IMPERIAL VALLEY
HEALTHCARE DISTRICT

BOARD OF DIRECTORS
Katherine Burnworth, President | Laura Goodsell, Vice-President | James Garcia, Treasurer | Enola Berker, Secretary | Rodolfo Valdez, Director | Felipe Irigoyen, Director| Arturo Proctor, Director

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
THURSDAY, OCTOBER 08, 2026, 6:00 P.M.

Pioneers Memorial Hospital | PMH Auditorium
207 W. Legion Road, Brawley, CA. 92227

Join Microsoft Teams
Meeting ID: 297 031 999 441 807
Passcode: kX6ga6Py

~ CLOSED SESSION ~ 6:00 p.m.

a. **CONFERENCE WITH CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities
Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Carly Zamora
Negotiating parties: Pablo Velez, ECRMC, City of El Centro
Under negotiation: Closing conditions related to Asset Transfer Agreement

b. **CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (Gov. Code 54956.9(d)(2))**
- One Potential Matter

c. **Hospital Quality Issues — Health & Safety Code § 32155**

1. **Call to Order ~ 6:30 or immediately following closed session**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Request for Remote Appearance by Board Member(s)**, *if Applicable*

5. **Consider Approval of Agenda**
In the case of an emergency, items may be added to the agenda by a

majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

6. **Public Comments**
   At this time the Board will hear comments on any agenda item. If any person wishes to be heard, they shall stand; address the president, identify themself,

   and state the subject for comment. Time limit for each speaker is 3 minutes individually per item to address the Board. Individuals who wish to speak on multiple items will be allowed four (4) minutes in total. A total of 15 minutes shall be allocated for each item for all members of the public. The board may find it necessary to limit the total time allowable for all public comments on items not appearing on the agenda at anyone one meeting to one hour.

7. **Board Comments**
   Reports on meetings and events attended by Directors; Authorization for Director(s) attendance at upcoming meetings and/or events; Board of Directors comments.
   a. Brief reports by Directors on meetings and events attended
   b. Schedule of upcoming Board meetings and/or events
      i. Special Meeting of the Board of Directors Anticipated October 13, 2026 (Merger-Related) at ECRMC
      ii. PMH Foundation Annual Fall Gala October 15, 2026
      iii. ECRMC Foundation Denim & Diamonds Purse Bingo Fundraiser October 15, 2026
      iv. ECRMC Joins IVHD: A Community Celebration October 19, 2026 9:00 a.m. at ECRMC
   c. Report by Merger Strategic Planning Ad-Hoc Committee
   d. Finance Committee Update

8. **Consent Calendar**
   Any member of the Board may request that items for the Consent Calendar be removed for discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

   a. Approve minutes for meetings of September 24, 2026.

9. **Items for Discussion and/or Board Action:**
   a. <u>Staff Recommends Action to Authorize:</u> Agreement with ETC Building & Design, Inc. for Material Testing and Condition Assessment
      <u>Presented by:</u> Carly Zamora, Interim CEO
      <u>Contract Value:</u> $1,072,617.00
      <u>Contract Term:</u> Refer to preliminary proposed schedule provided by ETC Building & Design. Preliminary proposed schedule will be further refined and coordinated with Imperial Valley Healthcare District, design

consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.
Budgeted: Required seismic upgrades

b. Staff Recommends Action to Authorize: Resolution No. 2026-1008, Resolution of the Imperial Valley Healthcare District Board of Directors Accepting the Transfer of El Centro Regional Medical Center and Authorizing Actions to Complete the Transaction
Presented by: Adriana Ochoa, Legal Counsel

c. Discussion and Possible Action to Approve Organizational Chart for Imperial Valley Healthcare District After Merger

10. Management Reports

a. Finance: Lenin Valdes – Controller
b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer
c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations
d. Executive: Carly Zamora – Interim Chief Executive Officer
e. Legal: Adriana Ochoa – General Legal Counsel

11. Items for Future Agenda

This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming meetings and/or identify press release opportunities.

12. Adjournment

a. A **special meeting** of the Board of Directors is anticipated for October 13, 2026 at 6:00 p.m. at El Centro Regional Medical Center at 1271 Ross Avenue, El Centro, CA 92243. The next **regular meeting** of the Board will be held on October 22, 2026, at 6:00 p.m. at 601 Heber Ave. Calexico, CA 92231.

POSTING STATEMENT

A copy of the agenda was posted October 02, 2026, at 207 W. Legion Road, Brawley, Ca. 92227 at 9:30 p.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

In compliance with the Americans with Disabilities Act, if any individuals request special accommodations to attend and/or participate in District Board meetings please contact the District at (760)970- 6046. Notification of 48 hours prior to the meeting will enable the District to make reasonable accommodation to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

MEETING MINUTES
SEPTEMBER 24, 2026
REGULAR BOARD MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 24TH OF SEPTEMBER AT 1271 ROSS AVENUE, EL CENTRO, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

1. CLOSED SESSION ~ 6:00 p.m.

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities
Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Carly Zamora
Negotiating parties: Pablo Velez, ECRMC, City of El Centro
Under negotiation: Closing conditions related to Asset Transfer Agreement

b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code 54956.9(d)(1))
- Adriana Pacheco v. IVHD (BETA Claim No. 25-000240)
- Castro v. IVHD (BETA Claim No. 25-000453)

c. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (Gov. Code 54956.9(d)(2); (d)(3))
- One Potential Matter

BOARD RECONVENED INTO OPEN SESSION AT 6:57 p.m.
No reportable action taken in closed session

2. TO CALL ORDER:
The regular meeting was called to order in open session at 6:57 p.m. by Director Goodsell.

3. ROLL CALL-DETERMINATION OF QUORUM:

Vice-President	Laura Goodsell
Treasurer	James Garcia
Secretary	Enola Berker
Trustee	Felipe Irigoyen
Trustee	Rodolfo Valdez
Trustee	Arturo Proctor

ABSENT:
Kathie Burnworth - President

GUESTS:
Adriana Ochoa – Legal/Snell & Wilmer

4. PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR GOODSELL.

5. APPROVAL OF REQUEST FOR REMOTE APPREARANCE BY BOARD MEMBERS: None

6. CONSIDER APPROVAL OF AGENDA:

Motion was made by Director Valdez and second by Director Garcia to approve the agenda for August 27, 2026. Motion passed by the following vote wit:

AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor

NOES: None

7. PUBLIC COMMENT TIME:

Flavio Grijalva is the business representative for Teamsters Union Local 542 representing the El Centro Regional Medical Center. He is here to address the transition of El Centro Regional Medical Center into the Imperial Valley Healthcare District and to ensure that the public, the district and the hospital administration understand the legal requirements that protect the workers who keep this hospital running.

Karla Flores, a Calexico Resident, is here because he feels this board needs to more outreach for Measure N because they have a different impression and if the board wants the community to support, she thinks that power needs to be sent out because they are thinking otherwise. They were thinking that they were going to be paying two different taxes at the same time but reading the minutes she read that they were only going to have one. She thinks that it is very important to have more communication with the community because they are not aware and she is hearing a lot of negativeness about this measure and in order to prosper this in the future there needs to be more outreach.

8. BOARD COMMENTS:

a. Brief reports by Directors on meetings and events attended.

Director Berker attended the Woman's Auxiliary meeting, and they are starting their country kitchen and the things for their fundraisers.

b. Schedule of upcoming Board meetings and events.

None

c. Report by Merger Strategic Planning Ad-Hoc Committee

Adriana reported that the Ad-Hoc Committee continues to meet regularly to evaluate the status of the merger. Everything still looks good. We are still moving ahead. They have been meeting with bondholders and bondholder council to finalize amended bond documents that this board will assume hopefully at the next board meeting, and they still continue to anticipate a successful closure in October.

d. Finance Committee Update.

Director Garcia reported that the Finance Committee met on the 21st and made the recommendation to the board of directors to approve the following:

- Item 8 Consent calendar B-Approval and file PMH expense, financial report for August 2026
- 9B Authorization to approve Emergency Medical Care On-Call Agreement for Egbert Grinage, LLC
- 9C Administrative and Professional Service Agreement between Rural Medical Professional Partners and Imperial Valley Healthcare District.

9. CONSENT CALENDAR:

Motion was made by Director Garcia and second by Director Berker to approve the Consent Calendar. Motion passed by the following vote wit:

AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor
NOES: None

10. ACTION ITEMS:

a. MEDICAL STAFF REPORT – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related recommendation

   Motion was made by Director Berker and second by Director Garcia to approve the recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related recommendations. Motion passed by the following wit:

   AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor
   NOES: None

b. Staff Recommends Action to Authorize: Authorization to approve Emergency Medical Care On-Call Agreement for Egbert Grinage, LLC
   Presented by: Carly Zamora
   Contract Value: estimate - $90,000, value varies depending on call shifts
   Contract Term: 2 years
   Budgeted: Yes
   Budgeted Classification: On-Call

   Motion was made by Director Irigoyen and second by Director Proctor to approve the Emergency Medical Care On-Call Agreement for Egbert Grinage, LLC. Motion passed by the following wit:

   AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor
   NOES: None

c. Staff Recommends Action to Authorize: Administrative and Professional Service Agreement between Rural Medical Professional Partners and Imperial Valley Healthcare District.

Presented by: Carol Bojorquez
Contract Value: Variable, contract value depends on revenue generated and percentage fee applied to it
Contract Term: Three-year term
Budgeted: Yes
Budgeted Classification: Service Agreement

Motion was made by Director Irigoyen and second by Director Proctor to approve the Administrative and Professional Service Agreement between Rural Medical Professional Partners and Imperial Valley Healthcare District. Motion passed by the following wit:

AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor
NOES: None

d. Staff Recommends Action to Authorize: Authorization to approve Emergency Medical Care On-Call for Clinicas de Salud del Pueblo dba Innercare.
Presented by: Carly Zamora, Interim CEO
Contract Value: approximately $300,000 value varies depending on Call Coverage and needs.
Contract Term: 1 year
Budgeted: No
Budgeted Classification: On-Call

Motion was made by Director Proctor and second by Director Berker to approve the Emergency Medical Care On-Call for Clinicas de Salud del Pueblo dba Innercare. Motion passed by the following wit:

AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor
NOES: None

e. Discussion and Consideration of Approval of Resolution No. 2026-0924: Resolution of the Imperial Valley Healthcare District Board of Directors Making Additional Findings Required by Government Code 54953.8.6 Regarding Teleconference Meetings of Eligible Subsidiary Bodies Pursuant to Senate Bill 707 (Adrian Ochoa, Legal Counsel

Motion was made by Director Garcia and second by Director Berker to approve the Resolution No. 2026-0924: Resolution of the Imperial Valley Healthcare District Board of Directors Making Additional Findings Required by Government Code 54953.8.6 Regarding Teleconference Meetings of Eligible Subsidiary Bodies Pursuant to Senate Bill 707. Motion passed by the following wit:

AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor
NOES: None

f. Discussion and Action Regarding 2026 Regular Meeting Calendar

When the board was calendaring the regular board meetings the board had decided not to calendar a board meeting on October 8th because the ACHD annual meeting is that week but it has come to our attention that no board member will attending the ACHD training that week and in order to achieve a close by roughly October 15 which is our goal and the board needs to meet before October 15to adopt closing resolutions and approve bond modification documents and other sort of cleanup and ancillary items related to the merger. The recommendation is to schedule a regular meeting for October 8th and for that meeting to be at Pioneers and after that we can move on to the October 22nd meeting as calendared ate Calexico facility.

Motion was made by Director Garcia and second by Director Berker to approve the changes to the 2026 Regular Meeting Calendar. Motion passed by the following wit:

AYES: Goodsell, Garcia, Berker, Irigoyen, Valdez, Proctor
NOES: None

11. <u>MANAGEMENT REPORTS:</u>

a. Finance: Lenin Valdez - Controller

   Lenin went over the finance report.

b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer

   Carol went over the CNO report.

c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations

   Carly went over the Clinic Operations report

d. Executive: Carol Zamora – Interim Chief Executive Officer

   Carly reported that the Heffernan facility is ready. They did have to replace counter tops, sinks and AC. The last thing is the breaker but that does not affect us from going into the building. They will be bringing back all the furniture in the next couple of weeks. They did not end up putting up a camera. They have security team that's at the Calexico clinic rotating through there.

   Carly also reported that at the previous board meeting there were some public comments in regard to AB2311 that is regarding districts being able to employ positions. That is a win and did pass and are excited about that. Also on the grants, they did apply for 6 of the health transformation grants and are still awaiting if they have been awarded. Hopefully at the next meeting she will have an update on the grants.

   Pablo reported that they continue to educate the public opposition and they had a TV interview where both Carly an himself spoke to the media.

e. Legal: Adriana Ochoa – General Counsel

No report.

12. <u>ITEMS FOR FUTURE AGENDA:</u>
None

13. <u>ADJOURNMENT:</u> With no future business to discuss, Motion was made unanimously to adjourn meeting at 7:52 p.m.

This document is IVHD's formal contract form and is non-negotiable. The IVHD is not bound to proceed with this Project until the successful Bidder executes this form and all other required forms, the IVHD Board of Directors approves the executed form, and IVHD issues a Notice to Proceed.

FORMAL CONTRACT

THIS AGREEMENT is made and entered into this 2nd day of October, 2026, by and between ETC Building & Design, Inc. hereinafter referred to as "Contractor," and the Imperial Valley Healthcare District, Brawley, California, hereinafter referred to as "IVHD."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, IVHD and Contractor agree as follows:

A. Contractor will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the as specified and directed for a complete and operating installation in accordance with the Plans, Specifications and other Contract Documents incorporated by reference herein.

B. IVHD will pay Contractor progress payments and the final payment in accordance with the method set forth in the Contract Documents with warrants drawn on the appropriate fund or funds as required, according to the prices as bid and accepted, and based upon the Contract Documents as follows:

Optional bid items included in Bid: n/a

Net Contract Price = One Million Seventy-Two Thousand, Six Hundred Seventeen dollars

$ 1,072,617.00

C. Contractor agrees to complete the Work within one hundred and fifty (150) calendar days from the day following the issuance of the Notice to Proceed, and to the entire satisfaction of IVHD before final payment is made.

D. Time is of the essence in the performance of this Contract.

E. Pursuant to the provisions regarding LIQUIDATED DAMAGES in the GENERAL CONDITIONS, Liquidated Damages shall be assessed against Contractor at the rate of eight hundred dollars ($800.00) per day for each calendar day of delay beyond the Contract Time.

F. Contractor will pay, and will require all subcontractors to pay, all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work, as contained in or referenced by the Contract Documents.

G. Contractor shall forfeit to IVHD, as a penalty, Two-Hundred Dollars ($200) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate set forth herein on the Work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

H. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day and forty (40) hours per week from any person employed by him hereunder, except as provided in the Labor Code of the State of California. That Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that Contractor shall forfeit to IVHD, as a penalty, the sum of twenty-five ($25) Dollars for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of said Article, unless such worker receives compensation for all hours worked in excess of eight (8) hours and forty (40) hours in one week at not less than one and a half (1-1/2) times the basic rate of pay.

I. Contractor shall carry worker's compensation insurance and require all subcontractors to carry worker's compensation insurance as required by the Labor Code of the State of California.

J. Contractor shall, prior to the execution of the Contract, furnish two bonds approved by IVHD, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by IVHD.

K. This Formal Contract incorporates by reference and includes the Notice Requesting Bids, Information for Bidders, Bid Form, General Conditions, Special Conditions, Specifications, Bidder's Bond, Noncollusion Declaration, Formal Contract, Payment Bond, Faithful Performance Bond, Contract Forms, Plans and Addenda, if any, all as the term "Contract." "Contract Documents" shall be as defined in the General Conditions and shall include all of the above.

L. In the event any legal action is commenced to enforce or interpret the provisions of relating to or arising from this Contract, the venue for any such action shall be in the County of Imperial, State of California. IVHD and Contractor agree not to bring any action or proceeding arising out of or relating to this Contract in any other jurisdiction, forum or venue. IVHD and Contractor hereby submit to personal jurisdiction in the State of California for the enforcement of this Contract and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Contract, whether on the grounds of inconvenient forum or otherwise.

M. IVHD will timely notify Contractor in the event that a claim is filed by a third party which is related to the Contract. IVHD will notify Contractor of such claim within ten (10) business days from the date on which IVHD is made aware of the claims. IVHD may recover reasonable costs incurred in providing such notification.

N. Any notice required or permitted under this Contract may be given by ordinary mail or E-mail at the addresses set forth below. Any party whose address changes shall notify the other party in writing. Notices by ordinary mail shall be deemed given the fifth (5th) day after deposit in the mail, or upon actual receipt, whichever occurs first. Notices by E-mail shall be deemed given the first (1st) business day after transmission.

To Owner:	To Contractor:
Imperial Valley Healthcare District	ETC Building & Design, Inc.
207 W. Legion Road	7445 Raytheon Road
Brawley, CA 92227	San Diego, CA 92111
Attention: Jospeh Nowell	Attention: John Mentzer
E-mail: joseph.nowell@ecrmc.org	E-mail: jm@etcusa.net

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

ETC BUILDING & DESIGN, INC.
(Contractor)

(SEAL)

By _____
(Signature)

John Mentzer
(Print name)

Chief Executive Officer
(Title)

Contractor's License No.: 814691

Expiration Date: November 30, 2026

IMPERIAL VALLEY HEALTHCARE DISTRICT
(Owner)

By _____
(Signature)

_____
Board Chair, _____

Approved as to form:

_____
Legal Counsel, Imperial Valley Healthcare District

*** * * END OF FORMAL CONTRACT * * ***

IMPERIAL VALLEY
HEALTHCARE DISTRICT

IMPERIAL VALLEY HEALTHCARE DISTRICT: 207 W. Legion Road, Brawley, CA 92227

MATERIAL TESTING AND CONDITION ASSESSMENT PROGRAM (MTCAP)

Original Hospital - Project #S51405-13-00
Original Power Plant - Project #S251366-13-00
Administration Wing - Project #S260022-13-00

ATTN:
Joseph Nowell
Imperial Valley Healthcare District
Joseph.nowell@ecrmc.org

Tuesday, August 18th, 2026
2:00pm

KINDNESS & COMPASSION
ETC
SAFE-T-PROOF
BUILDING A BETTER WORLD

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ETCUSA.NET
Healthcare Construction

SAFE-T-PROOF.COM
Seismic Fastening Products Division

August 18th, 2026

Joseph Nowell
Imperial Valley Healthcare District
Facilities Department
207 W. Legion Road, Brawley, CA 92227

RE: Proposal for Imperial Valley Healthcare District
Material Testing and Condition Assessment Program (MTCAP) For
Original Hospital-Bld-00765 Project # S251405-13-00
Material Testing and Condition Assessment Program (MTCAP) For
Original Power Plant- Bld-00766 Project # S251366-13-00
Material Testing and Condition Assessment Program (MTCAP) For
Administration Wing – Bld-00767 Project # S260022-13-00

Dear Mr. Nowell,

Thank you for the opportunity to propose on the above-referenced programs. ETC brings extensive expertise in Materials Testing and Condition Assessment Programs for hospitals, with a proven track record of delivering accurate, reliable data while prioritizing patient safety and minimizing operational disruptions.

We have successfully conducted Materials Testing at multiple California hospitals, collaborating closely with Facilities, Architectural, and Engineering teams to strategically identify and retrieve representative samples. Our methodical approach ensures the data points gathered provide the necessary insights for thorough structural analysis, all while adhering to strict infection control protocols and maintaining seamless facility operations.

Our team is highly skilled at executing non-invasive and minimally disruptive testing procedures in active hospital environments. We understand the critical importance of protecting patients, visitors, and staff throughout the testing process. Our experience enables us to efficiently collect samples from structural elements without impacting clinical services, allowing the Design Team to observe, inspect, and test samples to the Owner's full benefit.

To demonstrate our capabilities, we have included Project Reference Pages highlighting our relevant experience in hospital settings. We look forward to the opportunity to discuss our qualifications further and explore how ETC can support your project goals.

Please feel free to reach out with any questions or if you need additional information.

Sincerely,

Matthew Burns
Director of Project Development
ETC Building & Design, Inc.
(805) 857-5482 m

This form is required.

BID FORM

Bid Form Cover Page

TO: IMPERIAL VALLEY HEALTHCARE DISTRICT
BRAWLEY, CALIFORNIA

BIDDER: ETC Building & Design, Inc.

FOR: Material Testing and Condition Assessment Program (MTCAP) for

Original Hospital BLD-00765 Project # S251405-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Original Power Plant- BLD- 00766 Project # S251366-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Administration Wing – BLD-00767 Project # S260022-13-00

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

Pursuant to, and in compliance with, the Notice Requesting Bids and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, materials, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete, in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, for the prices hereinafter set forth. This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of ninety (90) days after the date set for the opening of Bids, except in accordance with the withdrawal of Bid provisions of the Information for Bidders.

Further, the undersigned proposes and agrees, if the Bid is accepted, that he/she will execute a Contract with IVHD in the form set forth in the Contract Documents and that he/she will accept in full payment thereof the following prices to wit:

A. BID SCHEDULE

A. BID SCHEDULE

PIONEER MEMORIAL HOSPITAL
Original Hospital, Original Power Plant
& Administration Wing Buildings

Bidder shall complete the following Bid Schedule in its entirety.

Item	Descrition	Estimated Quantity	Unit Price	Extended Amount
1.	Furnish contract bonds, project insurance ~~and permits~~	Lump Sum	$29,657	$29,657
2.	Mobilization/Demobilization including project closeout and cleanup (not to exceed three percent (3%) of the Total Bid Price)	Lump Sum	$31,995	$31,995
3.	State required line item for Labor Code sections 6705 and 6707, excavation safety measures.	Lump Sum	$85,809	$85,809
4.	Work for PIONEER MEMORIAL HOSPITAL	Lump Sum	$871,526	$871,526
	All other work for a complete operating system per plans and specifications	Lump Sum	$53,630	$53,630

Bidder shall total the extended amounts provided in the bid schedule to determine total bid price entered in the following:

Total Bid Price in Numerals: $1,072,617

One Million, Seventy Two Thousand, Six Hundred Seventeen.

A. BID SCHEDULE Original Hospital Building (BLD-00765)

Bidder shall complete the following Bid Schedule in its entirety.

Item	Descrition	Estimated Quantity	Unit Price	Extended Amount
1.	Furnish contract bonds, project insurance ~~and permits~~	Lump Sum	$11,006	$11,006
2.	Mobilization/Demobilization including project closeout and cleanup (not to exceed three percent (3%) of the Total Bid Price)	Lump Sum	$11,873	$11,873
3.	State required line item for Labor Code sections 6705 and 6707, excavation safety measures.	Lump Sum	$31,858	$31,858
4.	Work for Original Hospital Building (BLD-00765)	Lump Sum	$323,573	$323,573
	All other work for a complete operating system per plans and specifications	Lump Sum	$19,911	$19,911

Bidder shall total the extended amounts provided in the bid schedule to determine total bid price entered in the following:

Total Bid Price in Numerals: $398,221

Three Hundred Ninety Eight Thousand, Two hundred Twenty One.

A. BID SCHEDULE Orig. Power Plant Bldg. (BLD-00766)

Bidder shall complete the following Bid Schedule in its entirety.

Item	Descrition	Estimated Quantity	Unit Price	Extended Amount
1.	Furnish contract bonds, project insurance ~~and permits~~	Lump Sum	$8,610	$8,610
2.	Mobilization/Demobilization including project closeout and cleanup (not to exceed three percent (3%) of the Total Bid Price)	Lump Sum	$9,289	$9,289
3.	State required line item for Labor Code sections 6705 and 6707, excavation safety measures.	Lump Sum	$24,896	$24,896
4.	Work for Orig. Power Plant Bldg. (BLD-00766)	Lump Sum	$252,851	$252,851
	All other work for a complete operating system per plans and specifications	Lump Sum	$15,560	$15,560

Bidder shall total the extended amounts provided in the bid schedule to determine total bid price entered in the following:

Total Bid Price in Numerals: $311,206

Three Hundred Eleven Thousand, Two Hundred Six.

A. BID SCHEDULE Administration Wing (BLD-0767)

Bidder shall complete the following Bid Schedule in its entirety.

Item	Descrition	Estimated Quantity	Unit Price	Extended Amount
1.	Furnish contract bonds, project insurance ~~and permits~~	Lump Sum	$10,041	$10,041
2.	Mobilization/Demobilization including project closeout and cleanup (not to exceed three percent (3%) of the Total Bid Price)	Lump Sum	$10,833	$10,833
3.	State required line item for Labor Code sections 6705 and 6707, excavation safety measures.	Lump Sum	$29,055	$29,055
4.	Work for Administration Wing (BLD-0767)	Lump Sum	$295,102	$295,102
	All other work for a complete operating system per plans and specifications	Lump Sum	$18,159	$18,159

Bidder shall total the extended amounts provided in the bid schedule to determine total bid price entered in the following:

Total Bid Price in Numerals: $363,190

Three Hundred Sixty Three Thousand, One Hundred Ninety.

The undersigned declares that the cost for all labor, materials, equipment, taxes, freight, insurance and incidentals necessary for the Work is included in the Total Bid Price including but not limited to sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation in conformance with applicable safety orders; prices quoted are F.O.B. job site, installed, tested and operational with all applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties paid by the Bidder.

C. LIST OF SUBCONTRACTORS

Bidder shall completely fill out the list below with the name, California Contractor's license number, and location of place of business of each subcontractor who will perform work or labor or render service to the Contractor under this Contract in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Bid, and shall also list the portion of the Work which will be done by each subcontractor.

The Bidder understands that if the Bidder fails to list a subcontractor that will perform any portion of the Work to be performed under the Contract in excess of one-half of one percent of the Bid, the Bidder shall be deemed to have represented that it is fully qualified to perform that portion of the Work itself (which is subject to verification), and that Bidder has agreed to perform that portion of the Work, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of IVHD, setting forth the facts constituting the emergency or necessity in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code §§ 4100 *et seq*.).

Circumvention by the Contractor of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the Work covered by this Contract shall be considered a violation of Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Public Contract Code § 4110 and 4111. Contractor shall conduct substitutions of subcontractors in compliance with Public Contract Code §§ 4107 and 4107.5 detailing the process and conditions under which a public agency may consent to a subcontractor substitution. Attach additional sheets if necessary.

Contractor's Name & License Number	Place of Business	Value of Work ($)	% of Total Contract	Type of Work
Johnson Controls				Fire Alarm & Fire Sprinklers
Rauland Integrated Solutions				Nurse Call
To be Determined				Roofing

D. LIST OF EQUIPMENT MANUFACTURERS

The undersigned Bidder understands and agrees that IVHD will consider this Bid incomplete and non-responsive unless the Bidder names an approved manufacturer for each item in the following list. Manufacturers not explicitly named in the equipment specification will not be considered equal until approved by the Engineer as specified in General Conditions – Part 6. Not more than one manufacturer shall be named for each item of equipment. The undersigned Bidder hereby agrees that, after submission of this Bid, he/she will not make any change in the following listing of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of equipment unless in compliance with such provision of the Contract Documents pertaining to substitutions and equals. The manufacturers named below produce the listed items of equipment which comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install complying equipment of the manufacturers named in the following lists.

SCHEDULE OF MANUFACTURERS

Bid Item	Item Description	Manufacturer
N/A	N/A	N/A

E. SAFETY ACKNOWLEDGEMENT

Submit a completed Safety Acknowledgement (included with the Required Bid Forms) with the bid in order to describe how the Bidder intends to approach the Work with respect to safety measures for accident prevention, handling of hazardous material or wastes, or any other item that is important to the safe conduct of the Work.

Bid will be rejected as incomplete if not accompanied by this safety documentation. IVHD may reject a Bid if IVHD determines that the Bidder's safety documentation is not sufficient to support a safe work environment. Attach additional sheets if necessary.

F. COMPANY DATA

Legal name of Bidder: ETC BUILDING & DESIGN, INC.

All other names under which your firm has operated in the last five years:

n/a

The full names and residences of all persons and parties interested in the foregoing Bid Form as principals are as follows:

(NOTICE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.)

Michael Essrig, President & Secretary

John Mentzer, Chief Executive Officer

Business address: 7445 Raytheon Road

San Diego, CA 92111

Telephone (858) 554-1150

Contact Matthew Burns, Director of Business Development

Email mburns@etcusa.net

California Contractor's License:

Type: B

No.: 814691

Expiration Date: November 30, 2026

DIR Registration No: 1000006271

G. CLOSING STATEMENT

In signing below, Bidder certifies that its Total Bid Price includes sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract. Furthermore, Contractor hereby indemnifies IVHD for liabilities and penalties for violations of Labor Code Section 2810.

