenes físicos. Escanee
el código QR de arriba para confirmar su
asistencia.

 Kern Family
Health Care.





Thank you to our current sponsors!



VENDOR	MEMO LINE	AMOUNT
ACE HARDWARE	Trimmer wire, Trash Bags, broom and dustpan, Carpet Cleaner, 2 shovels for weeds, utility knives, Ortho Spray, Rug doctor for carpets at 9278 North Loop,	\$433.86
Aleshire & Wynder	Billing period for June 2026, Legal Counsel	\$3,281.10
Amazon	District Supplies: Light Bulbs, Blind Replacement, Recessed Lighting, Baseboard, Glue above supplies for 9300 North Loop suite #A	\$543.27
DIGITECH	Invoice# 21547 Monthly Service fees 0702 to 0801 2026 8101 Bay Ave	\$ 49.99
Golden Hills IT	Quote 1091 TP Link Bridge Kit for NETWORK, Uninterruptable service power supply	\$1991.62
Expense Reimbursement Rubi Rizo	Expense Reimbursement Form, GM summit meals, preapproved 02/17/26 from 1,500 budget for GM summit	\$116.78
Joselito Lacson	INVOICE # 2608 Coordination and Revisions for 8101 Bay Ave, North Loop Site project	\$4,000
Mobile Modular	Invoice # 2932808 0707 to 0805 2026	\$ 972.78
Spectrum	2026 0501 to 0531 Invoice# 126318801120126 8101 Bay APT COAX 212948401 \$160.00 8191 Bay \$10.83 9300 N Loop, 127902701 \$276.53	\$447.36
Southern California Edison	2026 0610 to 0709	\$1,092.86

Date: July 21st , 2026, Vendor Payment List

Board Approval _____

	9300 N Loop 8000222683 \$897.82 8100 Aspen Mall 8001112753 \$158.47 8100 Aspen Ave 8001112989\$36.57	
TOTAL ITEMS = 11		TOTAL = \$12,929.62



DEBIT CARD PAYMENT LIST

DATE: July 21st, 2026

VENDOR	MEMO LINE	AMOUNT
American Heart Association	Shop CPR Manual EBOOKS District Property	\$67.45
Heart CPR	BLS Instructor Registration, CPR classes to align with overall Strategic/Safety Plan	\$ 359.00
TOTAL ITEMS= 2		TOTAL= \$ 426.45

ACTION MINUTES
EAST KERN HEALTH CARE DISTRICT
BOARD OF DIRECTORS

5:30 p.m. Tuesday July 07th, 2026, (Hybrid and Zoom)

*MISSION STATEMENT: "Building health,
well-being, and resiliency"*

Video Time Code	ITEM AS AGENDIZED	BOARD ACTION Motions are identified in bold as First: Second
5:38	I. OPEN MEETING	Rojas, J
5:39	A. PLEDGE OF ALLEGIANCE/INVOCATION	Peralta, L
5:39	B. CALL TO ORDER AND ROLL CALL	Rojas, J Peralta, L Macedonio, K Royten, S was present online however due to inability to share video was unable to vote during the meeting. Patrick, L. was absent

5:41	C. APPROVAL OF AGENDA	Macedonio, K, Rojas, J Motion carried 3-0
5:43	II. NEW BUSINESS a. Crystal Lynn from CLASS b. Fernando Teixeira from "Good Samaritan" opening conversations c. Eva Hebebrand Financials 1. Balance Sheet unaudited May 2026 2. Profit and Loss unaudited May 2026 3. Budget VS Actuals May 2026 4. Check detail May 2026 5. Budget Approval for 2026-2027 d. Board consideration and possible action regarding response to Medallion Contracts for North Loop Site Improvement Project RFB 9278,9300,9350 Accessible Path of Travel ADA Compliance and possible vote for contract e. Board Discussion and possible action to review Mission and Vision Statement to align with development of Strategic Plan f. Amendment to Code of conduct 2-1.409 (B) # (6) g. Board Discussion and possible Action for Yearly Sponsorship/Membership of the Desert Rose Garden Club	a. Presentation made by Crystal Lynn from Class on the benefits of having a pooled account and the types of investments offered. b. Presentation made by Fernando Teixeira on the benefits of Good Samaritan and the services they can bring to the area. c. Eva Hebebrand went over current financial balances for the month of May. d. Will be brought back after legal counsel review. e. Will be brought back by the General Manager when more information is prepared. f. Will be brought back by the General Manager when all Directors are present.

		g. Will Bring back when Policies and Procedures are available for review.
6:48	III. PUBLIC COMMENTS	Comments made commending Directors Royten, S. and Rojas,J.
6:50	IV. COMMUNITY ANNOUNCEMENTS	Flyers will be posted on EKHCD.ORG
6:53	V. STAFF REPORT A. Rubi Rizo I. Office Movement \$1190.38 out of \$3,000 budget for Move II. GM Summit \$1345.48 out of 1,500 budget, Conference Reimbursement of \$890.00 III. New Staff Member	• Bring written policies and procedures for sponsorships and memberships, as well as a list of previously approved memberships (e.g., SDRMA, Kern County, Kern EDC, Chamber of Commerce, Desert Rose) to the next meeting. • Begin discussions at the first meeting in August about summer

		programs in the park for the following year, including swimming lessons and collaborations with Park and Rec or other entities. • Follow up with the Special District Leadership Foundation regarding outstanding certificates. • Coordinate group sign-up for the 38th Annual Career EDC Annual Dinner and inform interested board members. Collaboration • Rubi and the Board: Reach out to Crystal to inform her of the district's decision regarding California CLASS. • Rubi and the Board: Keep in touch with the representative from Good Samaritan Hospital regarding potential collaboration and bring a recommendation to a future meeting.
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6:56	CONSENT CALENDAR A. Vendor Payments Debit Payment (INFORMATION ONLY) B. APPROVAL OF MINUTES 1. Regular Meeting June 16th, 2026	Macedonio, K, Rojas, J Motion carried 3-0
6:56	VII. CLOSE MEETING	
6:58	A. PRESIDENT'S COMMENTS	None
6:58	B. DIRECTOR'S COMMENTS	None
6:58	C. DIRECTOR'S REPORTS	None

6:59	D. FUTURE AGENDA 1. Summer Programs in the park 2. Policies and Procedures for sponsorships and memberships to be viewed 3. Review and possible action to resume Zoom recordings of meetings of East Kern Health Care District 4. R. Rizo presents homework and progress review of MJHMP 5. R. Rizo Mission and Vision Review to suit new strategic planning process	Macedonio, K, Rojas J Motion Carried 3-0
7:02	E. ADJOURNMENT	Rojas, J., Macedonio, K