

09/19/23

EKHCD SPECIAL MEETING PACKET ADDENDUM

THE INCLUDED DOCUMENTS ARE FOR THE FOLLOWING AGENDA ITEMS:

CC1: VENDOR CHECKS

Page 2

CB2: BAY AVE FIRE REPAIR

Pages 3 - 13

VENDOR	MEMO LINE	AMOUNT
Aleshire & Wynder, LLP	2023 – August, #79880 Retainer \$1236.00 Retainer Excess \$1140.00	\$2376.00
D David Hebebrand, CPA	2022 – March, April and May, #22-1474	\$1911.25
Digitech	2023 – September 1 to 30, #16728, \$42.99 2023 – 0911 – Service Call 8051-8101 Bay Ave, Sensor #11, \$16807, \$135.00	\$177.99
Frontier	2023 – 0828 to 0927, 760-373-2804-102413-5, \$184.69	\$184.69
Golden Hills IT 979 West Valley Blvd Ste 2 Tehachapi, CA 93561	2023 – 0908, #1875 Consultation and Basic Repairs	\$424.50
Martha’s Cleaning Service P O Box 2238 California City, CA 93504 661-202-0746	2023 – 0915 – 9300 N Loop Vacant Areas, strip floor and freshen walls and light fixtures	\$350.00
Mojave Desert News	2023 – 0831 Board Vacancy Legal Notice, #56927, \$103.09 2023 – 0831 Board Vacancy Banner Ad, #56922, \$35.00	\$135.09
Southern California Edison	2023 – 0808 to 0906 8000222683, 9300 N Loop, \$1564.77 8001112753, 8100 Aspen Mall, \$269.54 8001112989, 8100 Aspen Mall #B, \$107.69 Late Fee \$7.09	\$1949.09
Southern California Gas Co	2023 – 0810 to 0911 049 013 9910 7, 9300 N Loop, \$21.07 157 960 3623 2, 8051 Bay Ave, \$.34	\$21.41
		9 CHECKS, \$7533.02

JOSELITO M. LACSON, Designer

August 31, 2023

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

Attn Karen:

I am pleased to submit the proposal for the overall architectural scope of work for the fire and water damage repair at 8101 Bay Ave. building located in California City, CA.

Please review scope of services and fees for this project:

Phase 1 – Architectural Plans (per McLarens Insurance guidelines)

- Site Plan and Title Sheet
- Cal Green General Notes
- Demolition Floor and Ceiling Plans
- Reconstruction Floor Plan
- Reconstruction Ceiling Plan
- Existing Bldg. Elevations
- Finish Schedule
- Door Schedule

- **Phase 1 Total fixed fee - \$16,000.00**

Phase 2 – Architectural Plans ('Code Upgrades' as required by Bldg. & Safety after initial review)

- Full scope of work shall be determined after initial comments from Bldg. & Safety

- **Phase 2 fee – will be based on time & material with an hourly rate of \$125/per hr.**

JOSELITO M. LACSON, Designer

SCOPE OF WORK: (Phase 1 & 2)

1. Architectural plans required for Planning, Building and Safety and Fire department submittal for review and approval.
2. Plan check corrections required by Planning, Building and Safety and Fire department prior to issuance of building permit.
3. Coordination of Architectural Plans with McLarens construction management team DND Construction Services

PAYMENT SCHEDULE : (Phase 1)

- \$ 5,000.00 – Retainer fee due upon approval of contract
- \$ 4,500.00 – Upon completion of Floor Plan, Ceiling Plan, Elevations and Finish Schedule
- \$ 5,500.00 – Upon initial submittal of plans to Planning Dept. and Bldg. & Safety
- \$ 1,000.00 – Upon approval of plans from Planning Dept. and Bldg. & Safety

PAYMENT SCHEDULE : (Phase 2)

Shall be based on the scope of work required by Bldg. & Safety and billed on a monthly basis.

Fee schedule for phase 1 is based on the initial fire and water damage assessment report provided by McLarens outside consultant. Additional assessment of the existing building was also performed by District's engineering team during a site visit on Aug. 25, 2023. As noted by Marcus Hackler, construction services representative of McLarens, the District must submit a complete set of plans for all building repairs as one project and shall be awarded the complete scope of work under one contract.