In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned confirms the following as their certification:

> I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.
>
> In signing below, the undersigned further certifies:
>
> I am duly authorized to execute this certification on behalf of the Bidder, and the Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

The undersigned has the legal authority to bind the Bidder to a contract for the execution of the Work that is the subject of this Bid Form.

Addenda: The undersigned acknowledges receipt of the following Addenda numbers (attach Bidder's certifications to acknowledge receipt of addenda to the bid):

Addendum #1

_____

[continued on following page]

Respectfully submitted by: (signature)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on August 18th, 2026 at San Diego, California.

Clearly printed name: John Mentzer

Position: Chief Executive Officer

Seal:

Co-signed or attested:
(signature)

_____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on
_August 18th_____, 2026__ at
_San Diego_____, California.

Clearly printed name: _Michael Essrig_____

Position: _President_____

*** * * END OF BID FORM * * ***

This form is required. This form must be submitted with a California All-Purpose Acknowledgment.

BIDDER'S BOND

(At Least 10 Percent of the Total Bid Price)

Executed in duplicate

KNOW ALL PERSONS BY THESE PRESENT,

That, we ETC Building and Design, Inc.,

as Principal, and The Hanover Insurance Company,

as Surety, are held and firmly bound unto the Imperial Valley Healthcare District, California (the "Owner") in the sum of

ten percent of bid amount (10%)

Dollars ($ 10% of bid amount)

such amount representing at least ten percent (10%) of the amount of the Total Bid Price to obtain the award of a contract for

Material Testing and Condition Assessment Program (MTCAP) for

Original Hospital BLD-00765 Project # S251405-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Original Power Plant- BLD- 00766 Project # S251366-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Administration Wing – BLD-00767 Project # S260022-13-00

as specified and directed for a complete and operating installation (the "Contract") and to be paid to IVHD, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain bid proposal of the above bounden Principal

is accepted by IVHD and if the above bounden Principal shall duly enter into and execute a Contract for such construction, and shall execute and deliver the Payment Bond, Performance Bond, and other Contract Documents described, within ten (10) days from the date of the award and notice to the above bounden Principal

by and from IVHD that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

[continued on following page]

IN WITNESS WHEREOF,

We hereunto set our hands and seals this 5th day of August, 2026.

The Hanover Insurance Company

Name of Surety

(Seal)

440 LINCOLN STREET, WORCESTER, MA 01653 - 0002

Address

(Attach here Acknowledgement on Standard Form)

Signature of Representative Allison Ocampo, Attorney-In-Fact

(619) 248-8690

Telephone Number

ETC Building and Design, Inc.

Name of Principal

(Seal)

7445 Raytheon Road San Diego, CA 92111

Address

Signature of Representative

(858) 242-5011

Telephone Number

*** * * END OF BIDDER'S BOND * * ***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Diego
On 8/5/2026 before me E.B. Strahan Notary Public,

personally appeared Allison Ocampo

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.

E B STRAHAN
Notary Public - California
San Diego County
Commission # 2557108
My Comm. Expires Jun 25, 2030

(SIGNATURE OF THE NOTARY PUBLIC)

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)
  TITLE(S): _____
- ☐ PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

Right Thumbprint of Signer

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Michael R. Strahan, Eleanor B. Strahan, and/or Allison Ocampo

Of **KPS Insurance Services of San Diego, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed One Hundred Million and No/100 ($100,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **7th** day of **January 2026**

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Bryan J. Salvatore, Executive Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this **7th** day of **January, 2026** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

WENDY LATOURNES
Notary Public, State of Connecticut
My Commission Expires July 31, 2030

Wendy Latournes, Notary Public
My commission expires, July 31, 2030

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

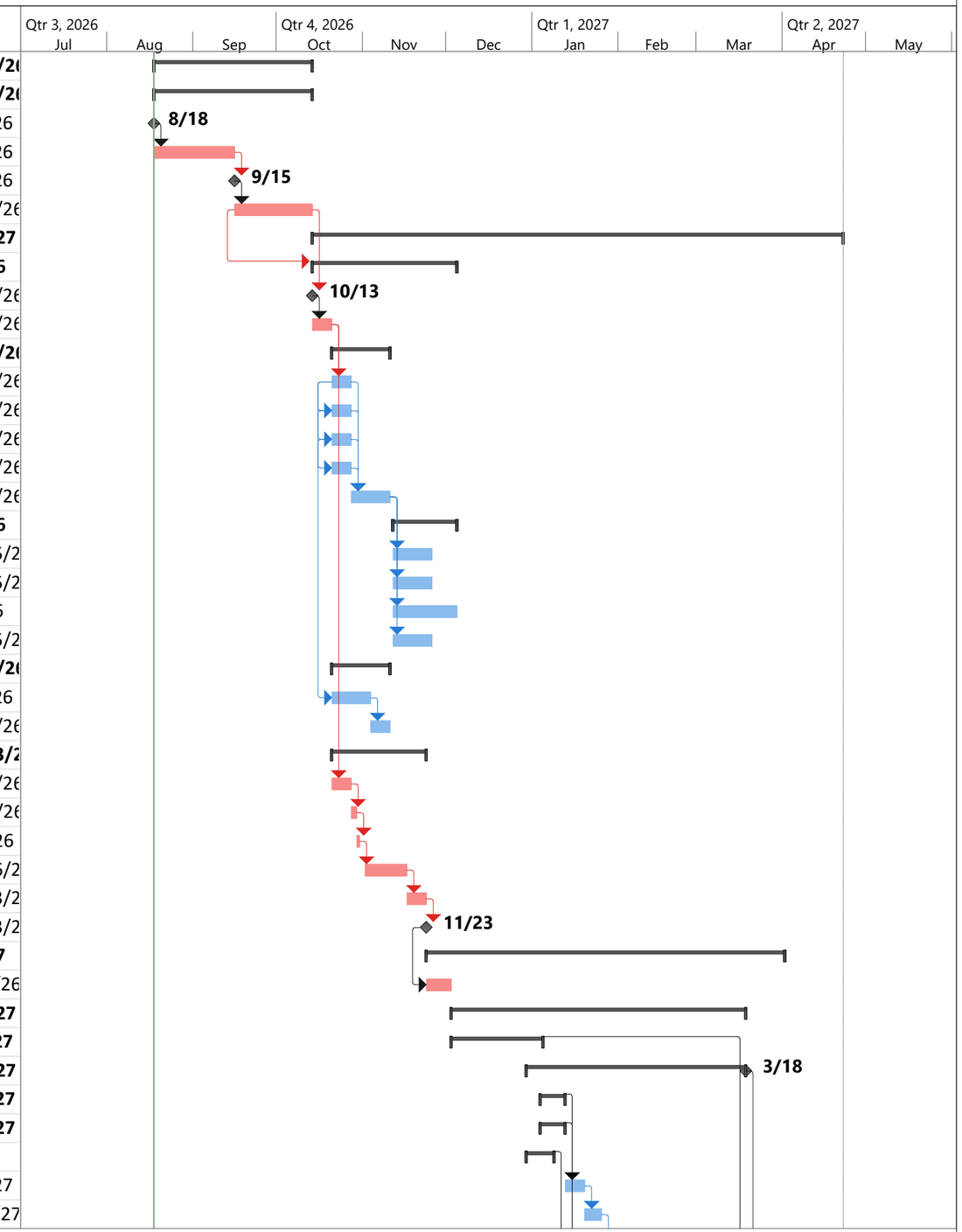
GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5 day of August, 2026.

CERTIFIED COPY

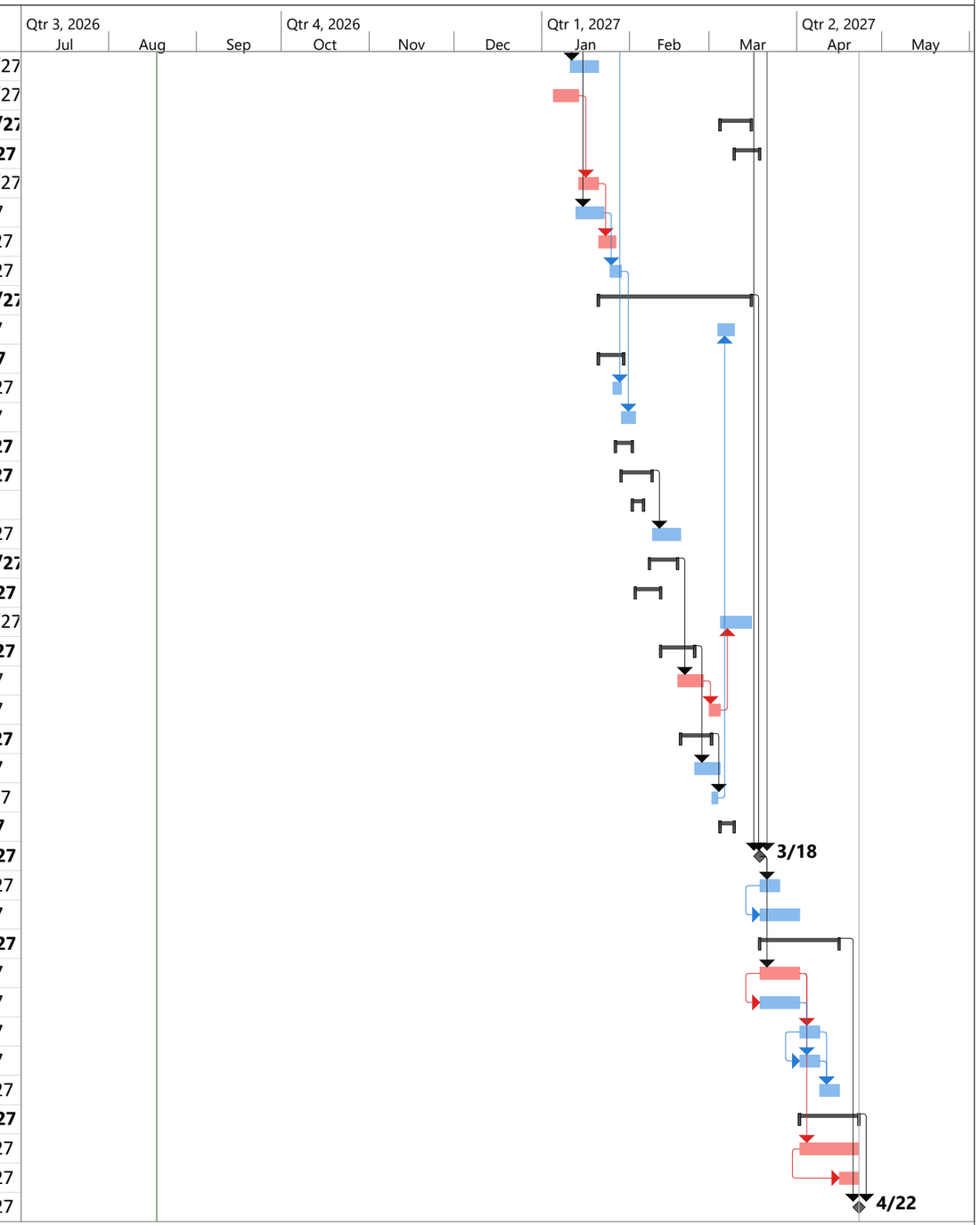
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

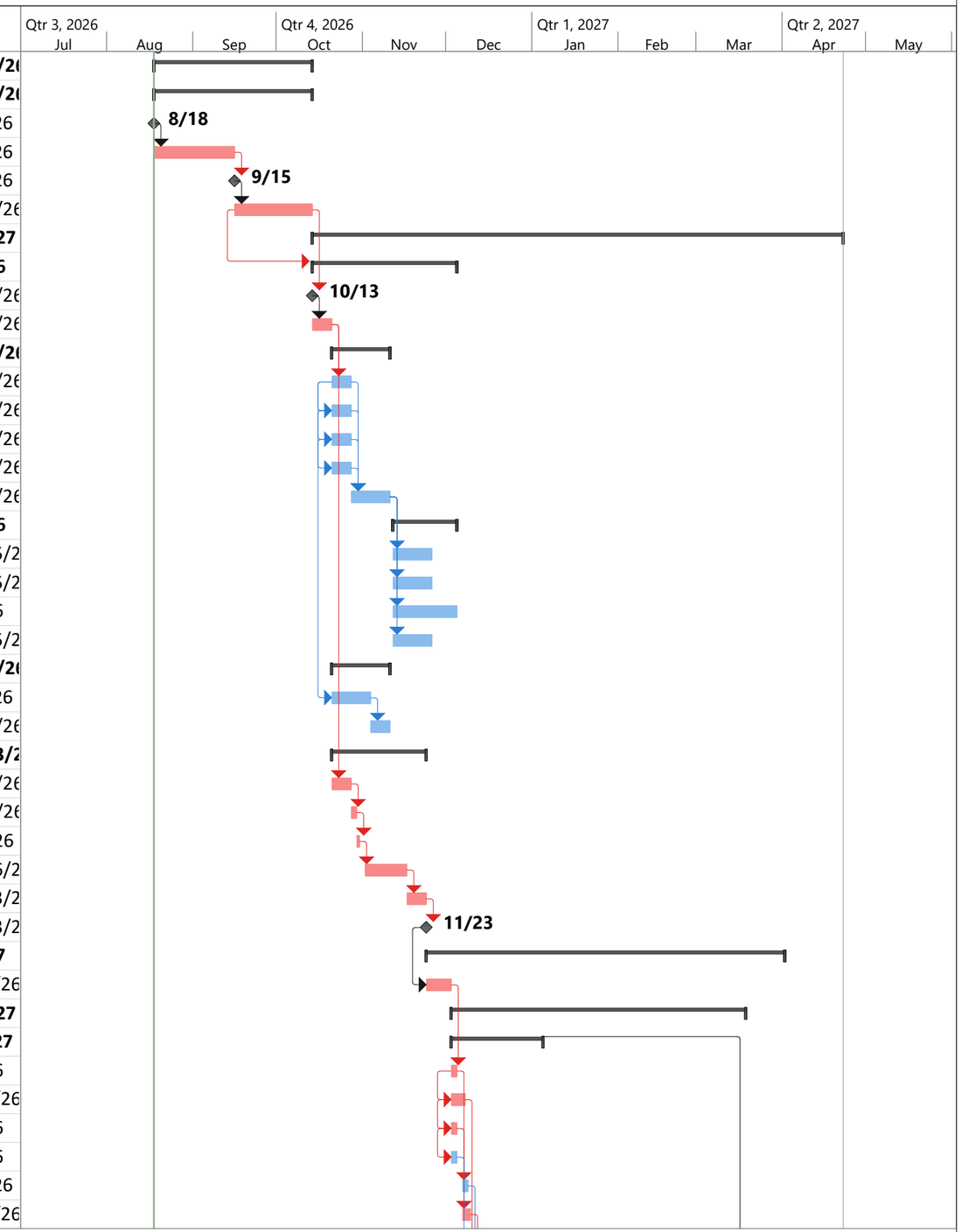
ID	Task Mode	Task Name	Duration	Start	Finish
1		**IVHD MTCAP**	**40 days**	**Tue 8/18/26**	**Tue 10/13/2**
2		**Prime Contract Review & Award**	**40 days**	**Tue 8/18/26**	**Tue 10/13/2**
3		RFP Response - Proposal Submission	0 days	Tue 8/18/26	Tue 8/18/26
4		IVHD Review of Proposals	20 days	Tue 8/18/26	Tue 9/15/26
5		Notice of Award	0 days	Tue 9/15/26	Tue 9/15/26
6		Prime Contracting	20 days	Wed 9/16/26	Tue 10/13/26
7		**IVHD MTCAP Contract Period**	**130 days**	**Tue 10/13/2**	**Thu 4/22/27**
8		**Preconstruction**	**35 days**	**Tue 10/13/2**	**Fri 12/4/26**
9		Notice to Proceed	0 days	Tue 10/13/26	Tue 10/13/26
10		Subcontracting	5 days	Wed 10/14/2	Tue 10/20/26
11		**Submittals**	**15 days**	**Wed 10/21/2**	**Tue 11/10/2**
12		Concrete	5 days	Wed 10/21/2	Tue 10/27/26
13		Rebar & Couplers	5 days	Wed 10/21/2	Tue 10/27/26
14		Roofing	5 days	Wed 10/21/2	Tue 10/27/26
15		Misc Metals	5 days	Wed 10/21/2	Tue 10/27/26
16		Design Team Review of Submittals	10 days	Wed 10/28/2	Tue 11/10/26
17		**Procurement**	**15 days**	**Thu 11/12/2**	**Fri 12/4/26**
18		Concrete	10 days	Thu 11/12/26	Wed 11/25/2
19		Rebar & Couplers	10 days	Thu 11/12/26	Wed 11/25/2
20		Roofing	15 days	Thu 11/12/26	Fri 12/4/26
21		Misc Metals	10 days	Thu 11/12/26	Wed 11/25/2
22		**Infection Control**	**15 days**	**Wed 10/21/2**	**Tue 11/10/2**
23		Develop ICRA Plans & Permit	10 days	Wed 10/21/2	Tue 11/3/26
24		Facility review & approve ICRA Permits	5 days	Wed 11/4/26	Tue 11/10/26
25		**Permitting & Notice of Start of Construction Sequence**	**23 days**	**Wed 10/21/2**	**Mon 11/23/2**
26		GC, IOR & LAB to provide TIO Sample Reports	5 days	Wed 10/21/2	Tue 10/27/26
27		DT Review TIO sample reports	2 days	Wed 10/28/2	Thu 10/29/26
28		DT to Submit TIO & Building Permit Application	1 day	Fri 10/30/26	Fri 10/30/26
29		HCAi Review and Issue Building Permit	10 days	Mon 11/2/26	Mon 11/16/2
30		HCAi Project Kick-Off	5 days	Tue 11/17/26	Mon 11/23/2
31		Notice of Start of Construction	0 days	Mon 11/23/2	Mon 11/23/2
32		**Construction**	**87 days**	**Tue 11/24/2**	**Thu 4/1/27**
33		Mobilization	5 days	Tue 11/24/26	Wed 12/2/26
34		**General Construction**	**72 days**	**Thu 12/3/26**	**Thu 3/18/27**
35		**ORIGINAL HOSPITAL BUILDING - BLDG 01A (S251405-13-00)**	**21 days**	**Thu 12/3/26**	**Mon 1/4/27**
80		**ORIGINAL POWER PLANT - BLDG 01B (S251366-13-00)**	**54 days**	**Wed 12/30/2**	**Thu 3/18/27**
81		**Loc20-01B**	**7 days**	**Mon 1/4/27**	**Tue 1/12/27**
85		**Loc21-01B**	**7 days**	**Mon 1/4/27**	**Tue 1/12/27**
89		**Loc22-01B**	**7 days**	**Wed 12/30/2**	**Fri 1/8/27**
95		Loc23-01B: MT-4a-2 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Wed 1/13/27	Tue 1/19/27
96		Loc24-01B: MT-4a-3 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Wed 1/20/27	Mon 1/25/27



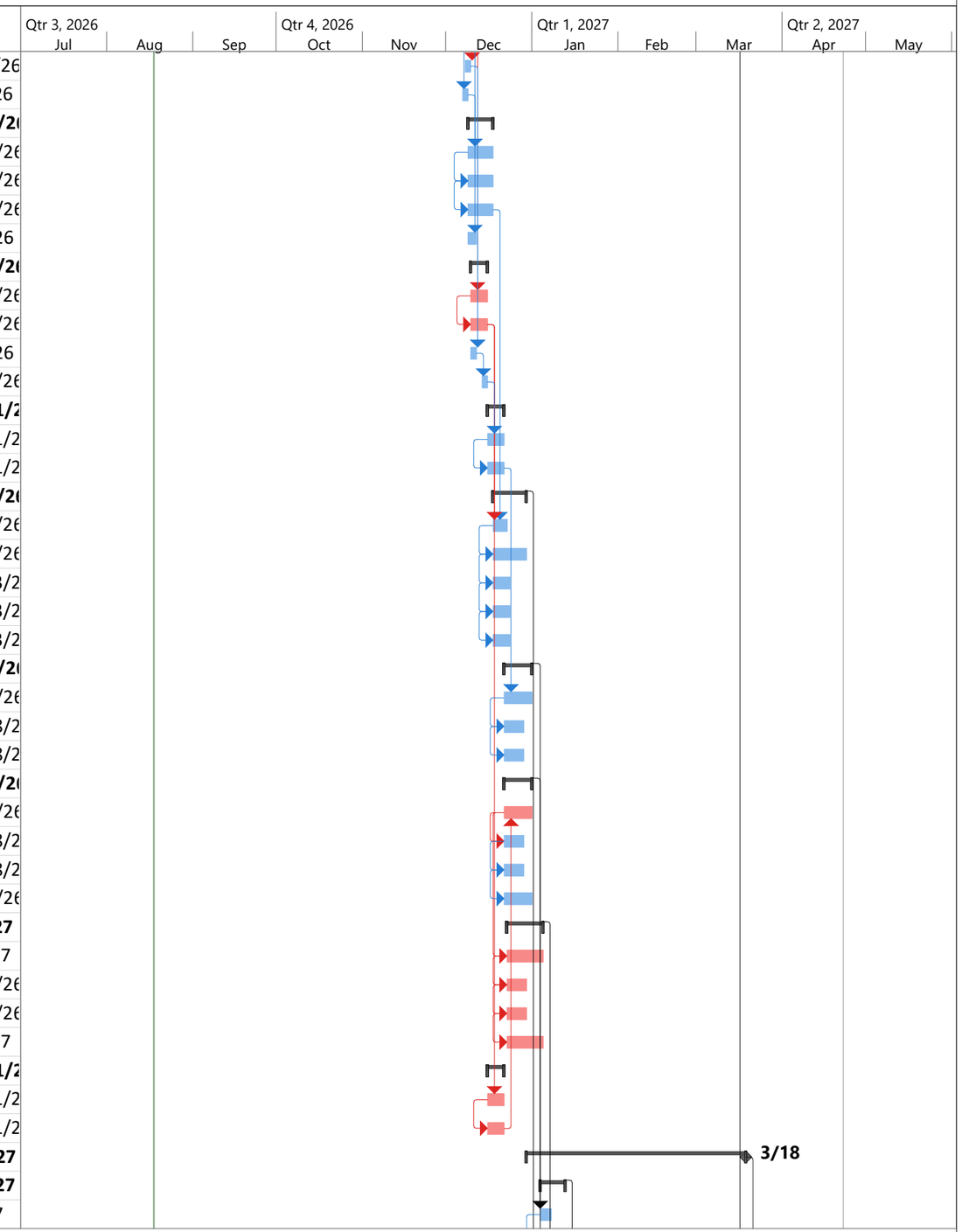
ID	Task Mode	Task Name	Duration	Start	Finish
97		Loc25-01B: CA-4c-1 CONCRETE WALL TO DIAPHRAGM 2/S-802 @ SHEAR WALL TO SL	7 days	Mon 1/11/27	Wed 1/20/27
98		Loc26-01B: CA-4c-2 CONCRETE WALL TO DIAPHRAGM 2/S-802 @ SHEAR WALL TO SL	7 days	Tue 1/5/27	Wed 1/13/27
99		**Loc27-01B**	**7 days**	**Fri 3/5/27**	**Mon 3/15/27**
102		**Loc28-01B**	**7 days**	**Wed 3/10/27**	**Thu 3/18/27**
106		Loc29-01B: CA-5c-3 SLAB THICKNESS & REINFORCING 2&4/S-802 @ JOIST SLAB	4 days	Thu 1/14/27	Wed 1/20/27
107		Loc30-01B: MT-1a-3 CONCRETE CORE SAMPLE @ CONCRETE DIAPHRAGM	7 days	Wed 1/13/27	Fri 1/22/27
108		Loc31-01B: MT-3a-2 REINFORCING STEEL SAMPLES @ CONCRETE DIAPHRAGM	4 days	Thu 1/21/27	Tue 1/26/27
109		Loc32-01B: MT-3a-3 REINFORCING STEEL SAMPLES @ CONCRETE DIAPHRAGM	4 days	Mon 1/25/27	Thu 1/28/27
110		**ADMINISTRATION WING - BLDG 2 (S260022-13-00)**	**37 days**	**Thu 1/21/27**	**Mon 3/15/27**
111		Loc33-02: CA-12c-2 PARTITION BRACING 3/S-803 @ PARTITION WALLS	4 days	Thu 3/4/27	Tue 3/9/27
112		**Loc34-02**	**7 days**	**Thu 1/21/27**	**Fri 1/29/27**
117		Loc35-02: CA-12c-1 PARTITION BRACING 3/S-803 @ PARTITION WALLS	3 days	Tue 1/26/27	Thu 1/28/27
118		Loc36-02: CA-12c-3 PARTITION BRACING 3/S-803 @ PARTITION WALLS	3 days	Fri 1/29/27	Tue 2/2/27
119		**Loc37-02**	**4 days**	**Wed 1/27/27**	**Mon 2/1/27**
122		**Loc38-02**	**7 days**	**Fri 1/29/27**	**Mon 2/8/27**
128		**Loc39-02**	**4 days**	**Tue 2/2/27**	**Fri 2/5/27**
131		Loc40-02: MT-2a-3 CONCRETE CORE SAMPLE @ SHEAR WALL	7 days	Tue 2/9/27	Thu 2/18/27
132		**Loc41-02**	**7 days**	**Mon 2/8/27**	**Wed 2/17/27**
135		**Loc42-02**	**7 days**	**Wed 2/3/27**	**Thu 2/11/27**
138		Loc43-02: CA-6c-2 CONCRETE WALL TO SLAB 1&2/S-802 @ SHEAR WALL TO SLAB	7 days	Fri 3/5/27	Mon 3/15/27
139		**Loc44-02**	**7 days**	**Fri 2/12/27**	**Tue 2/23/27**
142		Loc45-02: CA-10c-2 CONCRETE WALL TO DECK 1&2/S-803 @ SHEAR WALL TO SLAB	7 days	Thu 2/18/27	Fri 2/26/27
143		Loc46-02: CA-9c-1 SPANDREL THICKNESS & REINF. 4/S-802 @ SPANDRELS	4 days	Mon 3/1/27	Thu 3/4/27
144		**Loc47-02**	**7 days**	**Fri 2/19/27**	**Mon 3/1/27**
147		Loc48-02: CA-6c-1 CONCRETE WALL TO SLAB 1&2/S-802 @ SHEAR WALL TO SLAB	7 days	Wed 2/24/27	Thu 3/4/27
148		Loc49-02: CA-11-1 SEISMIC JOINTS 1/S-802 & 1/S-803 @ SEISMIC SEPARATION	2 days	Tue 3/2/27	Wed 3/3/27
149		**Loc50-02**	**3 days**	**Fri 3/5/27**	**Tue 3/9/27**
152		**Substantial Completion**	**0 days**	**Thu 3/18/27**	**Thu 3/18/27**
153		Equipment Removal & Clean Up	5 days	Fri 3/19/27	Thu 3/25/27
154		Punchlist Items	10 days	Fri 3/19/27	Thu 4/1/27
155		**HCAI Project Closeout**	**20 days**	**Fri 3/19/27**	**Thu 4/15/27**
156		Collect Final Reports and VCRs	10 days	Fri 3/19/27	Thu 4/1/27
157		IOR & Special Inspector Reports & SEOR Review	10 days	Fri 3/19/27	Thu 4/1/27
158		FLSO Final	5 days	Fri 4/2/27	Thu 4/8/27
159		DSE Final	5 days	Fri 4/2/27	Thu 4/8/27
160		CO Final	5 days	Fri 4/9/27	Thu 4/15/27
161		**Project Closeout**	**15 days**	**Fri 4/2/27**	**Thu 4/22/27**
162		Submit Close Out Package to Owner and Facility	15 days	Fri 4/2/27	Thu 4/22/27
163		Submit Final Billings & Project Financial Closeout	5 days	Fri 4/16/27	Thu 4/22/27
164		Project Complete	0 days	Thu 4/22/27	Thu 4/22/27



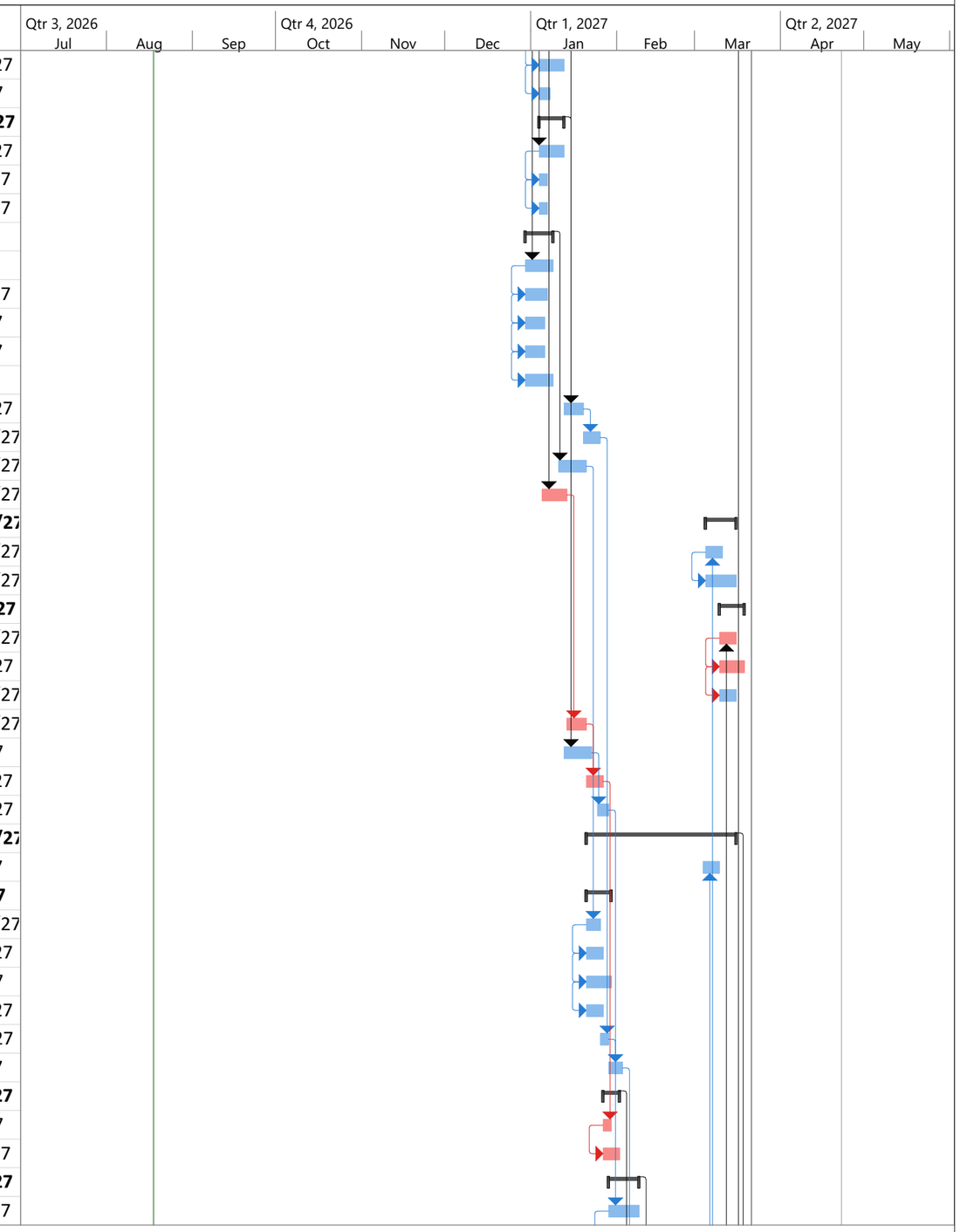
ID	Task Mode	Task Name	Duration	Start	Finish
1		**IVHD MTCAP**	**40 days**	**Tue 8/18/26**	**Tue 10/13/2**
2		**Prime Contract Review & Award**	**40 days**	**Tue 8/18/26**	**Tue 10/13/2**
3		RFP Response - Proposal Submission	0 days	Tue 8/18/26	Tue 8/18/26
4		IVHD Review of Proposals	20 days	Tue 8/18/26	Tue 9/15/26
5		Notice of Award	0 days	Tue 9/15/26	Tue 9/15/26
6		Prime Contracting	20 days	Wed 9/16/26	Tue 10/13/26
7		**IVHD MTCAP Contract Period**	**130 days**	**Tue 10/13/2**	**Thu 4/22/27**
8		**Preconstruction**	**35 days**	**Tue 10/13/2**	**Fri 12/4/26**
9		Notice to Proceed	0 days	Tue 10/13/26	Tue 10/13/26
10		Subcontracting	5 days	Wed 10/14/2	Tue 10/20/26
11		**Submittals**	**15 days**	**Wed 10/21/2**	**Tue 11/10/2**
12		Concrete	5 days	Wed 10/21/2	Tue 10/27/26
13		Rebar & Couplers	5 days	Wed 10/21/2	Tue 10/27/26
14		Roofing	5 days	Wed 10/21/2	Tue 10/27/26
15		Misc Metals	5 days	Wed 10/21/2	Tue 10/27/26
16		Design Team Review of Submittals	10 days	Wed 10/28/2	Tue 11/10/26
17		**Procurement**	**15 days**	**Thu 11/12/2**	**Fri 12/4/26**
18		Concrete	10 days	Thu 11/12/26	Wed 11/25/2
19		Rebar & Couplers	10 days	Thu 11/12/26	Wed 11/25/2
20		Roofing	15 days	Thu 11/12/26	Fri 12/4/26
21		Misc Metals	10 days	Thu 11/12/26	Wed 11/25/2
22		**Infection Control**	**15 days**	**Wed 10/21/2**	**Tue 11/10/2**
23		Develop ICRA Plans & Permit	10 days	Wed 10/21/2	Tue 11/3/26
24		Facility review & approve ICRA Permits	5 days	Wed 11/4/26	Tue 11/10/26
25		**Permitting & Notice of Start of Construction Sequence**	**23 days**	**Wed 10/21/2**	**Mon 11/23/2**
26		GC, IOR & LAB to provide TIO Sample Reports	5 days	Wed 10/21/2	Tue 10/27/26
27		DT Review TIO sample reports	2 days	Wed 10/28/2	Thu 10/29/26
28		DT to Submit TIO & Building Permit Application	1 day	Fri 10/30/26	Fri 10/30/26
29		HCAi Review and Issue Building Permit	10 days	Mon 11/2/26	Mon 11/16/2
30		HCAi Project Kick-Off	5 days	Tue 11/17/26	Mon 11/23/2
31		Notice of Start of Construction	0 days	Mon 11/23/2	Mon 11/23/2
32		**Construction**	**87 days**	**Tue 11/24/2**	**Thu 4/1/27**
33		Mobilization	5 days	Tue 11/24/26	Wed 12/2/26
34		**General Construction**	**72 days**	**Thu 12/3/26**	**Thu 3/18/27**
35		**ORIGINAL HOSPITAL BUILDING - BLDG 01A (S251405-13-00)**	**21 days**	**Thu 12/3/26**	**Mon 1/4/27**
36		Loc1-01A: CA-8c-1 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Thu 12/3/26	Fri 12/4/26
37		Loc2-01A: CA-10c-2 PARTITION BRACING @ PART. WALLS @ CORR.	3 days	Thu 12/3/26	Mon 12/7/26
38		Loc3-01A: CA-8c-2 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Thu 12/3/26	Fri 12/4/26
39		Loc4-01A: CA-9c-3 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Thu 12/3/26	Fri 12/4/26
40		Loc5-01A: CA-8c-3 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Mon 12/7/26	Tue 12/8/26
41		Loc6-01A: CA-10c-3 PARTITION BRACING @ PART. WALLS @ CORR.	3 days	Mon 12/7/26	Wed 12/9/26



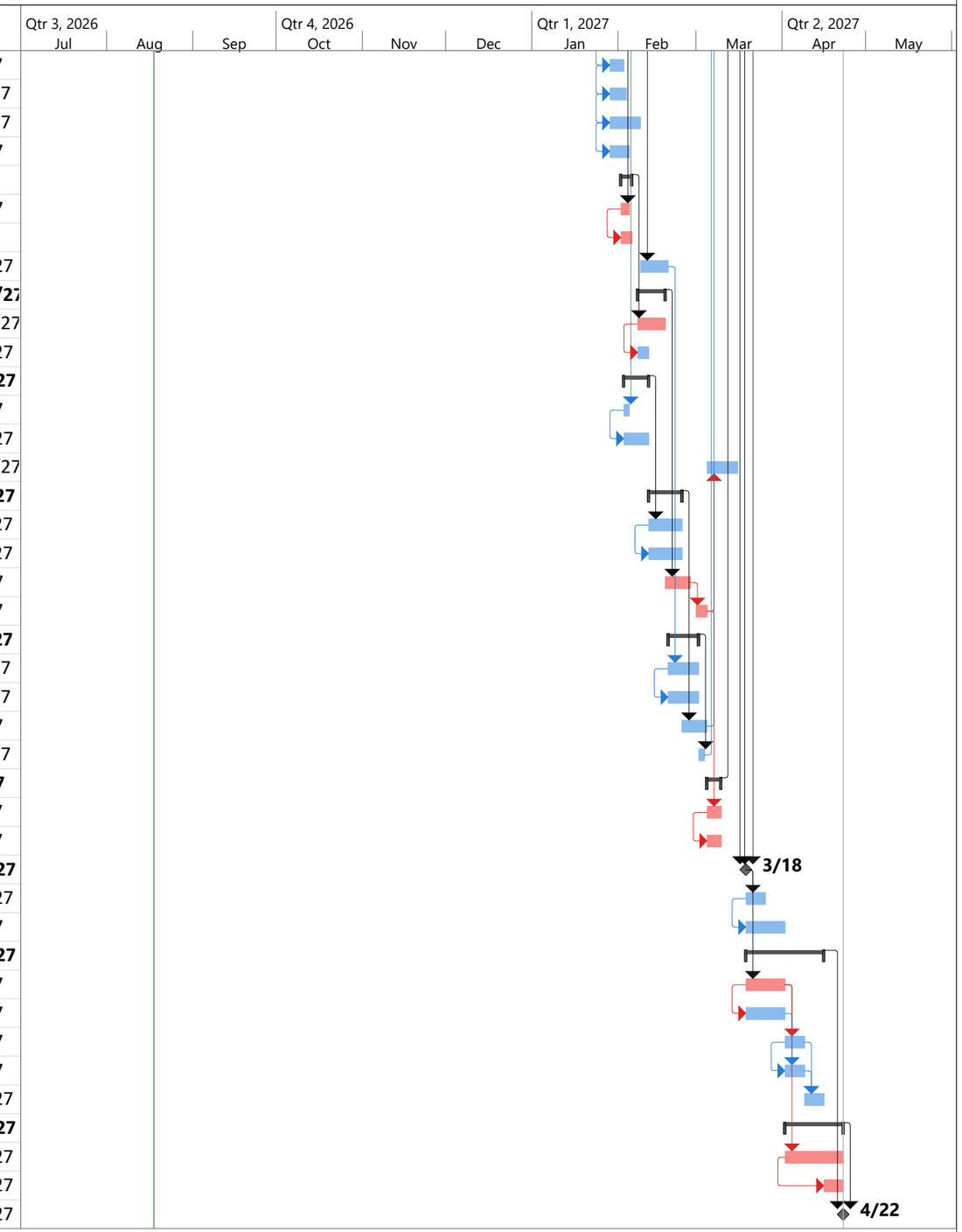
ID	Task Mode	Task Name	Duration	Start	Finish
42		Loc7-01A: CA-9c-1 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Tue 12/8/26	Wed 12/9/26
43		Loc8-01A: CA-8c-4 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Mon 12/7/26	Tue 12/8/26
44		**Loc9-01A**	**7 days**	**Wed 12/9/26**	**Thu 12/17/2**
45		Loc9-01A: CA-2c-1 CONCRETE WALL TO FOUND. 6/S-802 @ SHEAR WALL & FOUND	7 days	Wed 12/9/26	Thu 12/17/26
46		Loc9-01A: CA-1c-1 FOUNDATION ASSESSMENT 6/S-802 @ FTG. & GRADE BEAMS	7 days	Wed 12/9/26	Thu 12/17/26
47		Loc9-01A: MT-1a-1 CONCRETE CORE SAMPLE 1/S-801 @ ELEV. SLAB & ROOF	7 days	Wed 12/9/26	Thu 12/17/26
48		Loc10-01A: CA-10c-1 PARTITION BRACING @ PART. WALLS @ CORR.	3 days	Wed 12/9/26	Fri 12/11/26
49		**Loc11-01A**	**4 days**	**Thu 12/10/2**	**Tue 12/15/2**
50		Loc11-01A: CA-5c-1 WALL THICKNESS 14&15/S-802 @ SHEAR WALL	4 days	Thu 12/10/26	Tue 12/15/26
51		Loc11-01A: CA-6c-1 WALL REINFORCING ASSESS. 14&15/S-802 @ SHEAR WALL	4 days	Thu 12/10/26	Tue 12/15/26
52		Loc12-01A: CA-9c-2 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Thu 12/10/26	Fri 12/11/26
53		Loc13-01A: CA-8c-5 SEISMIC JOINTS @ SEISMIC SEPARATION	2 days	Mon 12/14/2	Tue 12/15/26
54		**Loc14-01A**	**4 days**	**Wed 12/16/2**	**Mon 12/21/2**
55		Loc14-01A: CA-5c-2 WALL THICKNESS 14&15/S-802 @ SHEAR WALL	4 days	Wed 12/16/2	Mon 12/21/2
56		Loc14-01A: CA-6c-2 WALL REINFORCING ASSESS. 14&15/S-802 @ SHEAR WALL	4 days	Wed 12/16/2	Mon 12/21/2
57		**Loc15-01A**	**7 days**	**Fri 12/18/26**	**Tue 12/29/2**
58		Loc15-01A: CA-3c-1 CONCRETE SLAB ASSESSMENT 6/S-802 @ ELEV. SLAB & ROOF	3 days	Fri 12/18/26	Tue 12/22/26
59		Loc15-01A: CA-7c-1 CONCRETE WALL TO DIAPHRAGM 8/S-802 @ SHEAR WALL TO	7 days	Fri 12/18/26	Tue 12/29/26
60		Loc15-01A: CA-11c-1 REINFORCING MESH ASSESS. 8/S-802 @ ELEV. SLAB & ROOF	4 days	Fri 12/18/26	Wed 12/23/2
61		Loc15-01A: CA-4c-1 SLAB REINFORCING ASSESS. 8/S-802 @ ELEV. SLAB & ROOF	4 days	Fri 12/18/26	Wed 12/23/2
62		Loc15-01A: MT-3a-1 REINFORCING STEEL SAMPLES 3/S-801 @ ELEV. SLAB & ROOF	4 days	Fri 12/18/26	Wed 12/23/2
63		**Loc16-01A**	**7 days**	**Tue 12/22/2**	**Thu 12/31/2**
64		Loc16-01A: MT-2a-1 CONCRETE CORE SAMPLE 1/S-801 @ SHEAR WALL	7 days	Tue 12/22/26	Thu 12/31/26
65		Loc16-01A: CA-5c-3 WALL THICKNESS 14&15/S-802 @ SHEAR WALL	4 days	Tue 12/22/26	Mon 12/28/2
66		Loc16-01A: CA-6c-3 WALL REINFORCING ASSESS. 14&15/S-802 @ SHEAR WALL	4 days	Tue 12/22/26	Mon 12/28/2
67		**Loc17-01A**	**7 days**	**Tue 12/22/2**	**Thu 12/31/2**
68		Loc17-01A: CA-7c-2 CONCRETE WALL TO DIAPHRAGM 8/S-802 @ SHEAR WALL TO	7 days	Tue 12/22/26	Thu 12/31/26
69		Loc17-01A: CA-4c-2 SLAB REINFORCING ASSESS. 8/S-802 @ ELEV. SLAB & ROOF	4 days	Tue 12/22/26	Mon 12/28/2
70		Loc17-01A: CA-11c-1 REINFORCING MESH ASSESS. 8/S-802 @ ELEV. SLAB & ROOF	4 days	Tue 12/22/26	Mon 12/28/2
71		Loc17-01A: CA-3c-2 CONCRETE SLAB ASSESSMENT 6/S-802 @ ELEV. SLAB & ROOF	7 days	Tue 12/22/26	Thu 12/31/26
72		**Loc18-01A**	**7 days**	**Wed 12/23/2**	**Mon 1/4/27**
73		Loc18-01A: CA-7c-3 CONCRETE WALL TO DIAPHRAGM 8/S-802 @ SHEAR WALL TO	7 days	Wed 12/23/2	Mon 1/4/27
74		Loc18-01A: CA-11c-3 REINFORCING MESH ASSESS. 8/S-802 @ ELEV. SLAB & ROOF	4 days	Wed 12/23/2	Tue 12/29/26
75		Loc18-01A: CA-4c-3 SLAB REINFORCING ASSESS. 8/S-802 @ ELEV. SLAB & ROOF	4 days	Wed 12/23/2	Tue 12/29/26
76		Loc18-01A: CA-3c-3 CONCRETE SLAB ASSESSMENT 6/S-802 @ ELEV. SLAB & ROOF	7 days	Wed 12/23/2	Mon 1/4/27
77		**Loc19-01A**	**4 days**	**Wed 12/16/2**	**Mon 12/21/2**
78		Loc19-01A: MT-4a-0 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Wed 12/16/2	Mon 12/21/2
79		Loc19-01A: MT-5a-0 REINFORCING MESH SAMPLES @ ELEV. SLAB & ROOF	4 days	Wed 12/16/2	Mon 12/21/2
80		**ORIGINAL POWER PLANT - BLDG 01B (S251366-13-00)**	**54 days**	**Wed 12/30/2**	**Thu 3/18/27**
81		**Loc20-01B**	**7 days**	**Mon 1/4/27**	**Tue 1/12/27**
82		Loc20-01B: MT-4a-1 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Mon 1/4/27	Thu 1/7/27



ID	Task Mode	Task Name	Duration	Start	Finish
83		Loc20-01B: MT-2a-1 CONCRETE CORE SAMPLE @ SHEAR WALL	7 days	Mon 1/4/27	Tue 1/12/27
84		Loc20-01B: MT-4a-1 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Mon 1/4/27	Thu 1/7/27
85		**Loc21-01B**	**7 days**	**Mon 1/4/27**	**Tue 1/12/27**
86		Loc21-01B: MT-2a-2 CONCRETE CORE SAMPLE @ SHEAR WALL	7 days	Mon 1/4/27	Tue 1/12/27
87		Loc21-01B: CA-1c-2 WALL THICKNESS 1&3/S-802 @ SHEAR WALL	3 days	Mon 1/4/27	Wed 1/6/27
88		Loc21-01B: CA-2c-2 WALL REINFORCING ASSESS. 1&3/S-802 @ SHEAR WALL	3 days	Mon 1/4/27	Wed 1/6/27
89		**Loc22-01B**	**7 days**	**Wed 12/30/2**	**Fri 1/8/27**
90		Loc22-01B: MT-2a-3 CONCRETE CORE SAMPLE @ SHEAR WALL	7 days	Wed 12/30/2	Fri 1/8/27
91		Loc22-01B: CA-6c-1 FOOTING ASSESSMENT 3/S-802 @ CONCRETE FOOTING	5 days	Wed 12/30/2	Wed 1/6/27
92		Loc22-01B: CA-1c-1 WALL THICKNESS 1&3/S-802 @ SHEAR WALL	4 days	Wed 12/30/2	Tue 1/5/27
93		Loc22-01B: CA-2c-1 WALL REINFORCING ASSESS. 1&3/S-802 @ SHEAR WALL	4 days	Wed 12/30/2	Tue 1/5/27
94		Loc22-01B: CA-3c-1 CONCRETE WALL TO FOOTING 1&3/S-802 @ SHEAR WALL TO	7 days	Wed 12/30/2	Fri 1/8/27
95		Loc23-01B: MT-4a-2 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Wed 1/13/27	Tue 1/19/27
96		Loc24-01B: MT-4a-3 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Wed 1/20/27	Mon 1/25/27
97		Loc25-01B: CA-4c-1 CONCRETE WALL TO DIAPHRAGM 2/S-802 @ SHEAR WALL TO SL	7 days	Mon 1/11/27	Wed 1/20/27
98		Loc26-01B: CA-4c-2 CONCRETE WALL TO DIAPHRAGM 2/S-802 @ SHEAR WALL TO SL	7 days	Tue 1/5/27	Wed 1/13/27
99		**Loc27-01B**	**7 days**	**Fri 3/5/27**	**Mon 3/15/27**
100		Loc27-01B: CA-5c-2 SLAB THICKNESS & REINFORCING 2&4/S-802 @ JOIST SLAB	4 days	Fri 3/5/27	Wed 3/10/27
101		Loc27-01B: MT-1a-2 CONCRETE CORE SAMPLE @ CONCRETE DIAPHRAGM	7 days	Fri 3/5/27	Mon 3/15/27
102		**Loc28-01B**	**7 days**	**Wed 3/10/27**	**Thu 3/18/27**
103		Loc28-01B: CA-5c-1 SLAB THICKNESS & REINFORCING 2&4/S-802 @ JOIST SLAB	4 days	Wed 3/10/27	Mon 3/15/27
104		Loc28-01B: MT-1a-1 CONCRETE CORE SAMPLE @ CONCRETE DIAPHRAGM	7 days	Wed 3/10/27	Thu 3/18/27
105		Loc28-01B: MT-3a-1 REINFORCING STEEL SAMPLES @ CONCRETE DIAPHRAGM	4 days	Wed 3/10/27	Mon 3/15/27
106		Loc29-01B: CA-5c-3 SLAB THICKNESS & REINFORCING 2&4/S-802 @ JOIST SLAB	4 days	Thu 1/14/27	Wed 1/20/27
107		Loc30-01B: MT-1a-3 CONCRETE CORE SAMPLE @ CONCRETE DIAPHRAGM	7 days	Wed 1/13/27	Fri 1/22/27
108		Loc31-01B: MT-3a-2 REINFORCING STEEL SAMPLES @ CONCRETE DIAPHRAGM	4 days	Thu 1/21/27	Tue 1/26/27
109		Loc32-01B: MT-3a-3 REINFORCING STEEL SAMPLES @ CONCRETE DIAPHRAGM	4 days	Mon 1/25/27	Thu 1/28/27
110		**ADMINISTRATION WING - BLDG 2 (S260022-13-00)**	**37 days**	**Thu 1/21/27**	**Mon 3/15/27**
111		Loc33-02: CA-12c-2 PARTITION BRACING 3/S-803 @ PARTITION WALLS	4 days	Thu 3/4/27	Tue 3/9/27
112		**Loc34-02**	**7 days**	**Thu 1/21/27**	**Fri 1/29/27**
113		Loc34-02: CA-1c-2 WALL THICKNESS 1/S-802 @ SHEAR WALL	3 days	Thu 1/21/27	Mon 1/25/27
114		Loc34-02: CA-3c-2 WALL REINFORCING ASSESS. 1/S-802 @ SHEAR WALL	4 days	Thu 1/21/27	Tue 1/26/27
115		Loc34-02: MT-2a-1 CONCRETE CORE SAMPLE @ SHEAR WALL	7 days	Thu 1/21/27	Fri 1/29/27
116		Loc34-02: MT-4a-1 REINFORCING STEEL SAMPLES @ SHEAR WALL	4 days	Thu 1/21/27	Tue 1/26/27
117		Loc35-02: CA-12c-1 PARTITION BRACING 3/S-803 @ PARTITION WALLS	3 days	Tue 1/26/27	Thu 1/28/27
118		Loc36-02: CA-12c-3 PARTITION BRACING 3/S-803 @ PARTITION WALLS	3 days	Fri 1/29/27	Tue 2/2/27
119		**Loc37-02**	**4 days**	**Wed 1/27/27**	**Mon 2/1/27**
120		Loc37-02: CA-1c-1 WALL THICKNESS 1/S-802 @ SHEAR WALL	3 days	Wed 1/27/27	Fri 1/29/27
121		Loc37-02: CA-3c-1 WALL REINFORCING ASSESS. 1/S-802 @ SHEAR WALL	4 days	Wed 1/27/27	Mon 2/1/27
122		**Loc38-02**	**7 days**	**Fri 1/29/27**	**Mon 2/8/27**
123		Loc38-02: MT-2a-2 CONCRETE CORE SAMPLE @ SHEAR WALL	7 days	Fri 1/29/27	Mon 2/8/27



ID	Task Mode	Task Name	Duration	Start	Finish
124		Loc38-02: CA-2c-1 WALL THICKNESS 2/S-802 @ SHEAR WALL	3 days	Fri 1/29/27	Tue 2/2/27
125		Loc38-02: CA-4c-1 WALL REINFORCING ASSESS. 2/S-802 @ SHEAR WALL	4 days	Fri 1/29/27	Wed 2/3/27
126		Loc38-02: CA-5c-1 CONCRETE WALL TO FOOTING 2/S-802 @ SHEAR WALL TO FTG.	7 days	Fri 1/29/27	Mon 2/8/27
127		Loc38-02: CA-7c-1 FOOTING ASSESSMENT 2/S-802 @ CONCRETE FOOTING	5 days	Fri 1/29/27	Thu 2/4/27
128		**Loc39-02**	**4 days**	**Tue 2/2/27**	**Fri 2/5/27**
129		Loc39-02: CA-2c-2 WALL THICKNESS 2/S-802 @ SHEAR WALL	3 days	Tue 2/2/27	Thu 2/4/27
130		Loc39-02: CA-4c-2 WALL REINFORCING ASSESS. 2/S-802 @ SHEAR WALL	4 days	Tue 2/2/27	Fri 2/5/27
131		Loc40-02: MT-2a-3 CONCRETE CORE SAMPLE @ SHEAR WALL	7 days	Tue 2/9/27	Thu 2/18/27
132		**Loc41-02**	**7 days**	**Mon 2/8/27**	**Wed 2/17/27**
133		Loc41-02: MT-1a-1 CONCRETE CORE SAMPLE @ CONCRETE DIAPHRAGM	7 days	Mon 2/8/27	Wed 2/17/27
134		Loc41-02: MT-3a-1 REINFORCING STEEL SAMPLES @ CONCRETE DIAPHRAGM	4 days	Mon 2/8/27	Thu 2/11/27
135		**Loc42-02**	**7 days**	**Wed 2/3/27**	**Thu 2/11/27**
136		Loc42-02: CA-11c-2 SEISMIC JOINTS 1/S-802 & 1/S-803 @ SEISMIC SEPARATION	2 days	Wed 2/3/27	Thu 2/4/27
137		Loc42-02: CA-10c-1 CONCRETE WALL TO DECK 1&2/S-803 @ SHEAR WALL TO SLAE	7 days	Wed 2/3/27	Thu 2/11/27
138		Loc43-02: CA-6c-2 CONCRETE WALL TO SLAB 1&2/S-802 @ SHEAR WALL TO SLAB	7 days	Fri 3/5/27	Mon 3/15/27
139		**Loc44-02**	**7 days**	**Fri 2/12/27**	**Tue 2/23/27**
140		Loc44-02: CA-8c-2 CONCRETE SLAB ASSESSMENT 3/S-802 @ TRANSVERSE SLAB	7 days	Fri 2/12/27	Tue 2/23/27
141		Loc44-02: MT-1a-3 CONCRETE CORE SAMPLE @ CONCRETE DIAPHRAGM	7 days	Fri 2/12/27	Tue 2/23/27
142		Loc45-02: CA-10c-2 CONCRETE WALL TO DECK 1&2/S-803 @ SHEAR WALL TO SLAB	7 days	Thu 2/18/27	Fri 2/26/27
143		Loc46-02: CA-9c-1 SPANDREL THICKNESS & REINF. 4/S-802 @ SPANDRELS	4 days	Mon 3/1/27	Thu 3/4/27
144		**Loc47-02**	**7 days**	**Fri 2/19/27**	**Mon 3/1/27**
145		Loc47-02: MT-1a-2 CONCRETE CORE SAMPLE @ CONCRETE DIAPHRAGM	7 days	Fri 2/19/27	Mon 3/1/27
146		Loc47-02: CA-8c-1 CONCRETE SLAB ASSESSMENT 3/S-802 @ TRANSVERSE SLAB	7 days	Fri 2/19/27	Mon 3/1/27
147		Loc48-02: CA-6c-1 CONCRETE WALL TO SLAB 1&2/S-802 @ SHEAR WALL TO SLAB	7 days	Wed 2/24/27	Thu 3/4/27
148		Loc49-02: CA-11-1 SEISMIC JOINTS 1/S-802 & 1/S-803 @ SEISMIC SEPARATION	2 days	Tue 3/2/27	Wed 3/3/27
149		**Loc50-02**	**3 days**	**Fri 3/5/27**	**Tue 3/9/27**
150		Loc50-02: MT-5a-1 METAL DECK @ PENTHOUSE DIAPH.	3 days	Fri 3/5/27	Tue 3/9/27
151		Loc50-02: CA-13c-1 METAL DECK ASSESSMENT 1/S-803 @ METAL DECK	3 days	Fri 3/5/27	Tue 3/9/27
152		**Substantial Completion**	**0 days**	**Thu 3/18/27**	**Thu 3/18/27**
153		Equipment Removal & Clean Up	5 days	Fri 3/19/27	Thu 3/25/27
154		Punchlist Items	10 days	Fri 3/19/27	Thu 4/1/27
155		**HCAI Project Closeout**	**20 days**	**Fri 3/19/27**	**Thu 4/15/27**
156		Collect Final Reports and VCRs	10 days	Fri 3/19/27	Thu 4/1/27
157		IOR & Special Inspector Reports & SEOR Review	10 days	Fri 3/19/27	Thu 4/1/27
158		FLSO Final	5 days	Fri 4/2/27	Thu 4/8/27
159		DSE Final	5 days	Fri 4/2/27	Thu 4/8/27
160		CO Final	5 days	Fri 4/9/27	Thu 4/15/27
161		**Project Closeout**	**15 days**	**Fri 4/2/27**	**Thu 4/22/27**
162		Submit Close Out Package to Owner and Facility	15 days	Fri 4/2/27	Thu 4/22/27
163		Submit Final Billings & Project Financial Closeout	5 days	Fri 4/16/27	Thu 4/22/27
164		Project Complete	0 days	Thu 4/22/27	Thu 4/22/27



This form is required. This form must be submitted with a California All-Purpose Acknowledgment.