Fee schedule for phase 2 will be based on any scope of work issued as a 'code requirement item and/or California City code ordinance' by California City Building and Safety Division. All additional work under 'code upgrades or city ordinance', shall be submitted to Diane Gordon of McLarens for review and approval prior to completing any additional scope of work. All additional scope shall also be under one set of plans and shall be awarded the complete scope of work under on contract.

JOSELITO M. LACSON, Designer

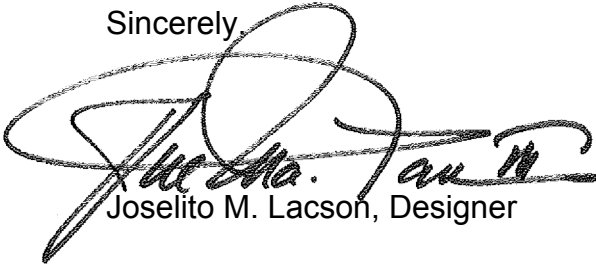
Excluded scope of work from the architectural proposal is the existing fire sprinkler system. Further evaluation and possible modification to the existing fire sprinkler system will be determined once the building department completes their initial review of the repair plans.

All fees required to process plans with Bldg. & Safety and other agencies will be the responsibility of the client.

Payments are due within fifteen (15) days of the invoice date. After thirty days, the designer may suspend services under this contract until the invoice is paid in full. Upon your approval, please return the signed copy.

I look forward to doing business with you.

Sincerely,

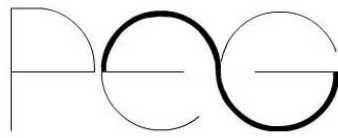


Joselito M. Lacson, Designer

Accepted and acknowledged:

Client

Print and sign



August 31, 2023

Joselito M. Lacson
40532 Polo Ct.
Palmdale, CA 90041

**Re: Proposed Fire Damage Repair at Bay Avenue Building
8101 Bay Avenue
California City, CA. 93305**

Dear Joselito:

Please accept this letter as our engineering service proposal for the above referenced project. The project scope is to determine the existing conditions that are non compliant to the current Electrical Codes. This proposal is based on the site walk conducted last August 25, 2023 at Bay Avenue building.

The following are the electrical code non existing conditions:

1. The Main Electrical Switchboard located in the electrical closet is in violation of code required working clearance per National Electric Code 110-16. Working Space About Electric Equipment (600Volts Nominal, or less).
2. The electrical panel A located in Main Conference Room electrical closet is in violation of code required working clearance per National Electric Code 110-16. Working Space About Electric Equipment (600Volts Nominal, or less).
3. A number of electrical **duplex** receptacles near sinks are not ground fault circuit interrupter (GFCI) type are in violation of National Electric Code 210-8.
4. All existing lighting system is not in compliant with the latest Title 24 Energy Code. Existing system installed are fluorescent lamps with toggle switches. Latest Title 24 Energy Code requires less power density, dimming switches, lighting occupancy sensors and photocell controlled lighting in areas with windows. Entirely new lighting system is needed to comply with latest Energy Code.
5. Existing emergency lighting unit equipment in the hallway areas, lobby, and main conference room do not meet the emergency egress lighting minimum foot-candle requirement by California Building Code.
6. The existing lighted exit signs in most areas are inadequate for egress lighting.

Our work shall include:

A. Design Phase

1. Review of electrical as built drawings and one site visit for verification of existing conditions.
2. Coordination with Architect, Consultants, and all other members of the design team.
3. Preparation of final drawings suitable for, bid, construction.
4. Preparation of Specifications in final typed form.
5. Submittal to Building and Safety Department through your office.

B. Construction Administration Phase

1. Review Shop Drawings.
2. Responses to inquiries during bid and construction.
3. Assistance to Architect with clarifications and addenda.
4. Provision of one final punch list at the finish of construction.