NONCOLLUSION DECLARATION

To be executed by Bidder and submitted with Bid.

The undersigned declares:

I am the Chief Executive Officer of ETC Building & Design, Inc. the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/18/2026, at San Diego, CA.

_____
Signature of: President, Secretary,
Manager, Owner, or Representative

_____John Mentzer, CEO_____
Clearly Print Name and Title

*** * * END OF NONCOLLUSION DECLARATION * * ***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 [County] San Diego
On August 18th 2026 before me Lori Copeland Notary Public,

personally appeared John Mentzer

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.

Lori Copeland
(SIGNATURE OF THE NOTARY PUBLIC)

LORI COPELAND
Notary Public - California
San Diego County
Commission # 2483024
My Comm. Expires Mar 3, 2028

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER(S)
  TITLE(S): Chief Executive Officer
- ☐ PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
ETC Building & Design, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT
Non collusion Declaration

NUMBER OF PAGES
(1) one

DATE OF DOCUMENT
8/18/2026

SIGNER(S) OTHER THAN NAMED ABOVE
n/a

Right Thumbprint of Signer	

This form is required.

BIDDER'S STATEMENT REGARDING DEBARMENT

To be completed by Bidder and submitted with Bid.

1) Has your firm, or any firm with which any of your firm's owners/officers/partners was associated, or any of your subcontractors ever been debarred in the State of California?

_____	__X___
Yes	No

2) If yes, provide an attachment with more details, including the name(s) of the party debarred, the names of the agency(ies), and the period(s) of and reasons for debarment(s).

_____
Signature of: President, Secretary,
Manager, Owner, or Representative

*** * * END OF STATEMENT REGARDING DEBARMENT * * ***

This form is required.

SURETY AND FINANCIAL STATUS

To be completed by Bidder and submitted with Bid.

A) List the name of all Surety Companies utilized during the last five years. Use additional sheets as necessary.

	Surety Name and Complete Address	Contact and Phone Number	Period Covered
A	The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653-0002	Michael Strahan KPS Insurance Services (858) 240-2957	01-2003 to 11-2026
B	N/A	N/A	N/A
C			
D			
E			

B) Was any surety required to complete any portion of the Bidder's projects in the last five years? If so, provide the following information:

	Surety Name, Address, Contact and Phone	Year	Explanation
A	N/A	N/A	N/A
B			
C			
D			

*** * * END OF SURETY AND FINANCIAL STATUS * * ***

This form is required.

SAFETY ACKNOWLEDGMENT

To be completed by Bidder and submitted with Bid.

The undersigned Contractor hereby acknowledges its obligation to ensure that all Work performed on behalf of IVHD for the Project is consistent with safety standards and practices for Contractor's business and as established by state, federal and local laws and regulations, including but not limited to applicable Occupational Safety and Health Administration regulations and safety orders. Contractor will maintain those safety programs, certificates and permits appropriate for the work for the duration of the Project, and will update its safety programs, certificates and permits as needed to reflect best practices and any changes in the scope of work. Contractor further acknowledges that it will ensure that its subcontractors maintain adequate safety programs that are necessary and appropriate for the work those subcontractors will perform on the Project. Contractor agrees to promptly provide a copy of any safety program documentation to IVHD upon request.

Safety Checklist

Contractor acknowledges that for the duration of the Project, Contractor and/or its subcontractors will maintain, and provide adequate training to employees on, the safety program components marked "YES" below, and that those safety program components marked "N/A" (not applicable) are not necessary or appropriate for the Project work to be performed.

Safety Program Components	Category	Authority	YES	N/A
Boiler Safety	B&FPV	8 CCR §§ 750 - 797		X
General Construction	CSO	8 CCR §§ 1508 - 1527	X	
Dusts, Fumes, Mists, Vapors, and Gases	CSO	8 CCR §§ 1528 - 1537	X	
Excavations	CSO	8 CCR §§ 1539 - 1547	X	
Bins, Bunkers, Hoppers, and Material Storage	CSO	8 CCR §§ 1548 - 1549	X	
Derricks, Cranes, Boom-Type Excavators	CSO	8 CCR §§ 1581 -1589		X
Haulage and Earth Moving	CSO	8 CCR §§ 1590 - 1596		X
Vehicles, Traffic Control, Flaggers, Barricades, and Warning Signs	CSO	8 CCR §§ 1597 - 1599		X
Pile Driving	CSO	8 CCR §§ 1600 - 1601		X
Work Over or Near Water	CSO	8 CCR §§ 1602 - 1603		X
Construction Hoists	CSO	8 CCR §§ 1604 - 1605.21		X
Cranes and Derricks in Construction	CSO	8 CCR §§ 1610 -1619.5		X
Standard Railings	CSO	8 CCR §§ 1620 - 1621		X
Ramps, Runways, Stairwells, and Stairs	CSO	8 CCR §§ 1623 - 1626	X	
Access and Egress	CSO	8 CCR §§ 1629 - 1631	X	
Floor, Roof, and Wall Openings	CSO	8 CCR §§ 1632 - 1633	X	
Temporary Floors	CSO	8 CCR § 1635		X
Scaffolds	CSO	8 CCR §§ 1635.1 - 1667	X	
Fall Protection	CSO	8 CCR §§ 1669 - 1672	X	
Ladders	CSO	8 CCR §§ 1675 - 1678	X	
Saws--Power	CSO	8 CCR §§ 1680 - 1682	X	
Powder-Actuated Tools	CSO	8 CCR §§ 1684 - 1692	X	

Miscellaneous Construction Tools and Equipment	CSO	8 CCR §§ 1693 - 1708	X	
Erection and Construction	CSO	8 CCR §§ 1709 - 1722.1	X	
Roofing Operations and Equipment	CSO	8 CCR §§ 1723 - 1731	X	
Demolition	CSO	8 CCR §§ 1733 - 1737	X	
Oxygen, Acetylene, and Fuel Gas	CSO	8 CCR §§ 1739 - 1743	X	
Electrical Requirements for Construction Work	CSO	8 CCR § 1760	X	
Fire Protection and Prevention	CSO	8 CCR §§ 1920 - 1938	X	
Confined Spaces in Construction	CSO	8 CCR §§1950-1962	X	
Injury & Illness Prevention Program	GISO	8 CCR § 3203	X	
Personal Safety Devices and Safeguards	GISO	8 CCR §§ 3380 - 3400	X	
General Mobile Equipment and Auxiliaries	GISO	8 CCR §§ 3620 - 3920		X
Confined Spaces	GISO	8 CCR §§ 5156 -5159	X	
Hazardous Substances and Processes	GISO	8 CCR §§ 5160 - 5199	X	
Diving	GISO	8 CCR §§ 6050 - 6120		X
Clean Air Act and Imperial County Air Pollution Control District	Emissions	Misc.		X
U.S. Department of Transportation Compliance	Transportation	Misc.		X
Pandemic/Coronavirus/COVID-19 Preparedness and Response Plan (or equivalent)	Emergency	8 CCR § 3205 *et. seq.*		X

In addition to those components described above, Contractor's safety program includes the following elements: _____

_____

_____

_____

By signing below, Contractor certifies that the above statements are true and correct.

Date: 8/17/2026

By: _____

Name: Matthew Burns

Position: Director of Project Development

*** * * END OF SAFETY ACKNOWLEDGMENT * * ***

This form is required.

PROJECT EXPERIENCE

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): ETC Building & Design, Inc. **Project Reference:** HCAI# S241075-37-00		Owner: Prime Healthcare 4400 E Guasti Road, 1st Floor Ontario, CA 91761			
Paradise Valley Hospital, Materials Testing Condition Assessment Program (MTCAP)		Richard Rodriguez, Construction Manager			(909) 638-0503 RRodriguez40@primehealthcare.com
Project Name		Owner's Representative [1]			Owner Rep. Phone # and Email
$1,362,339.00	$1,517,324.00	April 10, 2026	170	214	$0
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Completion Date	Contract Time/Time Extensions (Calendar Days)		Liquidated Damages/Penalties Imposed (Dollars)
Mascari Warner Dinh Architects, 1350 Columbia Street, San Diego, CA 92101 Degenkolb Engineers, 2401 E. Katella Avenue, Anaheim, CA 92806		Nat Guerrero, Principal Architect, nguerrero@mascaridinh.com Candice Hanna, Design Engineer, channa@degenkolb.com			(619) 814-0080 (657) 999-1400
Design Engineer and Representative					Eng. Rep. Phone # and Email
Description of Project and Relevance to Project Experience:	This project provided structural materials testing and evaluation across nine Seismic Risk Category IV-A buildings to support SPC-4D compliance. ETC performed material extraction, testing, analysis, and repairs while coordinating closely with facility staff to minimize disruption. Work was carefully phased to maintain strict safety and infection control protocols and uninterrupted hospital operations. Self-performed work included infection control, selective demolition, material extraction and testing coordination, followed by complete repair and restoration of affected areas.				
Description of Change in Contract Value or Contract Time	Based on existing conditions and the results of initial testing, the design team identified the need for additional test locations. This expanded the testing program and resulted in an increase in the contract value.				
Status of Claims, if any [2]:	Not applicable.				

[1] Owner's Representative should be project manager or inspector resident engineer responsible for the work.

[2] Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.

*** * * END OF PROJECT EXPERIENCE * * ***

This form is required.

PROJECT EXPERIENCE

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): ETC Building & Design, Inc. **Project Reference:** SER-2019-00003		Owner: CommonSpirit Health 330 N. Brand Blvd, Suite 400 Glendale, CA 91203			
Bakersfield Memorial Hospital Materials Testing Condition Assessment Program (MTCAP) Project Name		Osa Aimufua, Area Manager Owner's Representative [1]			(916) -955-5294 Osa.aimufua@commonspirit.org Owner Rep. Phone # and Email
$973,595.00 Original Contract Value (Dollars)	$2,964,197.25 Final Contract Value (Dollars)	February 3, 2026 Completion Date	230	365 Contract Time/Time Extensions (Calendar Days)	$0 Liquidated Damages/Penalties Imposed (Dollars)
Degenkolb Engineers, 2401 E. Katella Avenue, Anaheim, CA 92806 Design Engineer and Representative					Myron Curlee, (213) 596-4939 Mcurlee@degenkolb.com Eng. Rep. Phone # and Email
Description of Project and Relevance to Project Experience:	This project was for the seismic evaluation of six occupied hospital buildings for SPC-4D compliance. ETC performed structural materials testing at 176 locations, including concrete, masonry, reinforcing and structural steel sampling, in accordance with ICRA requirements. Detailed phasing, scheduling and infection control measures minimized disruption to hospital operations, while all testing locations and affected finishes were repaired and restored to like-new condition.				
Description of Change in Contract Value or Contract Time	Owner set this project up as a multi-phased implementation which accounted for the bulk of the cost and schedule additions to the project. Additionally, the testing process identified 27 samples where the tested materials were not in conformance with the expected result. Therefore, the Owner requested secondary samples from adjacent locations to confirm or refute previous results. Project was completed on time.				
Status of Claims, if any [2]:	Not applicable.				

[1] Owner's Representative should be project manager or inspector resident engineer responsible for the work.

[2] Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.

*** * * END OF PROJECT EXPERIENCE * * ***

This form is required.

PROJECT EXPERIENCE

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): ETC Building & Design, Inc. **Project Reference:** OSHPD #: SER-2018-00104		Owner: Cedars-Sinai Medical Center 6500 Wilshire Blvd, 20th Floor Los Angeles, CA 90071			
Cedars-Sinai Medical Center Materials Testing Condition Assessment Program (MTCAP) Project Name		Jon Whitney Owner's Representative [1]			jon.whitney@cshs.org 310-345-5468 Owner Rep. Phone # and Email
$740,327.00 Original Contract Value (Dollars)	$1,555,874.00 Final Contract Value (Dollars)	October 2026 Completion Date	641	162 Contract Time/Time Extensions (Calendar Days)	$0 Liquidated Damages/Penalties Imposed (Dollars)
Degenkolb Engineers, 300 South Grand Avenue, Suite 3850, Los Angeles, CA 3121 Design Engineer and Representative					Michael Leung, P.E., Project Engineer (213) 596-5017 Mleung@degenkolb.com Eng. Rep. Phone # and Email
Description of Project and Relevance to Project Experience:	As a Design-Assist project, ETC supported the SPC-4D seismic evaluation of six buildings at the main hospital campus. ETC performed destructive and non-destructive testing of concrete, steel, and masonry to evaluate structural conditions and identify deficiencies requiring retrofit or repair. Detailed phasing, off-hour scheduling, and continuous coordination with hospital staff minimized disruption to 24/7 operations while maintaining safety and regulatory compliance.				
Description of Change in Contract Value or Contract Time	The value increased due to additional extractions and the need to relocate pile locations that were not feasible because of existing conditions. Additional demolition, concrete work, and scanning were also required. The schedule was extended because work areas were not available as planned, and investigation activities took longer due to unforeseen existing conditions.				
Status of Claims, if any [2]:	Not applicable.				

[1] Owner's Representative should be project manager or inspector resident engineer responsible for the work.

[2] Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.

*** * * END OF PROJECT EXPERIENCE * * ***

This form is required.

PROJECT EXPERIENCE

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): ETC Building & Design, Inc. **Project Reference:** S240520-37-00		Owner: Sharp Grossmont Hospital 5555 Grossmont Center Drive La Mesa, CA 91942			
Sharp Grossmont Hospital Materials Testing Condition Assessment Program (MTCAP) Project Name		Malanie Marin, Sr. Project Manager Owner's Representative [1]			(619) 740-5074 Melanie.marin@sharp.com Owner Rep. Phone # and Email
$18,217.00 Original Contract Value (Dollars)	$1,374,951.00 Final Contract Value (Dollars)	April 2025 Completion Date	56 (A)	344 (B) Contract Time/Time Extensions (Calendar Days)	$0 Liquidated Damages/Penalties Imposed (Dollars)
KPFF Consulting Engineers, 700 S. Flower Street, Suite 2100, Los Angeles, CA 90017 Design Engineer and Representative					Luis Toranzo-Dianderas, Principal luis.toranzo@kpff.com, 310-606-0949 Eng. Rep. Phone # and Email
Description of Project and Relevance to Project Experience:	As a Design-Assist project, ETC supported the SPC-4D seismic evaluation of four hospital buildings through destructive and on-destructive testing of concrete, steel, and masonry. The assessment identified structural deficiencies and material conditions requiring targeted retrofit and repair strategies. Through a proactive approach, ETC implemented detailed phasing, off-hour scheduling,and close coordination with hospital staff to minimize disruption to 24/7 operations while maintaining safety and regulatory compliance.				
Description of Change in Contract Value or Contract Time	The original contract value was executed for Design Assist Construction Services (for the MTCAP program) which included field investigations, Design Development Support and Construction Rough Order of Magnitude Estimating. Phase B incorporated the construction phase.				
Status of Claims, if any [2]:	Not applicable.				

[1] Owner's Representative should be project manager or inspector resident engineer responsible for the work.
[2] Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.

*** * * END OF PROJECT EXPERIENCE * * ***

This form is required.

PROJECT EXPERIENCE

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): ETC Building & Design, Inc. **Project Reference:** S181626-13-00		Owner: El Centro Regional Medical Center 1415 Ross Avenue El Centro, CA 92243			
El Centro Regional Medical Center SPC-4D Material Evaluation Project Name		Mark Obeso, Construction Manager Owner's Representative [1]			(760) 482-5003 Mark.obeso@ecrmc.org Owner Rep. Phone # and Email
$1,527,703.00 Original Contract Value (Dollars)	$1,520,623.00 Final Contract Value (Dollars)	April 2020 Completion Date	210	54 Contract Time/Time Extensions (Calendar Days)	$0 Liquidated Damages/Penalties Imposed (Dollars)
Mascari Dinh Architects, 1350 Columbia Street, Suite 900, San Diego CA 92101 Design Engineer and Representative					Eric Scavone, Associate (619) 814-0080 Escavone@mascariwarner.com Eng. Rep. Phone # and Email
Description of Project and Relevance to Project Experience:	The project involved extraction testing and repair of structural components throughout the facility to verify the strength and condition of existing materials. ETC proactively developed and coordinated the project phasing with facility staff to minimize disruption to ongoing operations. ETC self-performed infection control measures, demolition, material extraction, and restoration of affected finishes, ensuring efficient coordination and quality control throughout the work.				
Description of Change in Contract Value or Contract Time	The final contract value reflects a mutually agreed adjustment following a project-related water damage event. Although ETC was not found liable for the incident, the company worked collaboratively with the client to resolve the matter and accepted a cost adjustment to support the project and maintain a positive client relationship.				
Status of Claims, if any [2]:	Not applicable.				

[1] Owner's Representative should be project manager or inspector resident engineer responsible for the work.

[2] Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.

*** * * END OF PROJECT EXPERIENCE * * ***

Following notice from IVHD that the conditions set forth in IFB-29 have been triggered, this form must be submitted by the three (3) lowest bidders within 48 hours of submission of their bids, together with their Escrow Bid Documents as defined below.

ESCROW BID DOCUMENTS AGREEMENT

1.01 DESCRIPTION

A. The three (3) lowest Bidders shall submit, within 48 hours of the Bid opening, one copy of all documentary information generated in the preparation of their Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the successful Bidder will be held in escrow for the duration of the Contract. As used herein, the successful Bidder shall hereinafter be referred to at times as the "Contractor."

B. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all of the information used to prepare its Bid, and that no other Bid preparation information will be considered in resolving disputes.

C. Nothing in the Escrow Bid Documents will change or modify the terms or conditions of the Contract Documents.

1.02 DOCUMENT OWNERSHIP

A. The Escrow Bid Documents are, and will always remain, the property of the Contractor, subject only to joint review by the Owner (and/or Owner's Representative) and the Contractor, as provided herein.

B. The Owner stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, may constitute trade secrets. This acknowledgment is based on the Owner's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in Contractor's possession, is extremely valuable to Contractor and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's pricing methods, productivity assumptions and contemplated techniques of construction. Owner acknowledges that the Contractor expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. Owner further acknowledges that the Escrow Bid Documents and the information contained therein are made available to the Owner only because such action is an express prerequisite to award of the Contract. The Owner acknowledges that the Escrow Bid Documents include a compilation of information used in the Contractor's business, intended to give the

Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Owner agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law. The Owner and Contractor also acknowledge, however, that some documents included in the Escrow Bid Documents do not constitute trade secrets. The inclusion of a document in the Escrow Bid Documents does not transform a document that does not constitute a trade secret, into a confidential trade secret merely by inclusion in the Escrow Bid Documents. Nonetheless, except as set forth herein, Owner will not disclose or utilize the copies of any documents deposited with the Escrow Bid Documents regardless of whether any given document constitutes a confidential trade secret.

1.03 PURPOSE

A. Escrow Bid Documents will be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes, claims and other controversies. The copies deposited as Escrow Bid Documents by the apparent successful Bidder briefly will be reviewed by representative(s) of the Owner and the representatives of the Contractor prior to award to ensure compliance with these provisions, but will not be used for pre-award evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's qualifications for performing the work.

1.04 FORMAT AND CONTENTS

A. Bidders may submit Escrow Bid Documents in their usual cost estimating format. This Escrow Bid Documents Agreement is not intended to cause the Bidder extra work during the preparation of its Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use.

B. The Escrow Bid Documents shall be in English.

C. The Escrow Bid Documents shall clearly itemize the estimated costs of performing the work of each Bid Item contained in the Bid Schedule. Bid Items must be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents will include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from Subcontractors and suppliers, and memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the Bid proposal. Contractor shall break down estimated costs into the Contractor's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, General Conditions, and subcontract cost as appropriate. Contractor shall detail equipment and indirect costs in the Contractor's usual format. The Contractor's

allocation of equipment, indirect costs, contingencies, markup and other items to each Bid item will be included.

D. All costs will be identified. For Bid Items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

E. Bid documents provided by the Owner will not be included in the Escrow Bid Documents unless needed to comply with the requirements of this Agreement.

1.05 SUBMITTALS

A. The Escrow Bid Documents shall be submitted in a sealed container by the three (3) lowest Bidders. The container will be clearly marked on the outside with the Bidder's name, date of submittal, project name and the words "Escrow Bid Documents".

B. The Escrow Bid Documents will be accompanied with the attached Bid Documentation Certification, signed by an individual authorized by the Bidder to execute the bidding proposal, stating that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that he has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

C. Prior to award, Escrow Bid Documents of the apparent successful Bidder will be examined, organized and inventoried by representatives of the Owner and Engineer, together with members of the Contractor's staff who are knowledgeable about the preparation of the Bid. If any Subcontractors object to Contractor's participation in the examination of their bid documents, then the Subcontractor shall provide staff members to replace the Contractor's staff members. Bidders shall inquire and provide notice to Owner with the Escrow Bid Documents regarding any objections by Subcontractors to Contractor's participation in this examination. The examination prior to Award of Contract is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any conditions or terms of the Contract.

D. If all of the documentation required in Article 1.04, "Format and Contents," has not been included in the original submittal, Contractor shall submit additional documentation, at the Owner's discretion, prior to award of the Contract. The detailed breakdown of estimated costs will be reconciled and revised, if appropriate, by agreement between the Contractor and the Owner before making the award.

E. If the Contract is not awarded to the apparent successful Bidder, the Escrow Bid Documents of the Bidder next to be considered for award will be processed as described.

F. Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility and a prerequisite to Contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for the Owner to reject the Bid.

G. If the Bidder's proposal is based on subcontracting any part of the work, each Subcontractor whose total subcontract price exceeds fifty thousand dollars ($50,000) will provide separate Escrow Bid Documents to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Bidder.

H. If the Contractor wishes to subcontract any portion of the work after award, the Owner retains the right to require the Contractor to submit Escrow Bid Documents from the Subcontractor before the subcontract is approved.

I. Escrow Bid Documents submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above, following award of the Contract.

1.06 STORAGE

A. The Escrow Bid Documents of the successful Bidder will be placed in escrow, under seal, for the life of the Contract, in a mutually agreeable location. The cost of storage will be paid by the Owner. No person may access, view, open, or otherwise disturb the sealed Escrow Bid Documents except as expressly provided herein.

B. The Escrow Bid Documents of the remaining Bidders who were asked to submit Escrow Bid Documents, but were not considered, will be stored with the seal intact, unopened (except for inspections with Contractor as set out herein) by the Owner until the Contract is awarded.

1.07 EXAMINATION

A. The Escrow Bid Documents will be examined by both the Owner's representatives and the Contractor and/or Subcontractor's representatives, upon request by the Owner after the initial negotiations on a disputed claim pursuant to the dispute resolution procedure provided in the Contract Documents, or at any time deemed necessary by the Contractor, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes. All such examinations, however, shall be jointly made, and no copying or reproduction of any part of the Escrow Bid Documents will be permitted, without the written permission of the Contractor or Subcontractor. Such permission shall not be unreasonably withheld.

After each examination, the container shall be resealed, so that such seal shall remain intact until the next examination.

B. Examination of the Escrow Bid Documents is subject to the following conditions:

1. As trade secrets, the Escrow Bid Documents are proprietary and confidential as described herein.

2. The Owner and the Contractor and/or Subcontractor will each designate, in writing to the other party, no less than five days prior to examination, the representatives who are authorized to examine the Escrow Bid Documents. All such examinations shall be joint, and no copying or reproduction of any part of the Escrow Bid Documents shall be permitted without the written permission of the Contractor or Subcontractor, which consent shall not unreasonably be withheld. After each examination, the container shall be resealed, so that such seal shall remain intact until the next examination.

3. Representatives of the Owner and Contractor and/or Subcontractor involved in a dispute may jointly examine the Escrow Bid Documents if required to assist in the settlement of a dispute. The Contractor or Subcontractor shall be precluded from the examination of one another's Escrow Bid Documents upon written request of the party submitting the Escrow Bid Documents. The Escrow Bid Documents will be reviewed upon receipt by representatives of the Owner only to determine apparent conformance with the escrow requirements as set out herein.

4. Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of the Owner and Contractor and/or Subcontractor.

1.08 FINAL DISPOSITION

A. The Escrow Bid Documents will be returned to the Contractor at such time as the Contract has been completed and final settlement has been achieved. If the Contract is not awarded to a Contractor who deposits Escrow Bid Documents, those documents will be returned to the Contractor, with the seal intact upon award of the Contract to another Contractor.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL OF THE INFORMATION USED IN PREPARATION OF ITS BID AND THAT I PERSONALLY HAVE EXAMINED THESE CONTENTS AND HAVE FOUND THE BID DOCUMENTATION TO BE COMPLETE.

SIGNATURE: _____

NAME/TITLE: John Mentzer, Chief Executive Officer

CONTRACTOR: ETC Building & Design, Inc.

DATE: August 18th, 2026

*****END OF ESCROW BID DOCUMENTS AGREEMENT*****

ETC BUILDING & DESIGN, INC
PROJECT EXPERIENCE

ETC Building & Design is your trusted partner for **SB 1953 compliance, seismic safety, MTCAP's,** and **facility decommissioning**. Our ongoing collaboration with legislators, policy makers, and HCAi gives us unique insight into both current requirements and upcoming regulations. With this expertise, we provide comprehensive code and cost consulting - helping healthcare leaders make informed decisions about seismic upgrades, retrofits, or decommissioning strategies. From early planning to construction execution, ETC ensures your facilities and campuses meet all legal standards while maximizing long-term value.

El Centro Regional Medical Center
- SPC-4D Seismic Retrofit
- MTCAP

Glendale Memorial Hospital
- SB1953 Decommissioning
- Seismic Upgrades, SPC-2

Good Samaritan Hospital
- SB 1953 HAZUS Material Testing
- MTCAP
- Seismic Upgrades, NPC-3

Kindred Hospital Ontario
- Seismic Upgrades, SPC-2

Kindred Hospital San Gabriel Valley
- Seismic Upgrades, SPC-2

Los Robles Regional Medical Center
- SB1953 HAZUS Material Testing
- MTCAP

Mission Oaks Hospital
- SB 1953 HAZUS Material Testing
- MTCAP

Rady Children's Hospital, San Diego
- Seismic Improvements, NPC-3 & NPC-4
- Equipment Anchorage

Regional Medical Center of San Jose
- SB 1953 HAZUS Material Testing
- MTCAP

San Jose Medical Center
- SB 1953 HAZUS Material Testing
- MTCAP

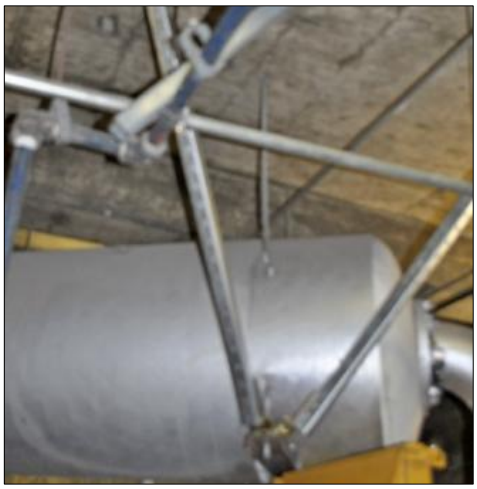
San Ramon Regional Medical Center
- Seismic Upgrades, NPC-3 & NPC-3

Scripps Green Hospital
- Equipment Anchorage

Scripps Memorial Hospital La Jolla
- MTCAP

Sequoia Hospital
- Equipment Anchorage
- Seismic Upgrades, NPC-3 & NPC-3R

St. Bernardine Medical Center
- SB1953 Decommissioning
- Seismic Upgrades, SPC-2 & NPC-3



St. John's Regional Medical Center, Oxnard
- Seismic Upgrades, NPC-3

St. John's Pleasant Valley Hospital
- Seismic Upgrades, NPC-3

St. Joseph's Medical Center, Stockton
- SB1953 Decommissioning

St. Mary's Medical Center, Long Beach
- SB1953 Decommissioning
- Seismic Upgrades, NPC-3 & SPC-2

St. Mary's Medical Center, San Francisco
- Seismic Upgrades, NPC-3R

UCSD Medical Center, Hillcrest
- Seismic Improvements, Phase IIA
- Central Plant & Utility Bridge Bracing

Ukiah Valley Medical Center
- Seismic Upgrades, NPC-3 & NPC-4

University of Southern California
Keck School of Medicine
- Seismic Upgrades, NPC-3

Norris Cancer Hospital
- Seismic Upgrades, NPC-2

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State of California Department of Industrial Relations EST. 1927

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1000006271 - ETC BUILDING & DESIGN, INC.

Customer Account Lookup

PWCR	1000006271
Legal Entity Name	ETC BUILDING & DESIGN, INC.
Contractor Status	DIR Approved
Doing Business As (DBA)	ETC BUILDING & DESIGN
CSLB	814691
Business Structure	-- None --
Business Phone	(858) 554-1150
President	Michael Essrig
Ext	
Email	lcopeland@etcusa.net
Registration Start Date	2026-07-01
Registration End Date	2028-06-30

Crafts

Laborer and Related Classifications | Laborer and Related Classifications (Building Construction)

Address

Mailing Address	7445 Raytheon Rd
Physical Address	7445 Raytheon Rd
Mailing Address - City	San Diego
Physical Address - City	SAN DIEGO
Mailing Address - State	California (CA)
Physical Address - State	CA
Mailing Address - Zip	92111
Physical Address - Zip	92111
Mailing Address - Country	United States
Physical Address - Country	

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CLARIFICATIONS, EXCLUSIONS & ASSUMPTIONS

ETC Building & Design provides the following list for scope clarity in response to the Request for Proposal for the Material Testing & Condition Assessment Program.

CLARIFICATIONS

1. This proposal is based upon the project documents, specifications, and Request for Proposal issued by Imperial Valley Healthcare District, including RFI Responses/Addendum 1.

2. ETC's proposal is based on standard project working hours of Monday through Friday, 7:00 AM to 4:00 PM. Limited off-hours, weekend, or shutdown-related work required to minimize operational disruption will be coordinated with the facility during preconstruction.

3. Verbal discussions, field directives, or informal authorizations shall not constitute a Notice-to-Proceed (NTP) or authorization for additional work. ETC will proceed only upon receipt of formal written authorization from Imperial Valley Healthcare District.

4. Any work outside the identified contract scope will be performed only upon receipt of a fully executed change order approved by Imperial Valley Healthcare District.

5. The attached schedule represents ETC's preliminary proposed schedule and will be further refined and coordinated with Imperial Valley Healthcare District, design consultants, and subcontractors during preconstruction prior to issuance of the baseline project schedule.

6. Infection Control Risk Assessment (ICRA) procedures, Interim Life Safety Measures (ILSM), temporary containment requirements, and construction phasing plans will be coordinated with Imperial Valley Healthcare District Infection Prevention and Facilities representatives prior to each phase mobilization.

7. ETC will maintain all required project documentation, RFIs, submittals, meeting minutes, schedules, daily reports, and closeout documentation within Procore and shared with the owner and design team.

8. All utility shutdowns, tie-ins, and service interruptions will be coordinated with Imperial Valley Healthcare District Facilities personnel and scheduled during approved work windows in accordance with hospital operational requirements.

9. Existing fire-rated assemblies and penetrations impacted by construction activities will be repaired and restored in accordance with approved UL assemblies and project specifications.

10. ETC's proposal assumes reasonable access to the project area during approved construction hours, including access for material deliveries, debris removal, and scheduled shutdown activities.

11. Quoted price excludes cost impact of any tariffs, taxes, or embargoes imposed by the U.S. or trading partners; any such documented cost impact (and related schedule adjustments) is to be reimbursed.

12. This project is based on prevailing wage requirements. There is no PLA or union labor requirement.

13. Retention shall be withheld at five percent (5%), consistent with (Civil Code §8814 / Public Contract Code §7201). For discrete scopes of the Work that achieve Substantial Completion in advance of overall Project Substantial Completion Contractor requests that retention attributable to that scope be released within thirty (30) days following Owner's written acceptance of that scope, subject to Contractor's submission of applicable lien releases and closeout documentation for that portion of the Work.

14. An asbestos survey shall be completed by Owner, and report will need to be on site prior to the commencement of work.

ASSUMPTIONS

1. Existing electrical panels, breakers, and utility infrastructure are assumed to be properly labeled, accessible, and operational for safe lockout/tagout procedures and utility isolation.

2. Existing medical gases, fire alarm systems, nurse call systems, and hospital low-voltage systems are assumed to remain operational and adequately configured to support construction activities.

3. Imperial Valley Healthcare District Facilities personnel or designated Owner representatives will operate all existing breakers, valves, controls, and building systems associated with shutdown activities unless otherwise directed.

4. The project scope is limited to the work identified in the project documents and is not intended to bring existing areas outside the project boundary up to current code or ADA requirements.

5. Trade staff will be permitted to use hospital public facilities such as the cafeteria.

EXCLUSIONS

1. Test items with the letter “b” after the test number indicates Phase II and they are not included in the base bid.

2. Test items with the letter “d” after the test number indicates a secondary testing location and they are not included in the base bid.

3. Room or temporary signage.

4. Existing concealed conditions, undocumented utilities, hazardous materials, structural deficiencies, or infrastructure conflicts not identifiable through reasonable interpretation of the project documents and/or visual investigation are excluded from ETC’s base scope and may require additional cost and/or schedule adjustments if encountered.

5. Re-support, replacement, or upgrade of existing plumbing, HVAC, fire sprinkler, medical gas, electrical, low-voltage, or structural systems outside the defined project scope are excluded.

6. Security systems, badge access systems, CCTV systems, and hospital IT infrastructure modifications are excluded.

7. Inspector of Record (IOR), HCAI inspector fees, permit fees, deferred approval fees, testing agency fees, and deputy inspection fees are excluded.

8. Hazardous material abatement, including but not limited to asbestos, lead-containing materials, mold remediation, PCB-containing materials, or other regulated materials is excluded.

9. Existing slab reinforcement, structural modifications outside the documented scope, or unforeseen concrete deficiencies requiring corrective work beyond the identified project requirements are excluded.

IMPERIAL VALLEY HEALTHCARE DISTRICT

REQUEST FOR BIDS

for the

MATERIAL TESTING AND CONDITION ASSESSMENT PROGRAM (MTCAP) FOR ORIGINAL HOSPITAL-BLD-00765 PROJECT # S251405-13-00;

MATERIAL TESTING AND CONDITION ASSESSMENT PROGRAM (MTCAP) FOR ORIGINAL POWER PLANT- BLD-00766 PROJECT # S251366-13-00

MATERIAL TESTING AND CONDITION ASSESSMENT PROGRAM (MTCAP) FOR ADMINISTRATION WING – BLD-00767 PROJECT # S260022-13-00

Date of Issuance: July 8, 2026

Bids Due: August 11, 2026 at 2:00 PM (local time)

AT

Imperial Valley Healthcare District
Carly Zamora, Chief Executive Officer
207 W. Legion Road, Brawley, CA 92227
czamora@iv-hd.org

ATTENTION: JOSEPH NOWELL

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NOTICE REQUESTING BIDS

Imperial Valley Healthcare District (IVHD or Owner) is requesting bids from qualified firms (Bidders) for a 160-day (calendar days from the Notice to Proceed) construction project to provide improvements related to the Material Testing and Condition Assessment Program (MTCAP) Projects.

The work generally includes furnishing all labor, materials, equipment and services to: include extraction of samples and verification of existing conditions for laboratory testing or condition assessment to satisfy MTCAP. Repair the areas altered for extracting samples or condition assessment back to original state as indicated on these documents and MTCAP.

The above described labor, materials, equipment and services are also referred to as the "Work." With at least one business days' notice, the Contract Documents are available for review at the offices of the Imperial Valley Healthcare District located at 207 W. Legion Road, Brawley, CA. 92227. Bidders must register as plan holders through the IVHD website (https://imperialvalleyhealth.com/ and click on "Solicitations") to receive Project Addenda.

Sealed bids shall be submitted electronically via email or delivered in hard copy to the Imperial Valley Healthcare District Facilities Department, 207 W. Legion Road, Brawley, CA 92227, Attention: Joseph Nowell, no later than August 11, 2026 at 2pm. Bids will be opened publicly at the Facilities Department conference room immediately following the bid deadline. Bid results will be available upon request.

A **mandatory** pre-bid meeting and tour is scheduled for **10:00 AM (local) on July 14, 2026** at the Imperial Valley Healthcare District located at 207 W. Legion Road, Brawley, CA 92227. Additional site visits may be made by appointment only. Appointments shall be made through the IVHD's Project Manager, identified below.

A summary of the bidding timeline follows. Additional details can be found in corresponding sections of the Request for Bids.

EVENT	DATE
Bid advertised	July 8, 2026
Mandatory pre-bid meeting	July 14, 2026; 10:00 am
Questions due	July 28, 2026; 2:00 pm
Bids due	August 11, 2026; 2:00 pm

Each Bidder shall submit information demonstrating relevant contractor experience required by IFB-12.

A bid security bond, in an amount not less than ten (10) percent of the total Bid dollar amount, shall be submitted with each Bid. The successful Bidder shall be required to furnish a payment bond and a faithful performance bond as a condition precedent to the execution of the Contract to provide the Work pursuant to this Notice Requesting Bids.

As applicable to the Work, pursuant to Section 1770 of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Prevailing wage rates may be obtained from the State of California, Division of Labor Statistics and Research at https://www.dir.ca.gov/oprl/statistics_research.html or by calling (415) 703-4774. The successful Bidder shall post a copy of the prevailing wage determination at the job site.

Pursuant to the provisions and procedures of Section 22300 of the California Public Contract Code, the successful Bidder may substitute securities for any monies withheld by IVHD to ensure performance of the Work.

All questions and requests for clarification shall be submitted in writing via email to Joseph Nowell at joseph.nowell@ecrmc.org. The last date to submit questions related to this Project is by 2:00 PM (local) on July 28, 2026 Responses deemed necessary by IVHD will be issued through written addenda distributed to all registered plan holders. It shall be understood, however, IVHD will not interpret Specifications or answer questions by telephone and will not consider any "or equal" materials or equipment for approval before Contract award and signing.

Bidders must submit their bids in strict conformance with all requirements of this Request for Bids ("RFB"), including this Notice Requesting Bids, Information for Bidders, General Conditions, Special Conditions, Specifications, Plans, all accompanying forms and attachments, and Addenda, if any. Bidders shall not be entitled to rely upon any information provided by IVHD, IVHD's Project Manager, Consultants, or others unless such information is communicated in writing through official IVHD issued Addenda. Addenda will be distributed electronically to all registered plan holders and posted on the IVHD website. IVHD's Project Manager for the Project is:

Joseph Nowell
Imperial Valley Healthcare District
207 W. Legion Road, Brawley, CA. 92227
Joseph.nowell@ecrmc.org

IVHD reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the interest of IVHD.

Pursuant to the California contractor's license requirements as stated in the Information for Bidders or elsewhere in this RFB, Bidders shall be licensed in the classification of Class B general contractor license.

Dated at Imperial County, California this 8th day of July, 2026.

By: ___/s/ Carly Zamora_____
Carly Zamora, Chief Executive Officer
Imperial Valley Healthcare District

*** * END OF NOTICE REQUESTING BIDS * * ***

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS (IFB)

IFB-1. Bids

In order to receive consideration, Bids must be made in accordance with the following instructions.

IFB-2. Plan Holder Registration

Interested contractors shall provide their company name, contact person, email address, and contractor license number to Joseph Nowell at joseph.nowell@ecrmc.org to be included on the official plan holders list and receive addenda.

IFB-3. Plans and Specifications

Plans and Specifications for the Work are available for download from the IVHD website. Click on "Procurement" under the "Work With Us" tab at the top or bottom of the home page and then click on "Current Request for Bids." With one business days' notice in writing, hard copy sets may be purchased at the Design Engineer's cost of reproduction.

IFB-4. Documents to Rely Upon

Bidders shall only rely upon the Contract Documents for preparation of their Bids. No statements or representations made by IVHD or other third parties regarding the Project prior to, during, or after submission of Bids will be binding on IVHD unless the statement or representation is made in a written addenda issued by IVHD.

IFB-5. Addenda

Addenda will be distributed electronically to all registered plan holders and posted on the IVHD website.

IFB-6. Examination of Documents, Site, and Conditions

Before submitting a Bid, Bidders shall carefully examine all Contract Documents and visit the site of the Work as needed to fully inform themselves as to all existing conditions and limitations. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work for the Project will be or is now being performed, and the successful Bidder shall employ, as far as possible, such methods and means in carrying out his Work as will not cause any interruption or interference to others working at the site.

If, upon such examination, the Bidder believes that the plans or specifications are incomplete, the Bidder shall so notify IVHD in writing. Submission of a Bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

IFB-7. Materials and Equipment Identified by Brand or Trade Names

Some materials and equipment specified in the Contract Documents may be identified by brand or trade names. Except where specified otherwise, it is the intent of the Contract Documents to allow Bidders to select such materials and equipment from two or more brands or trade names listed in the Specifications or the Plans or from other brands or trade names of materials and equipment of equal quality and utility to those specified and in accordance with provisions contained in the Specifications. Where only one brand or trade name is listed followed by the words "or equal," only one brand or trade name was known to IVHD's Design Engineer when preparing the Contract Documents or the product involves a unique or novel application required to be used in the public interest. Upon request of IVHD or IVHD's Design Engineer, the successful Bidder shall have thirty-five (35) days after signing a Contract for this Work to submit data substantiating any request for substitution of "or equal" items.

IFB-8. Examination of Forms

The Bidder shall carefully examine any form contracts or bonds presented herein.

IFB-9. Questions About Documents

All questions and requests for clarification shall be submitted in writing via email to Joseph Nowell at joseph.nowell@ecrmc.org. Responses deemed necessary by IVHD will be issued through written addenda distributed to all registered plan holders.

IFB-10. Interpretations or Corrections

Interpretation or correction of the RFB will be made only by Addendum. Addenda will be distributed electronically to all registered plan holders and posted on the IVHD website. IVHD will not be responsible for any other explanations or interpretation of the proposed Contract Documents.

IFB-11. Required California Contractor's License

All Bidders must have a valid California contractor's license for the type of work required on this Contract. Bidders shall be licensed under the classification of Class B general contractor license as of the date of submittal of the Bid documents and shall maintain such license until final acceptance of the Work. No Bid will be considered which is not submitted by a Bidder duly licensed as a contractor in this State.

IFB-12. Required Experience of Bidders

In order to be responsive, Bidders must satisfy the following objective criteria:

A. Relevant experience: Demonstrate project experience consisting of at least 5 similar projects constructed in the last 10 years. Similar projects are projects that are similar to this project in size as measured by dollar value and complexity as measured by constructed facilities type and facility technologies used.

B. References: Confirmation of successful completion of at least 5 similar projects with experience constructed in the last 10 years. Successful completion is judged based upon final cost, disputes management, coordination with hospital operations and cooperation of contractor staff. Determination of successful completion is within IVHD's sole discretion.

To this end, each Bidder shall submit and be evaluated in part based upon the following references, statements and documentation demonstrating contractor experience, by using the template Bid Form provided in the Required Bid Forms:

1. Project Name
2. Owner
3. Owners' Representative and contact information, including email (Project Manager or Resident Engineer responsible for the work)
4. Description of the Project
5. Original Contract Value (dollars)
6. Final Contract Value (dollars)
7. Completion date
8. Contract time / time extensions (calendar days)
9. Liquidated Damages or Penalties imposed (dollars)
10. Design Engineering Firm / Representative and contact information
11. Status of claims (list of all items claimed by Owner to be in need of correction, description of item, cause of item and whether resolved to Owner's satisfaction)

Bidder shall also submit with the bid the above information for each key subcontractor, as may be requested by IVHD in the Technical Specifications in order to demonstrate their experience.

Bidder shall submit a statement concerning debarment. No Bidder shall have been debarred by any federal, state and/or local entity within the last five (5) years, unless the Bidder provides explanation to IVHD's satisfaction.

IFB-13. Project Staffing

The successful Bidder who has entered into a contract with IVHD (referred to in this RFP as the "Contractor") shall not assign to the Project an individual to whom IVHD expresses a reasonable objection and shall remove from the Project any individual IVHD rejects with or without specific cause.

IFB-14. Special Requirements Not Used

IFB-15. Required Bonds

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred (100) percent of the Contract Price and a faithful performance bond in an amount equal to one hundred (100) percent of the Contract Price. Such bonds shall be executed by an admitted surety approved to conduct business in the state of California, pursuant to California Code of Civil Procedure Section 995.120. All bonds required to be submitted relating to this Project must comply with California Code of Civil Procedure Section 995.630 and be executed by a person authorized by virtue of a valid Power of Attorney which is in effect and on file with the County Clerk of the County of Imperial.

IFB-16. Warranty Period and Performance Bond

The performance bond shall extend through the warranty period as specified in the General Conditions or not less than one year following the issuance of the Final Notice of Completion, whichever period is longer.

IFB-17. Surety Company

All required bonds shall be secured from a surety company satisfactory to IVHD. IVHD shall be supplied either with: (1) proof of a minimum rating of A, according to the current edition of Best's Key Rating Guide for the coverage being offered; or (2) the information described in Section 995.660 (a)(1) through (4) of the California Code of Civil Procedure.

Bidder shall submit a statement of past surety and financial status. No Bidder shall have had a surety finish work on any contract in the past five (5) years, unless Bidder provides explanation to IVHD's satisfaction.

IFB-18. Liquidated Damages

Liquidated damages shall be assessed at the rate of eight hundred dollars ($800) per calendar day for each day of delay beyond the Contract Time prescribed to complete all Work.

IFB-19. Procurement of Permits and Licenses

Unless otherwise stated, the successful Bidder shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work.

All hazardous or regulated substance removal work shall be performed in conformance with all Laws.

IFB-20. Wage Rates

As applicable to the Work, pursuant to Labor Code Section 1770, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Prevailing wage rates may be obtained from State of California, Division of Labor Statistics and Research at https://www.dir.ca.gov/oprl/statistics_research.html. The Contractor shall post a copy of such prevailing wage determination at the job site. The Contractor may be subject to penalties for paying less than prevailing wage per Labor Code Section 1775. The Contractor shall, as a penalty to IVHD, forfeit Two-Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by the Contractor or by any subcontractors under him unless the requirements of Labor Code Section 1775(b) are met.

IFB-21. Apprentices on Public Works

The Contractor shall comply with all applicable provisions of Sections 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works. Additional information is provided at General Conditions section GC7-2.

IFB-22. Working Hours

The Contractor shall comply with all applicable provisions of Sections 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to IVHD, forfeit twenty-five dollars ($25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and a half (1-1/2) times the basic rate of pay.

IFB-23. Insurance

The Contractor shall provide insurance for this Project in accordance with the provisions stated in the GENERAL CONDITIONS. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

IFB-24. Adequate Sheeting, Shoring, and Bracing or Equivalent Method

Each bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

IFB-25. Execution of Bids and Bid Forms

Bids shall be properly executed upon the Bid Forms attached to and made part of these Contract Documents. No Bid will be considered unless it is made upon such Bid Forms and it is submitted in conformance with the Contract Documents also provided herewith. All Bids shall be made in accordance with all Laws and the requirements of this RFP. Numbers shall be stated both in writing and in figures where so required. In case of a difference between written words and figures, the amount stated in written words shall govern. The completed forms shall be without interlineations, alterations, or erasures.

IFB-26. Submission of Bids

Sealed bids shall be submitted electronically via email or delivered in hard copy to the Imperial Valley Healthcare District Facilities Department, 207 W. Legion Road, Brawley, CA 92227, Attention: Joseph Nowell, no later than August 11, 2026 at 2pm. IVHD must receive one (1) original and (2) hard copies of the proposal and one (1) electronic version on a flash drive.

Bids may be withdrawn by written notice submitted to IVHD prior to the bid deadline.

Submission of a proposal constitutes acceptance by the respondent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between IVHD and the respondent. By submitting a proposal, respondents also certify that they have read, understood and agree to the RFP, Scope of Work and Form Contract terms (except as expressly noted), and have had an opportunity to conduct a reasonable inquiry.

Proposals are prepared and submitted at the respondent's sole cost. This RFP does not commit IVHD to defray or contribute to any costs incurred in the preparation of proposals in response to this RFP.

No Bid will be considered unless it is made upon the Bid Forms (Bidding Documents) contained in and submitted with the Bid Submittal Package. Each Bidder shall meet all of the specifications and bid terms and conditions. By virtue of the Bid submission and acceptance of the bid award, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications, except as expressly qualified in the Bid proposal. Bid Forms may be considered irregular and may be rejected by IVHD if they show any qualifications, alterations of form, unauthorized additions, unauthorized conditional or alternate Bids, incomplete Bids, obviously unbalanced prices, erasures, or irregularities of any kind. Non-substantial deviations, minor irregularities and/or errors may be considered or waived provided that the Bidder submits a full description and explanation of, and justifications for, the proposed deviations, minor irregularities and/or errors. Final determination of any proposed deviation/irregularity/error will be made by IVHD. No Bid will be considered unless accompanied by the Bid Security in the type and amount set forth in

Information for Bidders. The Bid Submittal Package shall consist of the Required Forms section include the following information:

1 – Bid Form:

____ Bid Form Cover Page

____ Bid Schedule and Costs Included (provided in Bid Form, Sections A & B)

____ List of Subcontractors (provided in Bid Form, Section C)

____ List of Equipment Manufacturers (provided in Bid Form, Section D)

____ Safety Acknowledgment (provided in Bid Form, Section E)

____ Company Data (provided in Bid Form, Section F)

____ Closing Statement (provided in Bid Form, Section G)

____ Signed Bidder's Certification(s) to Acknowledge Receipt of any Addendum

2 – Additional Forms (all forms following the Bid Form):

____ Bidder's Bond or Alternate Security with California All-Purpose Acknowledgement

____ Noncollusion Declaration with California All-Purpose Acknowledgement

____ Bidder's Statement Regarding Debarment (in accordance with IFB-12)

____ Surety and Financial Status (in accordance with IFB-17)

____ Safety Acknowledgment (in accordance with Bid Form, Section E)

____ Experience and References (in accordance with IFB-12)

____ Escrow Bid Documents Agreement (in accordance with IFB-29

C. IVHD reserves the right to reject any or all Bids and to waive any informality, irregularity, and nonconformity when deemed advisable for the public good.

D. Bids shall contain a certification that the Total Bid Price requests sufficient funds to allow the successful Bidder to comply with all Laws governing the Work to be provided under the Contract. The successful Bidder also agrees to indemnify IVHD for liabilities and penalties for violations of Labor Code section 2810.

IFB-27. Signing the Bid Form

The Bid shall include the legal name of the Bidder; identify the Bidder as a sole proprietor, a partnership, a corporation, or any other legal entity; be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the Work (a Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder); and the signature of all persons signing shall be in longhand.

IFB-28. Bid Security

Each Bid shall be accompanied by a certified check, cashier's check, cash or bid bond, executed by an admitted surety approved to conduct business in the state of California pursuant to California Code of Civil Procedure Section 995.120, acceptable to IVHD in an amount equal to at least ten (10) percent of the Bid, payable without condition to IVHD as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in manner and form required by these Contract Documents and will furnish the specified bonds. If security is provided in the form of a Bid Bond, the Bid Bond must be executed by an admitted surety approved to conduct business in the state of California pursuant to California Code of Civil Procedure Section 995.120. The bid securities will be retained until the Contract is signed and satisfactory bonds furnished, or other disposition made thereof, but by no later than sixty (60) days from the time the award is made.

IFB-29. Irregular Bids

Bid Forms may be considered irregular and may be rejected by IVHD if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate Bids, incomplete Bids, obviously unbalanced prices, erasures, or irregularities of any kind. Non-substantial deviations,

minor irregularities and/or errors may be considered or waived provided that the Bidder submits a full description and explanation of, and justifications for, the proposed deviations, minor irregularities and/or errors. Final determination of any proposed deviation/irregularity/error will be made by IVHD. No Bid will be considered unless accompanied by the Bid Security in the type and amount set forth in Information for Bidders. No oral, facsimile, telephonic, electronic (e.g. transmitted via e-mail) or modified Bids will be considered.

IFB-30. Withdrawal of Bid Prior to Bid Opening

Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids but before the bid is opened and read aloud.

IFB-31. Withdrawal of Bid after Bid Opening

A Bidder may request to withdraw his Bid after the opening of Bids if a mistake was made in preparing the Bid. A Bidder desiring to withdraw shall give written notice to IVHD within five (5) days after the opening of Bids, specifying in detail how the mistake occurred and how the mistake made the Bid materially different than it was intended to be. Withdrawal will be permitted for mistakes made in filling out the Bid provided the Bidder establishes, to IVHD's satisfaction, that such a mistake was made. Withdrawal will not be permitted for mistakes resulting from errors in

judgment or carelessness in inspecting the site of the Work or in reading the Plans and Specifications. The decision to accept or reject a request for withdrawal shall be solely IVHD's.

IFB-32. Rejection of Bid

IVHD reserves the right to accept or reject any or all Bids and to waive any informality, irregularity, and nonconformity in the Bids received when deemed advisable for the public good.

IFB-33. Bidders Interest in More Than One Bid Prohibited

No person, firm, partnership, association or corporation, under the same or different name, shall make, file, or be interested in more than one Bid for the same Work unless alternate Bids are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

IFB-34. Bid Rejection in Case of Collusion

Reasonable grounds for believing that any Bidder is interested in more than one Bid will cause the rejection of all Bids in which such a Bidder is interested. Any or all Bids can be rejected by IVHD if IVHD has reason for believing that collusion exists among any of the Bidders.

IFB-35. Bid Protest

A. Circumstances of Bid Protest: A Bid protest may be initiated under two circumstances:

1. Unsuccessful Bidder: Any unsuccessful Bidder may file a written protest within forty-eight (48) hours from the time of its receipt of IVHD's notice of intent to award.

2. Non-Responsive or Non-Responsible Bidders: If the apparent low Bidder is found to be non-responsive or non-responsible, the General Manager of the IVHD will notify the affected Bidder by certified mail, return receipt. The affected Bidder may file a written Bid protest within forty-eight (48) hours of its receipt of such notice.

B. Procedures for Bid Protest: Written protests shall be filed with the General Manager, shall be served on all Bidders potentially affected by the protest, and shall contain (1) a factual statement of the protest, (2) the relief sought, and (3) the legal authorities upon which the relief is sought. The General Manager of the IVHD shall endeavor to issue its written decision on the protest within fifteen (15) days after receipt of the written protest. The General Manager's decision shall be final and binding on the affected Bidders.

IFB-36. Award of Contract

IVHD, through its duly authorized body or agent, will award the Contract to the lowest responsible and responsive Bidder complying with these instructions and requirements (including, without limitation, the experience requirements), or may, in its sole and absolute

discretion, reject any or all Bids. The award of the Contract, if made, will be within ninety (90) calendar days after the opening of Bids, and by submission of their Bids all Bidders agree to honor their Bid prices for that period of time. A Notice of Award will be sent to the successful Bidder by certified mail. The low Bid will be determined by the Total Bid Price identified on the Bids.

IFB-37. Modification to Bid Schedule

IVHD may make modifications to the Bid Schedule for the Work after selecting a Bidder, in accordance with the procedures described in the Contract. Such changes may amount to partial or complete elimination of individual bid items, addition or modification of bid items or minor clarification of the Work. Modifications to the bid items shall be negotiated with the successful Bidder based on the submitted unit prices, and the Contract price will be adjusted accordingly.

IFB-38. Number of Copies

The Contract and the bonds will be executed in two original counterparts.

IFB-39. Registration with Department of Industrial Relations

The successful Bidder must be, and must require its Subcontractors to be, registered with the Department of Industrial Relations ("DIR") prior to execution of the Contract, if any, awarded pursuant to this bid invitation. All contractors and Subcontractors who bid or work on, and/or who are awarded a public works project must register with and pay an annual fee to the DIR. No Contractor or Subcontractors may be listed on a bid proposal for a public works project unless

registered with the DIR pursuant to Labor Code § 1725.5. This Project is subject to compliance monitoring and enforcement by the DIR. The successful Bidder shall not perform any work with a Subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Bidders shall submit proof of current registration, and shall require Subcontractors to submit proof of current registration, to IVHD concurrently with its Bid Proposal. Bids cannot be accepted without proof of current registration.