Our proposal for **Phase 1** to bring the building back to the same original condition prior to fire is **\$ 7,865.**

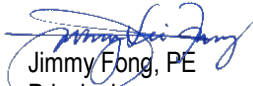
Our proposal for **Phase 2** to correct the above electrical and energy code violations including providing new wiring to any HVAC units being replaced is **\$19,620**

Our hourly rates are as follows:

Principal	\$190/hr
Engineer	\$150/hr
Draftsman	\$85/hr
Clerical	\$55/hr

Sincerely,

PACIFIC ENGINEERS GROUP


Jimmy Fong, PE
Principal

Quotation for Engineering Services



Hovde Engineering Inc.
1201 Coe Street
Camarillo, CA 93010
(805) 388-7689
1-800-982-4270

Energy * Drafting * Engineering
darrell@energystudy.com

To: Joselito Lacson

August 30, 2023

Job Title:

8101 Bay Ave Phase 1

Job Scope:

Mechanical

Documentation as required to replace ducting and appurtanances to function in the repaired floorspace \$400

Plumbing

Documentation as required for permit meet the new floor plan for the damaged space - \$600

Energy compliance - Completed previously, any modifications during design will be at no cost.

Price: \$1,000

Quote Expires on: 2/26/24

Proposed by:

Hovde Engineering Inc

Darrell A Hovde

Darrell A. Hovde, PE

Agreement by

Printed Name

Signature

Date

Engineering Services Agreement

August 31, 2023

Prepared For: Karen Macedonio

AL7 ENGINEERING, LLC (Consultant) is pleased to present this “**Proposal**” to **Karen Macedonio (Client)** to provide engineering design services for the property at **8051-8101 Bay Ave California City, CA 93505**. Should terms and provisions described in this proposal satisfactory in its entirety, this shall be used as the agreement “**Contract**” between the involved parties. This contract shall be signed, scanned and sent to our office as the official record for this contract with the deposit as set forth in the payment schedule.

1.0 PROJECT DETAILS

Project Site: 8051-8101 Bay Ave California City, CA 93505

Project Understanding:

Phase I – Provide Structural plans and calculations for the lateral force resisting elements on the northwestern portion of the building due to fire damage rework (Reference ASCE 7-16 Appendix 11B Existing Building Provisions).

Phase II – Fees to be determined upon review of the proposed code upgrades per architectural and mechanical plans.

Client(s): Karen Macedonio

Client Address (If Different From Above): 9300 N Loop Blvd California City, CA 93505

Phone Number: (213)445-5875

EMAIL: directormacedonio@ekhcd.org

2.0 DESIGN PHASE DESCRIPTION OF SERVICES

Structural Design: As applicable, provide roof and framing plans, foundation plan, construction notes, and construction details.. If there is no soils report provided by the client at the start of the design process, the proposed foundation system (as applicable) will be designed per current California Building Code, and shall use a maximum soil bearing pressure of 1500 psf.

Structural Calculations: Provide structural analysis, which includes vertical and lateral forces, as required. Design standards shall reflect current local city/county and state building code.

Plan Check Corrections: Provide plan check corrections required by the city.

Not Included:

- Any Fees by the city, county, or local agencies required for submittal or final approval
- Any additional consulting services required by the city or county for plan completion
- Construction Phase Services such as structural observation, or site inspections

3.0 PAYMENT SCHEDULE

Based on the Description of Services in Section 2.0 of this contract, the total fixed fee for the service is **\$5,000**. This fee estimate is only valid within 30 days of agreement date. Any work outside of the above Description of Services, or any changes in the plans after owner approval shall be billed at a rate of \$150 per hour at 3 hours minimum.

Fee	Description
\$2500	Retainer fee within 7 days of signed contract
\$2500	Payment due upon completion of structural design, prior to first submittal.