IFB-40. Iran Contracting Act of 2010

Bidders must certify that they are not identified on a list created pursuant to the Iran Contracting Act of 2010 (Cal. Public Contract Code §§ 2200 – 2208) as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

*** * END OF INFORMATION FOR BIDDERS * * ***

REQUIRED BID FORMS

This form is required.

BID FORM

Bid Form Cover Page

TO: IMPERIAL VALLEY HEALTHCARE DISTRICT
BRAWLEY, CALIFORNIA

BIDDER: _____

FOR: Material Testing and Condition Assessment Program (MTCAP) for

Original Hospital BLD-00765 Project # S251405-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Original Power Plant- BLD- 00766 Project # S251366-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Administration Wing – BLD-00767 Project # S260022-13-00

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

Pursuant to, and in compliance with, the Notice Requesting Bids and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, materials, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete, in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, for the prices hereinafter set forth. This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of ninety (90) days after the date set for the opening of Bids, except in accordance with the withdrawal of Bid provisions of the Information for Bidders.

Further, the undersigned proposes and agrees, if the Bid is accepted, that he/she will execute a Contract with IVHD in the form set forth in the Contract Documents and that he/she will accept in full payment thereof the following prices to wit:

A. BID SCHEDULE

Bidder shall complete the following Bid Schedule in its entirety.

Item	Description	Estimated Quantity	Unit Price	Extended Amount
1.	Furnish contract bonds, project insurance and permits	Lump Sum	$	$
2.	Mobilization/Demobilization including project closeout and cleanup (not to exceed three percent (3%) of the Total Bid Price)	Lump Sum	$	$
3.	State required line item for Labor Code sections 6705 and 6707, excavation safety measures.	Lump Sum	$	$
4.	Work for INSERT PROJECT NAME	Lump Sum	$	$
	All other work for a complete operating system per plans and specifications	Lump Sum	$	$

Bidder shall total the extended amounts provided in the bid schedule to determine total bid price entered in the following:

Total Bid Price in Numerals: $_____

Total Bid Price in Words: _____

_____

The low bid will be determined based on the Total Bid Price listed above.

B. COSTS INCLUDED IN PRECEDING BID

The undersigned declares that the cost for all labor, materials, equipment, taxes, freight, insurance and incidentals necessary for the Work is included in the Total Bid Price including but not limited to sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation in conformance with applicable safety orders; prices quoted are F.O.B. job site, installed, tested and operational with all applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties paid by the Bidder.

C. LIST OF SUBCONTRACTORS

Bidder shall completely fill out the list below with the name, California Contractor's license number, and location of place of business of each subcontractor who will perform work or labor or render service to the Contractor under this Contract in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Bid, and shall also list the portion of the Work which will be done by each subcontractor.

The Bidder understands that if the Bidder fails to list a subcontractor that will perform any portion of the Work to be performed under the Contract in excess of one-half of one percent of the Bid, the Bidder shall be deemed to have represented that it is fully qualified to perform that portion of the Work itself (which is subject to verification), and that Bidder has agreed to perform that portion of the Work, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of IVHD, setting forth the facts constituting the emergency or necessity in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code §§ 4100 *et seq*.).

Circumvention by the Contractor of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the Work covered by this Contract shall be considered a violation of Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Public Contract Code § 4110 and 4111. Contractor shall conduct substitutions of subcontractors in compliance with Public Contract Code §§ 4107 and 4107.5 detailing the process and conditions under which a public agency may consent to a subcontractor substitution. Attach additional sheets if necessary.

Contractor's Name & License Number	Place of Business	Value of Work ($)	% of Total Contract	Type of Work

D. LIST OF EQUIPMENT MANUFACTURERS

The undersigned Bidder understands and agrees that IVHD will consider this Bid incomplete and non-responsive unless the Bidder names an approved manufacturer for each item in the following list. Manufacturers not explicitly named in the equipment specification will not be considered equal until approved by the Engineer as specified in General Conditions – Part 6. Not more than one manufacturer shall be named for each item of equipment. The undersigned Bidder hereby agrees that, after submission of this Bid, he/she will not make any change in the following listing of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of equipment unless in compliance with such provision of the Contract Documents pertaining to substitutions and equals. The manufacturers named below produce the listed items of equipment which comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install complying equipment of the manufacturers named in the following lists.

SCHEDULE OF MANUFACTURERS

Bid Item	Item Description	Manufacturer

E. SAFETY ACKNOWLEDGEMENT

Submit a completed Safety Acknowledgement (included with the Required Bid Forms) with the bid in order to describe how the Bidder intends to approach the Work with respect to safety measures for accident prevention, handling of hazardous material or wastes, or any other item that is important to the safe conduct of the Work.

Bid will be rejected as incomplete if not accompanied by this safety documentation. IVHD may reject a Bid if IVHD determines that the Bidder's safety documentation is not sufficient to support a safe work environment. Attach additional sheets if necessary.

F. COMPANY DATA

Legal name of Bidder: _____

_____

All other names under which your firm has operated in the last five years:

_____

_____

The full names and residences of all persons and parties interested in the foregoing Bid Form as principals are as follows:

(NOTICE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.)

_____

_____

_____

_____

Business address: _____

_____

_____

Telephone _____

Contact _____

Email _____

California Contractor's License:

Type: _____

No.: _____

Expiration Date: _____

DIR Registration No: _____

G. CLOSING STATEMENT

In signing below, Bidder certifies that its Total Bid Price includes sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract. Furthermore, Contractor hereby indemnifies IVHD for liabilities and penalties for violations of Labor Code Section 2810.

In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned confirms the following as their certification:

> I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.
>
> In signing below, the undersigned further certifies:
>
> I am duly authorized to execute this certification on behalf of the Bidder, and the Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

The undersigned has the legal authority to bind the Bidder to a contract for the execution of the Work that is the subject of this Bid Form.

Addenda: The undersigned acknowledges receipt of the following Addenda numbers (attach Bidder's certifications to acknowledge receipt of addenda to the bid):

_____

_____

[continued on following page]

Respectfully submitted by: _____
(signature)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on _____, 20____ at _____, California.

Clearly printed name: _____

Position: _____

Seal:

Co-signed or attested: _____
(signature)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on _____, 20____ at _____, California.

Clearly printed name: _____

Position: _____

*** * * END OF BID FORM * * ***

This form is required. This form must be submitted with a California All-Purpose Acknowledgment.

BIDDER'S BOND

(At Least 10 Percent of the Total Bid Price)

KNOW ALL PERSONS BY THESE PRESENT,

That, we_____,

as Principal, and _____,

as Surety, are held and firmly bound unto the Imperial Valley Healthcare District, California (the "Owner") in the sum of

_____

_____Dollars ($_____)

such amount representing at least ten percent (10%) of the amount of the Total Bid Price to obtain the award of a contract for

Material Testing and Condition Assessment Program (MTCAP) for

Original Hospital BLD-00765 Project # S251405-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Original Power Plant- BLD- 00766 Project # S251366-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Administration Wing – BLD-00767 Project # S260022-13-00

as specified and directed for a complete and operating installation (the "Contract") and to be paid to IVHD, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain bid proposal of the above bounden Principal

is accepted by IVHD and if the above bounden Principal shall duly enter into and execute a Contract for such construction, and shall execute and deliver the Payment Bond, Performance Bond, and other Contract Documents described, within ten (10) days from the date of the award and notice to the above bounden Principal

by and from IVHD that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

[continued on following page]

IN WITNESS WHEREOF,

We hereunto set our hands and seals this _____ day of _____, 20___.

_____

Name of Surety

(Seal)

_____

Address

(Attach here Acknowledgement on Standard Form)

_____

Signature of Representative

_____

Telephone Number

_____

Name of Principal

(Seal)

_____

Address

_____

Signature of Representative

_____

Telephone Number

*** * * END OF BIDDER'S BOND * * ***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 [County]
On before me Notary Public,

personally appeared _____

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 OF THE NOTARY PUBLIC)

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S): _____
☐ PARTNERS ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

Right Thumbprint of Signer	

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

This form is required. This form must be submitted with a California All-Purpose Acknowledgment.

NONCOLLUSION DECLARATION

To be executed by Bidder and submitted with Bid.

The undersigned declares:

I am the _____ of _____ the party making the foregoing bid.

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

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

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

_____
Signature of: President, Secretary,
Manager, Owner, or Representative

_____
Clearly Print Name and Title

*** * * END OF NONCOLLUSION DECLARATION * * ***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 [County]
On before me Notary Public,

personally appeared _____

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 OF THE NOTARY PUBLIC)

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)
  TITLE(S): _____
- ☐ PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

Right Thumbprint of Signer	

DESCRIPTION OF ATTACHED DOCUMENT

_____

TITLE OR TYPE OF DOCUMENT

_____

NUMBER OF PAGES

_____

DATE OF DOCUMENT

_____

SIGNER(S) OTHER THAN NAMED ABOVE

This form is required.

BIDDER'S STATEMENT REGARDING DEBARMENT

To be completed by Bidder and submitted with Bid.

1) Has your firm, or any firm with which any of your firm's owners/officers/partners was associated, or any of your subcontractors ever been debarred in the State of California?

_____ Yes _____ No

2) If yes, provide an attachment with more details, including the name(s) of the party debarred, the names of the agency(ies), and the period(s) of and reasons for debarment(s).

_____
Signature of: President, Secretary,
Manager, Owner, or Representative

*** * * END OF STATEMENT REGARDING DEBARMENT * * ***

This form is required.

SURETY AND FINANCIAL STATUS

To be completed by Bidder and submitted with Bid.

A) List the name of all Surety Companies utilized during the last five years. Use additional sheets as necessary.

	Surety Name and Complete Address	Contact and Phone Number	Period Covered
A			
B			
C			
D			
E			

B) Was any surety required to complete any portion of the Bidder's projects in the last five years? If so, provide the following information:

	Surety Name, Address, Contact and Phone	Year	Explanation
A			
B			
C			
D			

*** * * END OF SURETY AND FINANCIAL STATUS * * ***

This form is required.

SAFETY ACKNOWLEDGMENT

To be completed by Bidder and submitted with Bid.

The undersigned Contractor hereby acknowledges its obligation to ensure that all Work performed on behalf of IVHD for the Project is consistent with safety standards and practices for Contractor's business and as established by state, federal and local laws and regulations, including but not limited to applicable Occupational Safety and Health Administration regulations and safety orders. Contractor will maintain those safety programs, certificates and permits appropriate for the work for the duration of the Project, and will update its safety programs, certificates and permits as needed to reflect best practices and any changes in the scope of work. Contractor further acknowledges that it will ensure that its subcontractors maintain adequate safety programs that are necessary and appropriate for the work those subcontractors will perform on the Project. Contractor agrees to promptly provide a copy of any safety program documentation to IVHD upon request.

Safety Checklist

Contractor acknowledges that for the duration of the Project, Contractor and/or its subcontractors will maintain, and provide adequate training to employees on, the safety program components marked "YES" below, and that those safety program components marked "N/A" (not applicable) are not necessary or appropriate for the Project work to be performed.

Safety Program Components	Category	Authority	YES	N/A
Boiler Safety	B&FPV	8 CCR §§ 750 - 797		
General Construction	CSO	8 CCR §§ 1508 - 1527		
Dusts, Fumes, Mists, Vapors, and Gases	CSO	8 CCR §§ 1528 - 1537		
Excavations	CSO	8 CCR §§ 1539 - 1547		
Bins, Bunkers, Hoppers, and Material Storage	CSO	8 CCR §§ 1548 - 1549		
Derricks, Cranes, Boom-Type Excavators	CSO	8 CCR §§ 1581 -1589		
Haulage and Earth Moving	CSO	8 CCR §§ 1590 - 1596		
Vehicles, Traffic Control, Flaggers, Barricades, and Warning Signs	CSO	8 CCR §§ 1597 - 1599		
Pile Driving	CSO	8 CCR §§ 1600 - 1601		
Work Over or Near Water	CSO	8 CCR §§ 1602 - 1603		
Construction Hoists	CSO	8 CCR §§ 1604 - 1605.21		
Cranes and Derricks in Construction	CSO	8 CCR §§ 1610 -1619.5		
Standard Railings	CSO	8 CCR §§ 1620 - 1621		
Ramps, Runways, Stairwells, and Stairs	CSO	8 CCR §§ 1623 - 1626		
Access and Egress	CSO	8 CCR §§ 1629 - 1631		
Floor, Roof, and Wall Openings	CSO	8 CCR §§ 1632 - 1633		
Temporary Floors	CSO	8 CCR § 1635		
Scaffolds	CSO	8 CCR §§ 1635.1 - 1667		
Fall Protection	CSO	8 CCR §§ 1669 - 1672		
Ladders	CSO	8 CCR §§ 1675 - 1678		
Saws--Power	CSO	8 CCR §§ 1680 - 1682		
Powder-Actuated Tools	CSO	8 CCR §§ 1684 - 1692		

Miscellaneous Construction Tools and Equipment	CSO	8 CCR §§ 1693 - 1708		
Erection and Construction	CSO	8 CCR §§ 1709 - 1722.1		
Roofing Operations and Equipment	CSO	8 CCR §§ 1723 - 1731		
Demolition	CSO	8 CCR §§ 1733 - 1737		
Oxygen, Acetylene, and Fuel Gas	CSO	8 CCR §§ 1739 - 1743		
Electrical Requirements for Construction Work	CSO	8 CCR § 1760		
Fire Protection and Prevention	CSO	8 CCR §§ 1920 - 1938		
Confined Spaces in Construction	CSO	8 CCR §§1950-1962		
Injury & Illness Prevention Program	GISO	8 CCR § 3203		
Personal Safety Devices and Safeguards	GISO	8 CCR §§ 3380 - 3400		
General Mobile Equipment and Auxiliaries	GISO	8 CCR §§ 3620 - 3920		
Confined Spaces	GISO	8 CCR §§ 5156 -5159		
Hazardous Substances and Processes	GISO	8 CCR §§ 5160 - 5199		
Diving	GISO	8 CCR §§ 6050 - 6120		
Clean Air Act and Imperial County Air Pollution Control District	Emissions	Misc.		
U.S. Department of Transportation Compliance	Transportation	Misc.		
Pandemic/Coronavirus/COVID-19 Preparedness and Response Plan (or equivalent)	Emergency	8 CCR § 3205 *et. seq.*		

In addition to those components described above, Contractor's safety program includes the following elements: _____

_____

_____

_____

By signing below, Contractor certifies that the above statements are true and correct.

Date: _____ By: _____

Name: _____

Position: _____

*** * * END OF SAFETY ACKNOWLEDGMENT * * ***

This form is required.

PROJECT EXPERIENCE

Each Bidder and key sub shall use this form to demonstrate required experience per IFB-12. Identify firm for whom the project is relevant, and number projects consecutively. Make as many copies as necessary to demonstrate required experience.

Firm (Bidder/Sub): _____		Owner:		
Project Reference: _____				
Project Name		Owner's Representative [1]		Owner Rep. Phone # and Email
Original Contract Value (Dollars)	Final Contract Value (Dollars)	Completion Date	Contract Time/Time Extensions (Calendar Days)	Liquidated Damages/Penalties Imposed (Dollars)
Design Engineer and Representative				Eng. Rep. Phone # and Email
Description of Project and Relevance to Project Experience:				
Description of Change in Contract Value or Contract Time				
Status of Claims, if any [2]:				

[1] Owner's Representative should be project manager or inspector resident engineer responsible for the work.
[2] Attach a list of all items claimed by the Owner to be in need of correction, describe item, cause of item and whether resolved to Owner's satisfaction.

*** * * END OF PROJECT EXPERIENCE * * ***

ESCROW BID DOCUMENTS AGREEMENT & CONTRACT DOCUMENTS

Following notice from IVHD that the conditions set forth in IFB-29 have been triggered, this form must be submitted by the three (3) lowest bidders within 48 hours of submission of their bids, together with their Escrow Bid Documents as defined below.

ESCROW BID DOCUMENTS AGREEMENT

1.01 DESCRIPTION

A. The three (3) lowest Bidders shall submit, within 48 hours of the Bid opening, one copy of all documentary information generated in the preparation of their Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the successful Bidder will be held in escrow for the duration of the Contract. As used herein, the successful Bidder shall hereinafter be referred to at times as the "Contractor."

B. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all of the information used to prepare its Bid, and that no other Bid preparation information will be considered in resolving disputes.

C. Nothing in the Escrow Bid Documents will change or modify the terms or conditions of the Contract Documents.

1.02 DOCUMENT OWNERSHIP

A. The Escrow Bid Documents are, and will always remain, the property of the Contractor, subject only to joint review by the Owner (and/or Owner's Representative) and the Contractor, as provided herein.

B. The Owner stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, may constitute trade secrets. This acknowledgment is based on the Owner's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in Contractor's possession, is extremely valuable to Contractor and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's pricing methods, productivity assumptions and contemplated techniques of construction. Owner acknowledges that the Contractor expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. Owner further acknowledges that the Escrow Bid Documents and the information contained therein are made available to the Owner only because such action is an express prerequisite to award of the Contract. The Owner acknowledges that the Escrow Bid Documents include a compilation of information used in the Contractor's business, intended to give the

Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Owner agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law. The Owner and Contractor also acknowledge, however, that some documents included in the Escrow Bid Documents do not constitute trade secrets. The inclusion of a document in the Escrow Bid Documents does not transform a document that does not constitute a trade secret, into a confidential trade secret merely by inclusion in the Escrow Bid Documents. Nonetheless, except as set forth herein, Owner will not disclose or utilize the copies of any documents deposited with the Escrow Bid Documents regardless of whether any given document constitutes a confidential trade secret.

1.03 PURPOSE

A. Escrow Bid Documents will be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes, claims and other controversies. The copies deposited as Escrow Bid Documents by the apparent successful Bidder briefly will be reviewed by representative(s) of the Owner and the representatives of the Contractor prior to award to ensure compliance with these provisions, but will not be used for pre-award evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's qualifications for performing the work.

1.04 FORMAT AND CONTENTS

A. Bidders may submit Escrow Bid Documents in their usual cost estimating format. This Escrow Bid Documents Agreement is not intended to cause the Bidder extra work during the preparation of its Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use.

B. The Escrow Bid Documents shall be in English.

C. The Escrow Bid Documents shall clearly itemize the estimated costs of performing the work of each Bid Item contained in the Bid Schedule. Bid Items must be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents will include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from Subcontractors and suppliers, and memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the Bid proposal. Contractor shall break down estimated costs into the Contractor's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, General Conditions, and subcontract cost as appropriate. Contractor shall detail equipment and indirect costs in the Contractor's usual format. The Contractor's

allocation of equipment, indirect costs, contingencies, markup and other items to each Bid item will be included.

D. All costs will be identified. For Bid Items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

E. Bid documents provided by the Owner will not be included in the Escrow Bid Documents unless needed to comply with the requirements of this Agreement.

1.05 SUBMITTALS

A. The Escrow Bid Documents shall be submitted in a sealed container by the three (3) lowest Bidders. The container will be clearly marked on the outside with the Bidder's name, date of submittal, project name and the words "Escrow Bid Documents".

B. The Escrow Bid Documents will be accompanied with the attached Bid Documentation Certification, signed by an individual authorized by the Bidder to execute the bidding proposal, stating that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that he has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

C. Prior to award, Escrow Bid Documents of the apparent successful Bidder will be examined, organized and inventoried by representatives of the Owner and Engineer, together with members of the Contractor's staff who are knowledgeable about the preparation of the Bid. If any Subcontractors object to Contractor's participation in the examination of their bid documents, then the Subcontractor shall provide staff members to replace the Contractor's staff members. Bidders shall inquire and provide notice to Owner with the Escrow Bid Documents regarding any objections by Subcontractors to Contractor's participation in this examination. The examination prior to Award of Contract is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any conditions or terms of the Contract.

D. If all of the documentation required in Article 1.04, "Format and Contents," has not been included in the original submittal, Contractor shall submit additional documentation, at the Owner's discretion, prior to award of the Contract. The detailed breakdown of estimated costs will be reconciled and revised, if appropriate, by agreement between the Contractor and the Owner before making the award.

E. If the Contract is not awarded to the apparent successful Bidder, the Escrow Bid Documents of the Bidder next to be considered for award will be processed as described.

F. Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility and a prerequisite to Contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for the Owner to reject the Bid.

G. If the Bidder's proposal is based on subcontracting any part of the work, each Subcontractor whose total subcontract price exceeds fifty thousand dollars ($50,000) will provide separate Escrow Bid Documents to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Bidder.

H. If the Contractor wishes to subcontract any portion of the work after award, the Owner retains the right to require the Contractor to submit Escrow Bid Documents from the Subcontractor before the subcontract is approved.

I. Escrow Bid Documents submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above, following award of the Contract.

1.06 STORAGE

A. The Escrow Bid Documents of the successful Bidder will be placed in escrow, under seal, for the life of the Contract, in a mutually agreeable location. The cost of storage will be paid by the Owner. No person may access, view, open, or otherwise disturb the sealed Escrow Bid Documents except as expressly provided herein.

B. The Escrow Bid Documents of the remaining Bidders who were asked to submit Escrow Bid Documents, but were not considered, will be stored with the seal intact, unopened (except for inspections with Contractor as set out herein) by the Owner until the Contract is awarded.

1.07 EXAMINATION

A. The Escrow Bid Documents will be examined by both the Owner's representatives and the Contractor and/or Subcontractor's representatives, upon request by the Owner after the initial negotiations on a disputed claim pursuant to the dispute resolution procedure provided in the Contract Documents, or at any time deemed necessary by the Contractor, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes. All such examinations, however, shall be jointly made, and no copying or reproduction of any part of the Escrow Bid Documents will be permitted, without the written permission of the Contractor or Subcontractor. Such permission shall not be unreasonably withheld.

After each examination, the container shall be resealed, so that such seal shall remain intact until the next examination.

B. Examination of the Escrow Bid Documents is subject to the following conditions:

1. As trade secrets, the Escrow Bid Documents are proprietary and confidential as described herein.

2. The Owner and the Contractor and/or Subcontractor will each designate, in writing to the other party, no less than five days prior to examination, the representatives who are authorized to examine the Escrow Bid Documents. All such examinations shall be joint, and no copying or reproduction of any part of the Escrow Bid Documents shall be permitted without the written permission of the Contractor or Subcontractor, which consent shall not unreasonably be withheld. After each examination, the container shall be resealed, so that such seal shall remain intact until the next examination.

3. Representatives of the Owner and Contractor and/or Subcontractor involved in a dispute may jointly examine the Escrow Bid Documents if required to assist in the settlement of a dispute. The Contractor or Subcontractor shall be precluded from the examination of one another's Escrow Bid Documents upon written request of the party submitting the Escrow Bid Documents. The Escrow Bid Documents will be reviewed upon receipt by representatives of the Owner only to determine apparent conformance with the escrow requirements as set out herein.

4. Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of the Owner and Contractor and/or Subcontractor.

1.08 FINAL DISPOSITION

A. The Escrow Bid Documents will be returned to the Contractor at such time as the Contract has been completed and final settlement has been achieved. If the Contract is not awarded to a Contractor who deposits Escrow Bid Documents, those documents will be returned to the Contractor, with the seal intact upon award of the Contract to another Contractor.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL OF THE INFORMATION USED IN PREPARATION OF ITS BID AND THAT I PERSONALLY HAVE EXAMINED THESE CONTENTS AND HAVE FOUND THE BID DOCUMENTATION TO BE COMPLETE.

SIGNATURE: _____

NAME/TITLE: _____

CONTRACTOR: _____

DATE: _____

*****END OF ESCROW BID DOCUMENTS AGREEMENT*****

This document is IVHD's formal contract form and is non-negotiable. The IVHD is not bound to proceed with this Project until the successful Bidder executes this form and all other required forms, the IVHD Board of Directors approves the executed form, and IVHD issues a Notice to Proceed.

FORMAL CONTRACT

THIS AGREEMENT is made and entered into this __ day of _____, 20___, by and between _____hereinafter referred to as "Contractor," and the Imperial Valley Healthcare District, Brawley, California, hereinafter referred to as "IVHD."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, IVHD and Contractor agree as follows:

A. Contractor will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the as specified and directed for a complete and operating installation in accordance with the Plans, Specifications and other Contract Documents incorporated by reference herein.

B. IVHD will pay Contractor progress payments and the final payment in accordance with the method set forth in the Contract Documents with warrants drawn on the appropriate fund or funds as required, according to the prices as bid and accepted, and based upon the Contract Documents as follows:

Optional bid items included in Bid: _____

Net Contract Price = _____dollars

$ _____

C. Contractor agrees to complete the Work within one hundred and fifty (150) calendar days from the day following the issuance of the Notice to Proceed, and to the entire satisfaction of IVHD before final payment is made.

D. Time is of the essence in the performance of this Contract.

E. Pursuant to the provisions regarding LIQUIDATED DAMAGES in the GENERAL CONDITIONS, Liquidated Damages shall be assessed against Contractor at the rate of eight hundred dollars ($800.00) per day for each calendar day of delay beyond the Contract Time.

F. Contractor will pay, and will require all subcontractors to pay, all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work, as contained in or referenced by the Contract Documents.

G. Contractor shall forfeit to IVHD, as a penalty, Two-Hundred Dollars ($200) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate set forth herein on the Work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

H. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day and forty (40) hours per week from any person employed by him hereunder, except as provided in the Labor Code of the State of California. That Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that Contractor shall forfeit to IVHD, as a penalty, the sum of twenty-five ($25) Dollars for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of said Article, unless such worker receives compensation for all hours worked in excess of eight (8) hours and forty (40) hours in one week at not less than one and a half (1-1/2) times the basic rate of pay.

I. Contractor shall carry worker's compensation insurance and require all subcontractors to carry worker's compensation insurance as required by the Labor Code of the State of California.

J. Contractor shall, prior to the execution of the Contract, furnish two bonds approved by IVHD, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by IVHD.

K. This Formal Contract incorporates by reference and includes the Notice Requesting Bids, Information for Bidders, Bid Form, General Conditions, Special Conditions, Specifications, Bidder's Bond, Noncollusion Declaration, Formal Contract, Payment Bond, Faithful Performance Bond, Contract Forms, Plans and Addenda, if any, all as the term "Contract." "Contract Documents" shall be as defined in the General Conditions and shall include all of the above.

L. In the event any legal action is commenced to enforce or interpret the provisions of relating to or arising from this Contract, the venue for any such action shall be in the County of Imperial, State of California. IVHD and Contractor agree not to bring any action or proceeding arising out of or relating to this Contract in any other jurisdiction, forum or venue. IVHD and Contractor hereby submit to personal jurisdiction in the State of California for the enforcement of this Contract and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Contract, whether on the grounds of inconvenient forum or otherwise.

M. IVHD will timely notify Contractor in the event that a claim is filed by a third party which is related to the Contract. IVHD will notify Contractor of such claim within ten (10) business days from the date on which IVHD is made aware of the claims. IVHD may recover reasonable costs incurred in providing such notification.

N. Any notice required or permitted under this Contract may be given by ordinary mail or E-mail at the addresses set forth below. Any party whose address changes shall notify the other party in writing. Notices by ordinary mail shall be deemed given the fifth (5th) day after deposit in the mail, or upon actual receipt, whichever occurs first. Notices by E-mail shall be deemed given the first (1st) business day after transmission.

To Owner:
Imperial Valley Healthcare District
207 W. Legion Road
Brawley, CA 92227
Attention: Jospeh Nowell
E-mail: joseph.nowell@ecrmc.org

To Contractor:

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

_____
(Contractor)

IMPERIAL VALLEY HEALTHCARE DISTRICT
(Owner)

(SEAL)

By _____
(Signature)

By _____
(Signature)

_____
(Print name)

_____
Board Chair, _____

_____
(Title)

Contractor's License No.: _____

Expiration Date: _____

Approved as to form:

_____
Legal Counsel, Imperial Valley Healthcare District

*** * * END OF FORMAL CONTRACT * * ***

The Contractor's provision of a bond on this form is a mandatory requirement of the Contract.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, THAT: WHEREAS the Imperial Valley Healthcare District (hereinafter "IVHD") has, on _____, 20 _____, awarded to _____ (hereinafter the "Principal"), a contract for the

Material Testing and Condition Assessment Program (MTCAP) for

Original Hospital BLD-00765 Project # S251405-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Original Power Plant- BLD- 00766 Project # S251366-13-00

Material Testing and Condition Assessment Program (MTCAP) for

Administration Wing – BLD-00767 Project # S260022-13-00

as specified in the Contract Documents; and all miscellaneous work as specified and directed for a complete and operating installation (the "Contract");

WHEREAS, the Principal is required to furnish a bond in connection and with the Contract, providing that if the Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, 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 amount due under the Unemployment Insurance Code of the State of California with respect to such work or labor, or for any amounts due or to be withheld pursuant to Sections 18668 of the Revenue and Taxation Code of the State of California, or with respect to any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Section 9550 through 9566 of the Civil Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies or

appliances owned or used in, upon, for, or about the performance of the Work contracted to be executed or performed, or any person who performs work or labor upon same, or any person

who supplies both work and materials thereto, shall have complied with the provisions of the Civil Code of the State of California, then the Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and in case suit is brought upon this bond, also will pay such reasonable attorneys' fees and costs to the claimant as shall be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations under this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, specifications thereto, or to the Work thereunder. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

_____
Principal

(Seal) _____
Signature for Principal Title

_____
Surety

(Seal) _____
Signature for Surety Title

*** * * END OF PAYMENT BOND * * ***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 [County]
On before me Notary Public,

personally appeared _____

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 OF THE NOTARY PUBLIC)

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)
  TITLE(S): _____
- ☐ PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

Right Thumbprint of Signer	

DESCRIPTION OF ATTACHED DOCUMENT

_____

TITLE OR TYPE OF DOCUMENT

_____

NUMBER OF PAGES

_____

DATE OF DOCUMENT

_____

SIGNER(S) OTHER THAN NAMED ABOVE

The Contractor's provision of a bond on this form is a mandatory requirement of the Contract.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS the Imperial Valley Healthcare District ("IVHD") has, on _____, 20 _____, awarded to _____ (the "Principal"), a contract for furnishing all labor, materials, equipment and services for the Material Testing and Condition Assessment Program (MTCAP) for Original Hospital BLD-00765 Project # S251405-13-00

Material Testing and Condition Assessment Program (MTCAP) for Original Power Plant- BLD- 00766 Project # S251366-13-00

Material Testing and Condition Assessment Program (MTCAP) for Administration Wing – BLD-00767 Project# S260022-13-00

as specified in the Contract Documents; and all miscellaneous work as specified and directed for a complete and operating installation (the "Contract").

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract:

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless IVHD, its officers, employees and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect and Principal and Surety, in the event suit is brought on this bond, will pay to IVHD such reasonable attorneys' fees and costs as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in the said amount shall remain in effect for a period of one (1) year after the completion and acceptance by IVHD of the Work undertaken pursuant to the Contract, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect IVHD from loss of damage made evident during said period of one year from the date of acceptance of the Work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the Work done, the above obligation in the said amount shall remain in full force

and effect. However, notwithstanding anything in this paragraph to the contrary, the obligation of the Surety hereunder shall continue in effect so long as any obligation of the Principal remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, specifications thereto, or to the Work. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees and court costs, incurred by IVHD in successfully enforcing any and all obligations, hereunder all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

_____
Principal

(Seal) _____
Signature for Principal Title

_____
Surety

(Seal) _____
Signature for Surety Title

*** * * END OF PERFORMANCE BOND * * ***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 [County]
On before me Notary Public,

personally appeared _____

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 OF THE NOTARY PUBLIC)

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)
  TITLE(S): _____
- ☐ PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Right Thumbprint of Signer	

GENERAL CONDITIONS

GENERAL CONDITIONS - PART 1

DEFINITIONS

GC1-1 DEFINITIONS

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as specified herein. Additional definitions and abbreviations are specified in the Special Conditions.

ADDENDUM: A supplement to any of the Contract Documents issued by IVHD or IVHD's Representatives in writing prior to the opening of bids.

AWARD: The formal acceptance of the Bid by IVHD.

BID: (See PROPOSAL.)

BIDDER: Any individual, firm, co-partnership, or corporation submitting a Bid for the Work, acting directly or through a duly authorized agent.

CONSTRUCTION ADMINISTRATOR: The term Construction Administrator, when used in the Contract Documents refers to ***[INSERT NAME]***, the firm providing construction administration services to IVHD, or their assistants assigned to the Work, the Project, or any part thereof during the performance of the Work by Contractor and until final acceptance.

CONSTRUCTION MANAGER: See Construction Administrator.

CONTRACT: The written instrument executed by Contractor and IVHD by which Contractor is bound to furnish all labor, equipment, services and materials and to perform the Work, and by which IVHD is obligated to compensate Contractor therefor at the prices set forth therein.

CONTRACT DOCUMENTS: The Notice Requesting Bids, Information for Bidders, Bid Form, General Conditions, Special Conditions, Specifications, Bidder's Bond, Noncollusion Declaration, Formal Contract, Payment Bond, Faithful Performance Bond, Contract Forms, Plans and Addenda, if any; which collectively, may also be called "Project Documents."

CONTRACT PRICE: The Net Contract Price set forth in Section B. of the Formal Contract.

CONTRACT TIME: The number of calendar days in which the Work shall be completed by Contractor, as set forth in Section C. of the Formal Contract.

CONTRACTOR: The person or persons, co-partnership, or corporation who has or have entered into a contract with IVHD for the performance of the Work.

DAYS: Unless otherwise designated, days will be understood to mean calendar days.

DESIGN ENGINEER: The term Design Engineer, when used in the Contract Documents refers to ***[INSERT NAME]***, the firm providing engineering design services to IVHD or their assistants assigned to the Work, the Project, or any part thereof during the performance of the Work by Contractor and until final acceptance. The Design Engineer shall assist IVHD in answering questions during the bid phase. During the construction phase, the Design Engineer shall provide services such as submittal review, interpretation of documents regarding design intent, consultation with IVHD, and site visits.

DRAWINGS: Plans.

IMPERIAL VALLEY HEALTHCARE DISTRICT: IVHD (see OWNER).

IVHD: IMPERIAL VALLEY HEALTHCARE DISTRICT

LAWS: All laws, rules, regulations, ordinances, directives, and orders, whether federal, state, or local, and any and all of IVHD's policies and procedures, departmental rules and other directives applicable to the Work, including, but not limited to, IVHD's Contractor Safety Policies and Procedures (SPP No. 10).

MATERIALS: Material incorporated in the project, and equipment and other material consumed in the performance of the Work.

NOTICE REQUESTING BIDS: The public announcement inviting bids for the performance of the Work.

NOTICE TO PROCEED: A written directive issued by IVHD, authorizing Contractor to start performance of the Work.

OWNER: The individual, company, municipality or other legal entity that has contracted for the performance of the Work or for whom the Work is being performed.

OWNER'S REPRESENTATIVE OR OWNER'S AGENT (OWNER'S REP): The authorized representative of IVHD which may be an individual or a firm, Construction Administrator, the Design Engineer, or their assistants assigned to the Work, the Project, or any part thereof during the performance of the Work by Contractor and until final acceptance.

PLANS: All drawings or reproductions thereof pertaining to details of the Work and which are made a part of the Contract Documents.

PROJECT: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROPOSAL: The offer of Bidder, completed upon the Bidding Documents, to perform the Work. It may also be referred to as the "Bid".

SPECIAL CONDITIONS: The term "Special Conditions" refers to Division 1 - General Requirements of the Technical Specifications.

SPECIFICATIONS: The written directions, provisions, and requirements for performing the Work.

SUBCONTRACTOR: The person or persons, co-partnership, or corporation having a direct contract with Contractor or furnishing material worked into a special design in accordance with the Plans and Specifications for the Work.

SUPPLEMENTAL AGREEMENT: Written amendment to the Contract Documents executed by IVHD and Contractor.

WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

GENERAL CONDITIONS - PART 2

EXECUTION OF CONTRACT AND INSURANCE

GC2-1 EXECUTION OF CONTRACT

A. The successful Bidder shall, within ten (10) days of Notice of Award, execute the Contract and simultaneously therewith furnish the required Payment Bond and Performance Bond, in the amounts indicated in the Information for Bidders, and shall file insurance policies and/or certificates of insurance as required herein.

B. No Proposal shall be considered as being binding upon IVHD until the execution of the Contract by IVHD and Contractor. Failure of the awardee to properly execute the awarded Contract and file acceptable bonds as provided in the Contract Documents shall be just and sufficient cause for rescission of the Award and the forfeiture of the Proposal guarantee/Bidder's Bond.

GC2-2 CONTRACTOR'S INSURANCE REQUIREMENTS

A. GENERAL. On all projects, Contractor shall carry all insurance required by Federal, State, County, and local laws and shall procure and maintain, during the life of the Contract, adequate fire, worker's compensation, public liability, and property damage insurance. The specific requirements for insurance as set forth in these General Conditions shall be considered as minimum requirements.

Contractor shall furnish satisfactory proof of carriage of insurance, or satisfactory proof of an approved self-insured program, and shall submit to IVHD, before the issuance of the Notice to Proceed and Work on the Contract starts, original insurance certificates or proof of self-insured programs and amendatory endorsements as per Part G, Verification of Coverage of this Section regarding Contractor's Insurance. Neither Contractor, nor any subcontractor, shall commence Work under this Contract until IVHD has approved all required insurance policies. The certificates of insurance will be attached to the Contract by IVHD and filed in IVHD's office. Insurance certificates shall set forth the following information and shall be signed by an authorized representative of the insurance company.

1. Name and address of the insured.

2. The location of the operations to which the insurance applies.

3. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

5. A statement that the insurance covered by the certificate applies to all of the operations on and at the site of the Project, which are undertaken by the insured during the life of the Contract.

6. Public liability and Comprehensive General Liability, completed operations broad form property damage insurance shall include elevator liability/hoist coverage (as applicable), water damage liability, and automobile liability including non-owned and rented cars.

7. A statement that all coverage is on an occurrence basis rather than claims-made basis.

8. A statement that "explosion, collapse, and underground" coverage is included.

9. A provision that the policy or policies may not be canceled or reduced in coverage until at least thirty (30) days after written notice has been sent to IVHD.

10. A statement that a cross liability or severability of interests clause is included (unless a separate policy covering IVHD is provided).

11. In lieu of an insurance certificate setting forth all the required information concerning the coverages, a copy of the complete policy or policies may be furnished to IVHD.

All insurance shall be secured from a company satisfactory to IVHD and shall have a current minimum A.M. Best's rating of no less than A:VII.

B. WORKERS COMPENSATION INSURANCE. Contractor shall take out and maintain Worker's Compensation Insurance as required by the Labor Code of the State of California for all his employees employed at the site of the project during the life of his Contract. In case any Work is sublet, Contractor shall require each subcontractor to provide Workers' Compensation Insurance for his employees unless such employees are covered by Contractor.

In the event any class of employees engaged in hazardous work under this Contract is not protected by the Workers' Compensation Statute, Contractor shall provide, and shall cause the subcontractor to provide special insurance for the protection of such employees not otherwise protected. The Worker's Compensation Policy shall be endorsed with a waiver of subrogation in favor of IVHD for all work performed by Contractor, its employees, agents and subcontractors.

The minimum scope and limits of Worker's Compensation insurance shall be as follows:

1. Minimum Scope of Insurance. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance. Employer's Liability: One Million Dollars ($1,000,000 per) accident for bodily injury or disease.

C. COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE. Contractor shall procure, and maintain for the duration of the Contract, such comprehensive general liability and property damage insurance necessary to protect him, IVHD, the Member Agencies, Design Engineer, Construction Administrator and IVHD's Representative, from all claims for bodily injury, including accidental death and property damage claims arising from or in connection with the performance of Work under this Contract, whether such operations are Contractor's, his agents, representatives, employees or the subcontractors'. IVHD, Member Agencies (as defined in General Conditions - Part 1, Definition, and to be listed individually on the certificate), Design Engineer, Construction Administrator and Owner's Representative shall be named as additional primary insureds without offset against their existing insurance, and the certificate of insurance shall include reference to such provisions.

1. Unless otherwise specifically required by the Special Conditions, the minimum scope and limits of insurance shall be as follows:

Minimum Scope of Insurance

Coverage shall be at least as broad as:

a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Additional insured endorsements shall be on forms ISO CG 20 10, CG 11 85 or CG 20 38, and CG 20 37, or equivalent, and provide coverage for premises liability and completed operations for a period of ten (10) years or the applicable statute of repose, whichever is greater, following the completion of the Work.

b. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto), or equivalent.

c. Installation Floater and Transportation Floater covering materials and equipment for all risks of loss, if not covered by the builder's risk policy.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

a. General Liability: $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The limits may be achieved through a combination of primary and excess/umbrella policies.

b. Automobile Liability: $5,000,000 per accident for bodily injury and property damage. The limit may be achieved through a combination of primary and excess/umbrella policies.

c. Installation Floater and Transportation Floater: Replacement value of equipment and material being installed.

2. Such policy shall not exclude coverage for the following:

a. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:

1) To grading of land excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work, or caisson work; or

2) To moving, shoring, underpinning, raising, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

b. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting therefrom.

c. Injury to or destruction of any property arising out of blasting or explosion.

3. To the extent IVHD determines appropriate for the scope of work, Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in his name and also in the name of IVHD in an amount of at least fifty percent (50%) of the value of the Contract.

D. BUILDER'S RISK "ALL RISK" INSURANCE

1. At all times during the performance of the Work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis upon the entire Project which is the subject of the Contract. Coverage shall include completed work as well as work in progress. Such insurance shall include IVHD as Loss Payee. Contractor shall carry an allowance in the Net Contract Price to cover the cost of Builder's Risk. Contractor shall present IVHD with actual premium invoice and allowance shall be adjusted up or down according to the premium cost.

2. Such policies shall name IVHD as Additional Insured.

3. The making of Partial or Final Payments to Contractor shall not be construed as creating an insurable risk interest by or for IVHD or be construed as relieving Contractor or his subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the work by IVHD.

4. The insurer shall waive all rights of subrogation against IVHD and shall provide IVHD with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against IVHD.

5. The minimum policy limit of the "All Risk" insurance policy shall be completed value or replacement cost of the Work.

E. ERRORS AND OMISSIONS. If the Contract involves professional services, Contractor shall procure and maintain for the duration of the Contract, errors and omissions insurance coverage with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

F. CONTRACTOR'S POLLUTION LIABILITY. If the Project involves environmental hazards, Contractor shall procure and maintain for the duration of the Contract, pollution liability insurance coverage with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

G. SELF-INSURED RETENTIONS. Any self-insured retentions must be declared to and approved by IVHD. At the option of IVHD, either: the insurer shall reduce or eliminate such self-insured retentions as respects IVHD, its officers, official, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to IVHD guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. OTHER INSURANCE PROVISIONS. The general liability and automotive liability policies are to contain, or be endorsed to contain, the following provisions:

1. IVHD and Member Agencies and their officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance, or as a separate Owner's policy.

2. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects IVHD and Member Agencies and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained

by IVHD and Member Agencies and their officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Course of construction policies shall contain the following provisions:

   a. IVHD shall be named as loss payee as interest may appear.

   b. The insurer shall waive all rights to subrogation against IVHD.

I. VERIFICATION OF COVERAGE. Contractor shall furnish IVHD with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by IVHD or on other than IVHD's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by IVHD prior to the issuance of the Notice to Proceed and before Work commences. IVHD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All certificates and endorsements are to be received and approved by IVHD before Work commences; however, failure to obtain the required documents prior to the Work beginning shall not waive Contractor's obligation to perform.

J. SUBCONTRACTORS. Contractor shall require its subcontractors to maintain the insurance and comply with the requirements stated herein, with the exceptions that (i) limits for commercial general and automobile liability insurance will be appropriate for the scope of work performed as determined by IVHD in its sole discretion, (ii) pollution liability insurance shall only be required if the Subcontractor is performing work involving environmental hazards, and (iii) professional liability insurance shall only be required if the Subcontractor is providing professional services.

K. WAIVER OF SUBROGATION. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

L. CANCELLATION. Each insurance policy shall be endorsed to state that coverage shall not be cancelled or reduced except after thirty (30) days prior written notice (10 days for non-payment) has been provided to IVHD, or in the event no such endorsement is available, then Contractor will provide such notice to IVHD.

GENERAL CONDITIONS - PART 3

COMMENCEMENT, PROSECUTION AND PROGRESS

GC3-1 COMMENCEMENT

Contractor or subcontractor shall commence Work on or before the tenth (10th) day after receiving the Notice to Proceed, and shall complete all Work under the Contract within the period of time specified in the Formal Contract. Notice to Proceed will be issued not later than sixty (60) days after the date of the formal contract agreement unless otherwise agreed upon in writing, or as may be specified in the Special Conditions.

GC3-2 CONTRACTOR'S REPRESENTATIVE

Contractor shall, at all times during working hours, be represented in all matters pertaining to this project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by IVHD's Representative (Owner's Rep) to Contractor's superintendent on the Work shall be considered as having been given to Contractor. Before any Work is done at the jobsite, Contractor shall give written notice to IVHD's Rep stating who Contractor's superintendent will be, giving his home address and telephone number. IVHD's Rep shall be informed in writing prior to any change of general superintendent. A statement naming more than one representative at a time to be in charge or that depends upon who is present at the time will not be acceptable.

GC3-3 ERRORS AND OMISSIONS / SUBCONTRACTING

A. The written dimensions on the Plans are presumed to be correct, but Contractor should check carefully all dimensions before beginning the Work. If any errors or omissions are discovered in the Plans or any of the other Contract Documents, Contractor shall advise the Design Engineer in writing, and the Design Engineer will make the corrections if appropriate. Any such adjustments made by Contractor without prior review and acceptance shall be at his own risk and at his own expense.

B. If Contractor subcontracts any part of the Contract, Contractor shall be as fully responsible to IVHD for the acts, errors and omissions of the subcontractors and of the person(s) either directly or indirectly employed by the subcontractor(s) as Contractor is for the acts, errors and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and IVHD. Contractor shall require every subcontractor to be bound by the terms of the Contract Documents as applicable.

GC3-4 CHARACTER OF WORKERS AND SUBSTITUTION OF SUBCONTRACTORS

When, in the opinion of IVHD's Rep, any superintendent, foreman, or workman employed by Contractor or his subcontractors is disrespectful, intemperate, disorderly, or otherwise

objectionable, that individual, at the written request of IVHD's Rep, shall be removed and not again employed on the Work without the written consent of IVHD's Rep.

A Contractor whose Bid is accepted may not substitute a person as subcontractor in place of the subcontractor listed in the original Bid, except as provided in Public Contract Code Sections 4107 and 4107.5.

GC3-5 SUSPENSION OF WORK

IVHD may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and Construction Administrator which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable drainage and erect temporary structures where necessary. Temporary storage shall be as specified in the Specifications.

Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes a claim therefor as provided in the General Conditions on EXTENSION OF TIME and EXTRA WORK, subject to the provisions in General Condition GC3-6, Subsection E, which control.

GC3-6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in the Contract Documents. Time is of the essence in the performance of this Contract. Failure of Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract. IVHD will be entitled to terminate the Contract unless Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in this article and the article on EXTENSION OF TIME.

B. Failure of IVHD to insist upon the performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

C. IVHD's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents.

D. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling IVHD to terminate.

E. It is agreed by the parties to the Contract that in case the Work is not completed in accordance with the foregoing, damage will be sustained by IVHD, and that it is and will be impracticable to determine the actual damage which IVHD will sustain in the event of

and by reason of such delay, and it is therefore agreed that Contractor will pay to IVHD the amount per day set forth in the Formal Contract for each and every calendar day of delay beyond the time prescribed to complete the Work, as liquidated damages and not as a penalty, and Contractor and his surety shall be liable for the total amount thereof. It is further agreed that said amount per day is a reasonable estimate of such damages and that said amount does in fact bear a reasonable relationship to the damage that would be sustained by IVHD, and Contractor agrees to pay such liquidated damages as herein provided. Contractor agrees that IVHD may deduct the amount thereof from any money due or that may become due Contractor under the Contract, or if said amount is not sufficient, Contractor shall pay to Owner the amount of liquidated damages owed. Contractor shall not be deemed in breach of this Contract nor shall liquidated damages be collected because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests an extension of time in accordance with the procedures set forth in this article and the article on EXTENSION OF TIME. Unforeseeable causes of delay beyond the control of Contractor shall include Acts of God, acts of a public enemy, acts of the government, acts of IVHD, acts of another contractor in the performance of a contract with IVHD, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of IVHD or of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the Work or to supply any equipment or materials shall not be excusable delays. With respect to costs incurred by Contractor as the result of Acts of God, acts of a public enemy, acts of the government, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and weather, including costs incurred during suspensions of work, including, but not limited to rental costs, demobilization/remobilization costs, or overtime costs, whether demanded or agreed to by IVHD as the result of an unforeseen event and in order to protect the health and safety of IVHD's essential workers and/or critical infrastructure, or whether necessitated by Laws, all such costs shall be borne exclusively by Contractor, and IVHD shall have no liability whatsoever for such additional amounts. In the event of any excusable and unforeseeable delays (those beyond Contractor's control), the sole remedy of Contractor shall be to seek an extension of time as set forth in GC 3-7 below.

GC3-7 EXTENSION OF TIME

A. The time specified for completion of all of the Work or any part of the Work may be extended only by a written change order executed by IVHD or other written form executed by IVHD.

B. Requests for an extension of time must be delivered to IVHD's Representative no later than five (5) calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available

or known to Contractor, which would support the extension of time requested. Requests for extension of time failing to include the information specified in this section and requests for extensions of time which are not received within the time specified above shall result in the forfeiture of Contractor's right to receive any extension of time requested.

C. If Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the Construction Administrator describing such weather and establishing that more than 40% of the critical path activities planned for the day could not be performed that day because of weather conditions. In setting the Contract Time, it has been determined that up to 5 working days will be lost as a result of weather conditions. Therefore no extension in Contract Time will be allowed for the first 5 working days of abnormal rain, wind, high water or other natural phenomena. A rain day shall be one when the daily rainfall exceeds 0.25 inches as measured at the nearest weather station. Contractor must document each weather delay within 10 days of the event. The Construction Administrator's acceptance of the daily reports shall not be deemed an admission of Contractor's right to receive an extension of time or a waiver of IVHD's right to strictly enforce the time provisions contained in the Contract Documents.

D. When Contractor has submitted a request for an extension of time in accordance with the procedures of this article, IVHD will ascertain the facts and extent of the delay and extend the time for completing the Work if, in its judgment, the findings of fact justify such an extension, and its findings of facts thereon shall be final and conclusive.

E. An extension of time may be granted by IVHD after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

F. Any extension of time shall not release the sureties upon any bond required under the Contract.

GC3-8 TERMINATION

A. Termination for Convenience. IVHD may terminate this Contract, in whole or in part, at any time with no less than ten (10) days' written notice to the Contractor. The Contractor shall be paid the lesser of (i) its costs of performing the Work performed up to the date of termination reflected on IVHD's written notice and ten percent (10%) profit on such costs, or (ii) the amount determined by multiplying the percentage complete of the Work by the amounts listed in the approved Schedule of Values for the Work, provided that in no event shall the amount paid to Contractor exceed the Contract Price. The Contractor shall promptly submit its termination claim and requested termination costs to IVHD. If the Contractor has any property in its possession belonging to IVHD, the Contractor will account for the same, and dispose of it in the manner IVHD directs.

B. Termination for Default. If Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time

specified herein, or any extension thereof, or fails to complete such Work within such time, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if Contractor should be adjudged as bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor files a petition to take advantage of any debtor's Act, or if Contractor should persistently or repeatedly refuse or fail, except in cases for which an authorized extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if Contractor should fail to make prompt payment to the subcontractors or suppliers for material or labor, or if Contractor should persistently disregard laws or instructions given by IVHD, IVHD may serve written notice upon Contractor and his surety of its intention to terminate the Contract, said notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Contract shall, upon IVHD's election and the expiration of said ten (10) days, cease and terminate.

C. In the event of any such Termination for Default, IVHD will immediately serve written notice thereof upon the Surety and Contractor and IVHD and Surety shall within ten (10) days of the date of Notice jointly select a Contractor to take over and perform the Contract and in the event IVHD and Surety cannot agree on the substitute Contractor, IVHD may take over the Work and prosecute the same to completion by contract or by any other method IVHD may deem advisable for the account and at the expense of Contractor, and Contractor's surety shall be liable to IVHD for any excess cost or other damage occasioned IVHD thereby, and in such event IVHD may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, and other property belonging to Contractor that may be on the site of the Work and be necessary therefor. For any portion of such Work that IVHD elects to complete by furnishing employees, materials, tools and equipment, IVHD shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the Work. The Contractor shall not be relieved of any responsibility under the Contract for Work accepted by the IVHD before the termination of the Contract. Furthermore, the termination of the Contract shall in no way relieve the Contractor and/or surety from any of its covenants, undertakings, duties and obligations under this Contract nor limit the rights and remedies of the IVHD then existing or which may thereafter accrue hereunder in any manner whatsoever. Any retention or payment of moneys due Contractor by IVHD will not release Contractor from liability. Upon termination of the Contract pursuant to Paragraph B above, Contractor shall: (1) promptly discontinue all affected Work (unless the notice directs otherwise); and (2) deliver or otherwise make available to IVHD all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract whether completed or in process.

D. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to IVHD.

GC3-9 METHODS AND APPLIANCES

The methods and equipment adopted by Contractor shall be such as will secure a satisfactory quality of work and will enable Contractor to complete the Work in the time agreed upon. The selection and use of these methods and appliances is the responsibility of Contractor.

GC3-10 DATE OF ACTUAL COMPLETION

The date upon which the Project will be considered complete shall be the date of final acceptance of the Work by IVHD. Contractor shall understand that final acceptance requires affirmative action by the IVHD Board of Directors.

GC3-11 PARTIAL ACCEPTANCE OF WORK

After completion of certain portions of the Work, including all testing and other preparation necessary for operation of such portions by IVHD as herein specified, but prior to final completion of the Work, provisions may be made for partial acceptance in writing by IVHD for such portions only. Acceptance of any portion of the Work prior to acceptance of the whole shall not be construed as absolving Contractor of responsibility for any item of construction or incidental work included in the Contract. Partial payments on the Contract Price shall not be considered as an acceptance of any part of Work. Beneficial occupancy or use of a portion or all of the Work will not constitute final acceptance.

GC3-12 FINAL ACCEPTANCE

A. Within ten (10) days after Contractor has completed to the best of his knowledge all the Work under this Contract, including all of Contractor's testing and cleanup, Contractor shall then inform the Construction Administrator by written memorandum that the Work has been completed. Contractor shall then request a final inspection by the Construction Administrator and Design Engineer. The Construction Administrator and the Design Engineer will then make an inspection. If items are found by the Construction Administrator or the Design Engineer to be incomplete or not in compliance with the Contract Documents, the Construction Administrator will inform Contractor of such items. After Contractor has completed these items, the procedure shall then be the same as specified above for Contractor's statement of completion and request for final inspection.

B. After all Work under the Contract has been completed, as determined by the Construction Administrator and the Design Engineer, and after IVHD's final five (5) test operation, if such is required, the Construction administrator and the Design Engineer will recommend in writing to IVHD that final acceptance of the entire Work under this Contract be made as of the date of the Construction Administrator's and the Design Engineer's final inspection. If IVHD agrees with the Construction Administrator's and the Design Engineer's recommendations, IVHD will make final acceptance promptly after receiving the recommendations. Contractor shall understand that final acceptance requires IVHD Board action.

C. Unless otherwise specified, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance of the overall completed Project will be made. No inspection or acceptance pertaining to specific parts of the project shall be construed as final acceptance of any part until the overall final acceptance by IVHD is made.

D. For purposes of this Contract, the acceptance by IVHD means acceptance made only by an action of the governing body. Final payment of undisputed contract amounts is contingent upon Contractor furnishing IVHD with a release of all claims against IVHD arising by virtue of the Contract. Contractor shall deliver to IVHD written waivers from its subcontractors and suppliers on the forms required pursuant to Civil Code Sections 8136 (conditional) and 8138 (unconditional). In the event that the governing board of Owner takes final acceptance without obtaining the waivers from Contractor, Contractor is not released from its obligation to provide such waivers to IVHD.

GC3-13 PROTECTION OF WORK/CONTINUITY OF OPERATIONS

A. Protection of Work. Contractor shall be responsible for the protection of the Work until its completion and final acceptance, and he shall at his own expense, replace damaged or lost material, or repair damaged parts of the Work, and Contractor and his Sureties shall be liable therefor.

B. Continuity of Operations. IVHD's facilities are currently and continuously receiving and treating patients, and those functions shall not be interrupted except as specified herein. Contractor shall coordinate the work to avoid any interference with normal operations and processes.

C. Outage Plan. Not less than 13 days prior to a planned outage, The Contractor shall submit a detailed outage plan and time schedule for operations which will make it necessary to remove pipeline, channel, electrical circuit, equipment or structure from service. The schedule shall be coordinated with the construction schedule specified in the General Provisions and shall meet the restrictions and describe the Contractor's method for preventing the disruption of business, length of time required to complete said operation, the necessary equipment which the Contractor shall provide in order to prevent disruption of business.