4.0 ADDITIONAL FEES, AS REQUIRED

Fee	Description
\$650	Site Visit
\$150 per hour	Three-hour minimum fee for Structural Observations and Report. Fees include travel time from portal to portal. Payment for structural observation report must be paid on site <i>immediately</i> after the inspection.
\$150 per hour @ 3 hours minimum	Changes in scope of design authorized by the CLIENT after the start of working drawings. The change order fee shall be approved by the CLIENT prior to start of revision

5.0 GENERAL TERMS AND CONDITION:

5.1 GENERAL: The Client shall provide the CONSULTANT all information and documents necessary for the CONSULTANT to provide its services hereunder. The CONSULTANT shall be entitled to rely upon the accuracy and completeness of all such information and documents. Nothing in this CONTRACT shall create a contractual relationship with, duty to, or a cause of action in favor of any third party against the CONSULTANT or CLIENT. The parties waive any and all claims for consequential damages, incidental damages, economic damages, lost profits, and loss of use damages relating to this CONTRACT, any services provided by CONSULTANT or in relation to the project. The CONSULTANT may terminate this CONTRACT at any time for any reason, without liability to the CONSULTANT. Upon such termination, all outstanding amounts owed to the CONSULTANT shall be paid in full. Neither party may assign this CONTRACT without the express written consent of the other party.

5.2 BILLING: Payment is due on receipt of invoice and shall be paid within 7 days. Any objections to the billing must be made within (14) days, in writing, or those objections are waived. A service charge of 1.5% per month will be added to any invoice unpaid by CLIENT after 30 days. The CONSULTANT has the right to suspend its service and/or terminate this Agreement, without any liability to the CONSULTANT, if payment is not made when due. In the event the CONSULTANT must institute action to collect money owed under this CONTRACT, then the prevailing party shall be entitled to its reasonable attorney's fees and expert witness fees and costs incurred therein.

5.3 LIMITATION OF LIABILITY: To the fullest extent permitted by law, and notwithstanding any other provisions of this CONTRACT or the existence of the current insurance coverage at the time of services, that the total liability arising out of or in any way related to this Agreement, CONSULTANT, or the project, from any theory or cause of action, including but not limited to negligence, strict liability, indemnity, breach of contract, shall not exceed the total compensation received by the CONSULTANT under this Agreement or amount covered by the current liability insurance, whichever is greater. Under no circumstances shall CONSULTANT be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the signed and approved plans and specifications. This limitation shall be inclusive of any and all attorney and expert fees and all costs incurred by the other party. Insurance. The CONSULTANT a professional liability insurance, and if the CLIENT directs the CONSULTANT to obtain increased insurance coverage, the CONSULTANT will take out such additional insurance, if obtainable, at the Client's expense.

5.4 WORK PRODUCT: The CONSULTANT will provide CLIENT and third parties at the direction of the CLIENT copies of any of CONSULTANT'S work product in electronic format with the understanding that any reuse of the work product by CLIENT or any third party is at their sole risk. CLIENT agrees to defend indemnify and hold the CONSULTANT harmless from any and all claims arising from the reuse of any of the work product.

5.5 CONSTRUCTION PHASE. If the CONSULTANT'S services include the preparation of documents to be used for construction and the CONSULTANT is not retained to make periodic site visits, the CLIENT assumes all responsibility for interpretation of the documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT in any way connected thereto. If the CONSULTANT provides construction phase services, the CONSULTANT shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall CONSULTANT have any authority or responsibility to stop or direct the work of any contractor. The CONSULTANT'S visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the CONSULTANT. CONSULTANT neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The CONSULTANT is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this CONTRACT. The CLIENT agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the CLIENT and the CONSULTANT for all claims and liability arising out of job site accidents; and that the CLIENT and the CONSULTANT shall be made additional insureds under the contractor's general liability insurance policy.

5.6 RIGHT OF TERMINATION

The CLIENT shall provide the CONSULTANT regular updates with the project status during the plan check phase. If the CLIENT does not send any updates with the project within a 6 month period, or if the project has not been submitted to the city/county for plan check within 6 months of submitted, the CONSULTANT may terminate this CONTRACT, without liability to the CONSULTANT.

5.7 CERTIFICATE OF MERIT

The Client shall make no claim for professional negligence, either directly or in the third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent professional currently practicing in the same discipline as the Engineer and licensed in the State of California. This certificate shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing services under similar circumstances and same vicinity; c) state, in complete detail, the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

By Authorizing below, means acceptance of this agreement in its entirety.