1. The Contractor shall observe the following requirements:

a. Systems or individual equipment items shall be isolated, decommissioned, de-energized, or depressurized in accordance with the detailed outage plan and schedule. IVHD shall be notified in writing at least one week or as specified below, in advance of the planned operation.

b. Whenever the construction work requires dewatering or bypassing portions of the facilities, the Contractor shall provide the necessary pumping and bypassing facilities.

c. Whenever temporary relocation of existing facilities is required for execution of the work, the Contractor shall provide the necessary labor and temporary piping and wiring as required.

d. When shutdown of any existing facilities is necessary, the Contractor shall notify IVHD in advance to coordinate a proper shutdown.

e. IVHD's operating personnel will be responsible for operating the existing facilities throughout the execution of this Contract. Equipment presently installed in the facilities must be available to hospital personnel at all times for use, maintenance and repair. If it is necessary in the course of operating the hospital for the Contractor to move his equipment, materials, or any material included in the Work, he shall do so promptly and place that equipment or material in an area which does not interfere with the hospital operation. The Contractor shall not adjust or operate serviceable or functioning equipment or systems except as specifically required by this Contract.

GC3-14 WARRANTY OF WORK

A. Contractor shall guarantee the Work against defective materials or workmanship for a period of one (1) year from the date of its final acceptance under this Contract except where longer warranty periods are specifically stated. Pursuant to the provisions herein specified, Contractor shall execute and deliver a warranty in the form included to the Construction Administrator and the Design Engineer prior to final acceptance of the Work by IVHD.

B. All work which has been rejected shall be remedied, or removed and replaced, by Contractor at its own expense with work conforming to the Plans and Specifications. Any defective material or workmanship discovered before final acceptance or within one (1) year thereafter shall be corrected immediately by Contractor at its own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect Work at any stage shall not relieve Contractor from any obligation to perform sound and reliable work as herein described. It is Contractor's ultimate responsibility to deliver at the time of final acceptance a complete Project that complies in all details with these Contract Documents. All items shall be ready to operate.

C. Any omission or failure on the part of the Construction Administrator or the Design Engineer to discover or notify Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and Contractor will be required to correct defective work or material prior to final acceptance.

D. The Construction Administrator and the Design Engineer will endeavor to locate any errors or defective materials or workmanship and call them to the attention of Contractor prior to subsequent work being performed. However, the Construction Administrator and the Design Engineer are under no obligation to do so and neither IVHD, the Construction

Administrator, nor the Design Engineer shall be held liable because errors or defective material or workmanship by Contractor are not discovered by the Construction Administrator or the Design Engineer prior to subsequent work.

E. During the one (1) year warranty period, should Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by IVHD, it is agreed that IVHD may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Contractor.

F. In the event it is necessary for IVHD to file suit to enforce any liability of Contractor pursuant to this section WARRANTY OF WORK, IVHD shall be entitled to recover from Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by IVHD in successfully enforcing Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

G. The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and IVHD shall be entitled to any and all remedies provided by law.

GC3-15 CONTINGENCIES

A. All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the Work, from the action of the elements, or from any act or omission on the part of Contractor or any person or agent employed by him shall be borne by Contractor.

B. Contractor shall rebuild, repair, restore and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before the Work's completion and Final Acceptance, and Contractor shall bear the expense thereof.

GENERAL CONDITIONS - PART 4

GENERAL SCOPE

GC4-1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans, Specifications and other Contract Documents is to prescribe a complete work of improvement, which Contractor shall perform in a manner acceptable to the Construction Administrator and the Design Engineer and in full compliance with the terms of the Contract. Contractor shall provide IVHD with a complete and operable work of improvement in accordance with the Contract Documents. The Contract Documents and all supplementary documents are intended to be complete and complementary and to prescribe a complete Work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, Contractor shall immediately call the matter to the attention of the Design Engineer for furnishing of detailed instructions. Any drawings or plans listed anywhere in the Specifications or Addenda thereto shall be regarded as a part thereof and of the Contract. Anything mentioned in the Specifications and not indicated on the Plans, or anything indicated on the Plans and not mentioned in the Specifications, shall be in the same force and effect as if indicated or mentioned in both.

GC4-2 PERFORMANCE OF WORK

A. Contractor shall furnish at its own expense all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and shall perform all Work involved in executing the Contract in a satisfactory and workmanlike manner within the time specified.

B. Contractor shall coordinate the Work covered by this Contract with that of other contractors, subcontractors, and of IVHD in a manner that will facilitate the efficient completion of the Work. IVHD shall have the right to assert complete control of the premises on which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of Contractor on the premises.

C. Work shall be performed in accordance with the Health and Safety Code Sections 25914 - 25914.3, and in accordance with the Public Contract Code with respect to unforeseen underground conditions.

D. Contracts involving Digging Trenches or other Excavations. In accordance with Public Contract Code Section 7104, the following is added to this Contract if the Work involves the digging of trenches that extend deeper than four (4) feet below the surface:

1. Contractor shall promptly, and before the following conditions are disturbed, notify IVHD, in writing, of any:

a. Material that Contractor believes may be material that is 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.

b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Bidders prior to the deadline for submitting Bids.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

2. IVHD shall promptly investigate the conditions, and if they find that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

3. In the event that a dispute arises between IVHD and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or law which pertain to the resolution of disputes and protests between the contracting parties.

4. The Contract Documents show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the Design Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. Except as otherwise specifically provided in the Contract Documents, IVHD, the Construction Administrator, the Design Engineer and their consultants shall not be liable for any loss sustained by Contractor as a result of any variance to such conditions as shown on or described in the Contract Documents or the actual conditions revealed or otherwise discovered during the progress of the Work.

GC4-3 ADDENDA, REVISIONS AND SUPPLEMENTARY DRAWINGS

The Work shall conform to such other provisions and drawings relating thereto as may be furnished by IVHD prior to the opening of Bids as part of the addenda and to such drawings, explanation of details, or minor modifications as may be furnished from time to time during construction including such minor modifications as IVHD may consider necessary during the prosecution of the Work.

GC4-4 CHANGES IN THE WORK

A. IVHD, without invalidating the Contract and without notification of Sureties, may order extra work or may make changes by altering or deleting any portion of the Work as specified herein or as deemed necessary or desirable by IVHD. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional costs caused thereby shall be adjusted at the time of ordering such extra work or change. In giving instructions, IVHD's Rep shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work.

B. No extra work or change, except minor changes authorized by IVHD's Rep, shall be made unless in pursuance of a written order by IVHD, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered, except in an emergency endangering life or property.

C. It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. The Design Engineer shall have the right to make such changes, from time to time, in the Plans and/or Specifications and in the character of the Work as may be necessary or desirable to insure the completion of the Work in the most satisfactory manner without invalidating the Contract.

D. The prices agreed upon for extra work and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by IVHD, which will be written so as to indicate acceptance on the part of Contractor as evidenced by his signature. In the event prices cannot be agreed upon, IVHD reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the Work, or it may direct Contractor to proceed with the items in question on a force account basis as provided hereinafter.

E. Contractor shall be allowed fifteen percent (15%) of direct costs for overhead and profit on his own Work and one percent (1%) of such direct costs for bond. When the extra Work involves subcontractors and material suppliers, compensation for such Work shall be based on direct costs as listed by the subcontractor or material supplier plus fifteen (15) percent of such direct costs for the subcontractor's or supplier's overhead and profit. Contractor may add five (5) percent to the subcontractor's or material supplier's proposal for Contractor's overhead and profit, and one (1) percent for Contractor's bond. The final negotiated cost of each change order shall include all compensation and adjustments for changes in sequence of Work, equipment delivery, rescheduling, acceleration, disruption, impact and costs for extended overhead.

GC4-5 FORCE ACCOUNT

If so directed by IVHD, Contractor shall perform extra work and changes in the Work under force account procedures. Under such procedures Contractor will be compensated as follows:

A. LABOR.

1. For all labor and for foremen in direct charge of the specific operations Contractor will be paid:

   a. The actual cost of wages paid by Contractor, but at rates not to exceed those for comparable labor currently employed on the Project.

   b. The actual cost of industrial accident or Workmen's Compensation Insurance.

   c. The actual cost of social security taxes and unemployment compensation insurance.

   d. The actual amounts paid by Contractor by reason of an employment Contract generally applicable to its employees.

B. TOOLS AND EQUIPMENT.

1. For any machine power tools and special or heavy equipment used, Contractor shall be paid in accordance with the current edition of "Labor Surcharge and Equipment Rental Rates" published by the State of California, Department of Transportation (Caltrans). In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No allowance shall be made for the use of small tools and minor items of equipment, which shall be considered as part of the overhead.

2. As used herein, such small tools and minor items of equipment are defined as individual tools or pieces of equipment having a replacement value of Five Hundred Dollars ($500) each or less. When equipment is used on the extra work for less than five days, hourly rates shall be used. Less than thirty (30) minutes of operation shall be considered one-half hour of operations. When equipment is used on the extra work for more than five (5) days, daily rates shall apply. In this case, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.

C. MATERIALS. For all materials accepted by the Construction Administrator and the Design Engineer and used in the Work Contractor shall be paid the actual cost of such material, including transportation charges.

D. SUPERVISION AND OVERHEAD. No allowance shall be made for supervision of the extra work by Contractor's representative or superintendent, as well as estimators, schedulers, accounting, and home office personnel. Such costs shall be regarded as overhead.

E. DEFECTIVE WORK. Contractor shall, at its sole expense, repair, reconstruct, replace, or otherwise make acceptable the work found by the Construction Administrator or the Design Engineer to be defective or non-conforming with the Contract Documents.

F. RECORDS.

1. Contractor's representative and IVHD's Representative shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed.

2. Copies of these records shall be made on suitable forms provided for this purpose and signed by both IVHD's Representative and Contractor's representative.

3. All claims for work done on a force account basis shall be certified and submitted to IVHD's Representative by Contractor, and such statements shall be filed with IVHD's Representative not later than the fifth (5th) day of the month following that in which the work was actually performed.

GC4-6 EXTRA WORK

The Contract Price includes compensation for all Work covered by the Contract Documents, unless a Change Order is obtained in the manner set forth below. Work will be classed as extra work when determined by IVHD's Representative that such work is not covered by the Contract Documents.

GC4-7 CHANGE ORDERS

A. Unless ordered by force account, extra work and changes in the Work, except minor changes authorized by IVHD's Rep, will be ordered in writing by IVHD, with or without notice to any surety, by means of a Change Order in which the adjustments of Contract Price and Contract Time will be set forth.

B. Change Orders shall be executed by IVHD, the Design Engineer, and Contractor utilizing the Change Order form.

C. The value of extra work and changes shall be determined and paid for in one of the following ways:

1. By unit prices mutually agreed upon by IVHD and Contractor.

2. By a lump sum based upon Contractor's estimate, IVHD's Representative's review and recommendation, and IVHD's acceptance of the estimate.

3. Payment for extra work and changes in the Work required to be performed pursuant to the provisions of this section, in the absence of an executed Change Order, will be made by Force Account as provided herein, or as may be made as otherwise agreed by Contractor and IVHD.

4. Payment for overhead and profit shall be as stated in GC4-4.E.

D. Contractor shall do such extra work and changes in the Work, except minor changes authorized by IVHD's Rep, and furnish material and equipment therefor upon receipt of an approved Change Order or other written order of IVHD, and in the absence of such Change Order or other written order of IVHD, Contractor shall not be entitled to payment for such extra work and changes in the Work.

1. In no case shall extra work or changes in the Work be undertaken without written notice from IVHD to proceed with such extra work or changes.

2. In the event of disagreement between IVHD and Contractor as to whether the Work required to be performed is extra work or a change in the Work, or as to the appropriate adjustment to the Contract Price or Contract Time, Contractor shall perform the Work as directed in writing by IVHD so as to not delay the completion of the Project and shall be entitled to pursue a Claim in accordance with the Contract Documents.

E. Contractor shall submit to IVHD's Representative an itemized cost breakdown of quantities, hours, material and equipment, satisfactory to IVHD's Representative together with other supporting data to substantiate Contractor's lump sum or unit prices.

F. Extensions to the Contract Time will be made only if and to the extent that the acceptable causes of delay affect the prosecution of Work having a direct effect on the critical sequence of performance (critical path) required to complete the Contract within the Contract Time.

G. Change Orders shall be executed in duplicates (2): One copy each for IVHD and Contractor.

H. In signing a Change Order, the Owner and Contractor acknowledge and agree that:

1. The Change Order constitutes full mutual accord and satisfaction for the change to the Work. The stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material, or other escalation which includes wages and other impact costs.

2. This Change Order will become a supplement to the Contract and all Contract provisions will apply hereto.

3. It is understood that this Change Order shall be effective on the date the Owner authorizes the Change Order by their signature.

4. No reservation of rights to pursue subsequent claims on the Change Order will be made by either party.

5. No subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

GC4-8 CLAIMS FOR EXTRA WORK

If Contractor claims that any orders for extra work, or alterations or deletions of any portion of the Work, involve extra cost or additional time under this Contract, he shall give IVHD's Representative written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for under "Changes in the Work" and "Change Orders" in these General Conditions. No such claim shall be valid unless so made. If Contractor claims that defective Plans and Specification involve extra work under this Contract, he shall give IVHD's Representative written notice thereof within forty-eight (48) hours after the occurrence of the cost and time associated with such extra work, and the procedures shall be as specified before under Changes in the Work. No such claim shall be valid unless so made.

GENERAL CONDITIONS - PART 5

CONTROL OF WORK

GC5-1 WORK SCHEDULE

Contractor shall submit a detailed weekly project schedule and a monthly construction report as specified in the Contract Documents. Contractor shall assume full responsibility for performing the Work in an orderly procedure under the Contract.

GC5-2 AUTHORITY OF THE CONSTRUCTION ADMINISTRATOR AND THE DESIGN ENGINEER

The Construction Administrator and the Design Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the Contract on the part of Contractor. The Design Engineer will decide all questions which may arise as to the interpretation of the Plans and Specifications.

GC5-3 FORMAL PROTEST

If Contractor considers any orders, instructions, ruling or decision of the Contract Administrator or Design Engineer pursuant to GC5-2 to be outside the requirements of the Contract, or if he considers any instructions, ruling, or decision of the Design Engineer to be unfair, he shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the Design Engineer, stating clearly and in detail his objections and the reasons therefor. Except for such protests as are made of record in the manner and within the time above stated, Contractor shall be deemed to have waived and does hereby waive all claims for Extra Work, damages and extensions of time resulting from demands, instructions, rulings and decisions of the Design Engineer. Upon receipt of any such protest from Contractor, the Design Engineer shall review the demand, instructions, rulings, or decisions objected to and shall promptly advise Contractor in writing of his final decision, which shall be binding, unless within ten (10) days thereafter Contractor files with IVHD a formal protest against said final decision of the Design Engineer. IVHD shall consider and render a final decision of any such protest within thirty (30) days of receipt of it.

GC5-4 PLANS

The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the Work necessary to fulfill the Contract. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by Contractor as are necessary to adequately control the Work. No change shall be made by Contractor in any working or shop drawing after it has been stamped by the Design Engineer: “Resubmittal not Required.” Any drawings or plans listed or referenced in the Contract Documents shall be regarded as a part thereof and the Design Engineer will furnish from time to time such additional

drawings, Plans, profiles, and information as he may consider necessary for Contractor's guidance.

GC5-5 DOCUMENTS AVAILABLE AT THE SITE

Contractor shall keep a copy of the Contract Documents at the site of the Work and shall give access thereto to IVHD's Representative at all times.

GC5-6 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with lines, grades, cross sections, and dimensions indicated on the Plans. Allowable deviations, other than specified tolerances, from the Plans and working drawings will, in all cases, be determined by the Design Engineer.

GC5-7 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS

A. The Plans, including schematic drawings, Specifications, General Conditions, Special Conditions, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete Work. Should it appear that the Work or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, Contractor shall apply to the Design Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising regarding the true meaning of the Contract Documents, reference shall be made to the Design Engineer, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Figured dimensions shall govern over scaled dimensions. Scaled dimensions shall not be used in the performance of the Work. Large scaled plans shall govern over smaller scaled plans.

B. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event of a conflict between one Contract Document and any of the other Contract Documents, the greater quantity and/or higher quality of Work shall be performed, as directed by the Construction Administrator or Design Engineer. Work not particularly detailed or specified shall be performed in the same manner as similar portions of the Work that are detailed or specified. Change Orders to the Formal Contract shall govern the Formal Contract. Drawings shall govern Specifications for quantity and location, and Specifications shall govern Drawings for quality and performance. Any conflicts not resolved by the foregoing principles of interpretation shall be submitted for resolution to the Construction Administrator or Design Engineer, whose decision shall be final and binding. It is the Contractor's obligation to discover and raise any such conflicts with the Construction Administrator before bidding.

GC5-8 ORDER OF WORK

When required by the Contract Documents, Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for Contract items of work and no additional compensation will be allowed therefor.

GC5-9 INSPECTION

A. Contractor shall furnish the Construction Administrator and the Design Engineer with every reasonable facility for ascertaining whether or not the Work as performed is in accordance with the requirements and intent of the Contract Documents. If the Construction Administrator or the Design Engineer requests it, Contractor at any time before acceptance of the Work shall remove or uncover such portions of the finished Work as may be directed. After examination, Contractor shall restore said portions of the Work to the standards required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be paid for as provided in the General Conditions that address Changes in the Work, but should the Work so exposed or examined prove unacceptable the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at Contractor's expense. Inspection or supervision by the Construction Administrator and the Design Engineer shall not be considered as direct control of the individual workman or his work. The direct control shall be solely the responsibility of Contractor's foremen and superintendents.

B. The inspection of the Work shall not relieve Contractor of any of its obligations to fulfill the Contract requirements, and unsuitable materials may be rejected notwithstanding that such work and materials may have been previously overlooked and accepted or estimated for payment.

C. Should any Work be covered up before acceptance or consent of the Construction Administrator or the Design Engineer, it must, if required by the Construction Administrator or the Design Engineer, be uncovered for examination at Contractor's expense.

GC5-10 LINES AND GRADES

Profiles and elevations are shown on the Plans. Elevations are referred to a datum as shown on the Plans. All Work under this Contract shall be built in accordance with the lines and grades shown on the Plans. These lines and grades may be modified as provided in the Contract.

GENERAL CONDITIONS - PART 6

MATERIALS AND WORKMANSHIP

GC6-1 GENERAL

A. All equipment, materials, and articles incorporated in the Work covered by this Contract shall be new and subject to review and acceptance by the Construction Administrator and the Design Engineer unless otherwise specifically provided for in the Contract Documents.

B. Where equipment, materials, or articles are referred to in the Request for Bids, Information for Bidders or other Contract documents as “or equal,” or “equal to” any particular standard, the Design Engineer shall decide the question of equality.

C. Wherever any standard published specification is referred to, the latest edition or revision, including all amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

D. All Work shall be done and completed in a thorough, workmanlike manner and it shall be the duty of Contractor to call to the attention of the Construction Administrator and the Design Engineer apparent errors or omissions and request instructions before proceeding with the Work. The Design Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon Contractor as though contained in the original Specifications or Plans.

GC6-2 SUBSTITUTION OF OR EQUAL MATERIAL OR EQUIPMENT

A. Where material or equipment is designated in the Plans or in the Specifications by a trade or manufacturer’s name, it is so designated primarily to establish standards of quality, finish, appearance, and performance. It is not the intent to limit the choice of equipment to the specific product designated. However, requests relative to substitutions for materials or equipment specifically designated on the Plans and in the Specifications will not be considered until after award of the Contract. Requests relative to substitutions for materials or equipment specifically designated on the Plans or in the Specifications shall be made in writing, and such requests shall be accompanied by complete data on which the Design Engineer can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, corrosion resistance, longevity, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of

difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items.

B. All items accepted for substitution shall be subject to all applicable provisions of the Contract Documents. All specific requirements of the Contract Documents must be adhered to, and all necessary modifications shall be made in the articles specified by trade name, type, or model of manufacturer's equipment to make it conform to the specific requirements of the Contract Documents and the actual conditions under which the product is required to be used. Should a substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, Contractor shall, without cost to IVHD, and without obligation on the part of the Design Engineer, replace the item with the material originally specified.

GC6-3 SAMPLE AND TESTING

A. All materials to be incorporated in the Work shall be subject to sampling, testing, and acceptance. Samples furnished by Contractor shall be representative of the materials to be used.

B. All sampling and testing of materials shall be done in accordance with the latest designated standard methods of AASHTO or ASTM, or in accordance with special methods designated in the Specifications. Contractor shall be responsible for the costs associated with any required sampling or testing of materials.

GC6-4 FABRICATED MATERIALS AND SHOP DRAWINGS

Fabricated materials and shop drawings shall be handled per manufacturer specifications and as set forth in the Special Conditions and Division 1 of the Technical Specifications, General Requirements.

GC6-5 MATERIALS FURNISHED BY IVHD

All materials and/or services furnished by IVHD shall be obtained by Contractor as indicated in the Special Conditions. The cost of handling and placing IVHD furnished materials shall be included in the price paid for the Contract item involving such material.

GC6-6 STORAGE OF MATERIALS

Contractor shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all materials and equipment to be used in the Work. Stored materials shall be located so as to provide reasonable access for inspection. Protection of materials and equipment stored on the site shall be the responsibility of Contractor. IVHD reserves the right to direct Contractor to provide proper means of protection for materials if such is deemed advisable by the Construction Administrator or the Design Engineer; however, the exercise of or failure to exercise this right shall not be deemed to relieve Contractor of his primary responsibility for protecting the material and equipment. Contractor shall provide

suitable warehouses or other adequate means of protection for such of the materials and equipment as require storage or protection. Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, rust, theft or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve Contractor of his primary responsibility. No motor shall be left uncovered or unprotected.

GC6-7 REJECTED MATERIALS

Materials not conforming to the requirements of the Contract Documents, whether in place or not, may be rejected. Rejected materials shall be removed immediately from the site of the Work unless otherwise permitted by IVHD, Construction Administrator or the Design Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used unless accepted by the Design Engineer. If Contractor fails to remove and replace rejected material, IVHD has authority to do so and to deduct the cost thereof from any monies due or to become due Contractor.

GENERAL CONDITIONS - PART 7

LEGAL RELATIONS AND RESPONSIBILITY

GC7-1 LAWS TO BE OBSERVED

Contractor is presumed to know, and at all times shall observe and comply with, all laws, rules, regulations, ordinances, directives, and orders, whether federal, state, or local, and any and all of IVHD's policies and procedures, departmental rules and other directives applicable to the Work, including, but not limited to, IVHD's Contractor Safety Policies and Procedures (SPP No. 10) (collectively, the "Laws"). Any changes to IVHD policies and procedures that relate to Contractor will be provided to Contractor in writing. Contractor agrees to review the Laws and acknowledge in writing that it has knowledge of them.

Contractor shall defend, indemnify, and save harmless IVHD, the Construction Administrator, the Design Engineer, and their officers, agents, and employees against claims arising from the violation of Laws, whether by Contractor or by Contractor's subcontractors or suppliers howsoever caused.

Contractor must be, and must require its subcontractors to be, registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 prior to submission of a Bid in response to this Request for Bids. No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work on a public works project, unless it registers with and pays an annual fee to the DIR. Contractor must, and must require its subcontractors to, post all job site notices prescribed by law or regulation. Contractor acknowledges, and must require its subcontractors to acknowledge, that this project is subject to compliance monitoring and enforcement by the DIR. Contractor shall submit proof of current registration, and shall require subcontractors to submit proof of current registration, to IVHD concurrent with its Bid Proposal.

GC7-2 EMPLOYMENT OF APPRENTICES

A. Attention is directed to the provisions in section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

B. Section 1777.5, as amended, requires that every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

C. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under the apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with section 3070) of Division 3 are eligible to be employed at

the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

1. The apprenticeship standards and apprentice agreements under which he or she is training.

2. The rules and regulations of the California Apprenticeship Council.

D. When Contractor and/or any subcontractor, in performing any of the Work, employs workers in any apprenticeable craft or trade, Contractor and/or subcontractor shall employ apprentices in at least the ratio set forth in Labor Code section 1777.5 and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving Contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.

E. Prior to commencing Work on the Contract, Contractor and/or subcontractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the Work. The information submitted shall include an estimate of the journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to IVHD.

F. Within 60 days after concluding Work on the Contract, Contractor and any subcontractors shall submit to IVHD, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Contract. The information submitted pursuant to this section GC7-2 shall be public.

G. If Contractor, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade, then Contractor shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the site of the Work. Contractor may take as a credit for payments to the council any amounts paid by Contractor to an approved apprenticeship program that can supply apprentices to the Site of the Work. Contractor may add the amount of the contributions in computing his or her Bid for the Contract.

H. Contractor and any subcontractor under him shall comply with the requirements of California Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Contractor has the responsibility of compliance with these requirements for all apprenticeable occupations.

I. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

GC7-3 WAGE RATES

A. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and any subcontractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the temporary offices of the Imperial Valley Healthcare District, 207 W. Legion Road, Brawley, CA 92227. Copies may be obtained from State of California, Division of Labor Statistics and Research, (415) 557-0561. Contractor shall post a copy of such determination at each job site.

B. Contractor and any subcontractor may be subject to penalties for paying less than prevailing wage per Labor Code section 1775.

C. Contractor shall, as a penalty to IVHD, forfeit Two-Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such Work or draft in which such worker is employed, whether paid by Contractor or by any subcontractors under him unless the requirements of Labor Code section 1775, subdivision (b) are met.

GC7-4 PAYROLL RECORDS

Contractor and each subcontractor shall keep an accurate payroll record 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 on the PUBLIC WORKS PAYROLL REPORTING Form provided by the Department of Industrial Relations (Form A-1-131). The payroll records shall be certified, available for inspection, and electronic copies thereof furnished directly to the Labor Commissioner (also known as the Division of Labor Standards Enforcement) (A) at least monthly or more frequently and (B) in a format prescribed by the Labor Commissioner, as prescribed in section 1776 of the Labor Code, including any required redactions. Contractor shall keep IVHD informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. Contractor shall inform IVHD of the location of the payroll records, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address. Penalties for noncompliance include a forfeiture of One-Hundred Dollars ($100) per day per worker, which may be deducted from any moneys due Contractor.

GC7-5 CONTRACTOR LICENSES

Contractors are required by law to be licensed and regulated by Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, California 95826.

GC7-6 PATENTED DEVICES, MATERIALS, AND PROCESSES

Contractor shall indemnify and save harmless IVHD and its duly authorized representatives from all liabilities, judgments, costs, damages, and expenses which may result from the infringement of any patents, trademarks, and copyrights by reason of the use of any proprietary materials, devices, equipment, or processes incorporated in or used in the performance of the Work under this Contract howsoever caused.

GC7-7 SURVEY LAND MONUMENTS

Survey land monuments and property marks shall not be moved or otherwise disturbed by Contractor until an authorized agent of the agency having jurisdiction over the land monuments or property marks setting has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

GC7-8 PROTECTION OF PERSON AND PROPERTY

A. Contractor shall adopt every practical means and comply with all laws, ordinances, and regulations in order to minimize interferences with traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.

B. Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from its operations in completing this Work. Contractor shall comply with all Laws relating to the safety of persons and property, and will be held responsible and required to make good any injury or damage to persons or property caused by carelessness or neglect on the part of Contractor or subcontractor(s), or any agent or employee of either during the progress of the Work and until its final acceptance.

C. Contractor shall protect against injury any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences, or other structures or property, public and/or private, encountered in this Work except as expressly provided otherwise in the Contract Documents.

D. Contractor shall be responsible and liable for any injury to such pipe, structures, and property. The fact that such pipe or other underground facility is not shown on the Contract Documents or is shown in a different location shall not relieve Contractor of responsibility under this Section.

GC7-9 UTILITIES

A. The Design Engineer has endeavored to determine the existence of utilities at the site of the Work from the records of IVHD of known utilities in the vicinity of the Work.

B. Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their

presence can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes on or adjacent to the site of the Work. Contractor shall expose all shown or inferred utilities, service laterals, appurtenances, and the like which might interfere with construction of the Project, in order to permit survey location prior to construction. If Contractor discovers utility facilities not identified in the Plans or Specifications or in a position different from that shown on the Plans and Specifications, Contractor shall immediately notify in writing the Construction Administrator, the Design Engineer and IVHD of the utility facility.

C. IVHD shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunk line utility facilities which are not indicated in the Plans and Specifications with reasonable accuracy.

D. In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the Work, the work on such utility shall be performed and paid for as follows:

1. When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunk line utility facility not indicated on the Plans and Specifications with reasonable accuracy, IVHD will compensate Contractor for the costs of locating the facility; for the costs of repairing damage not due to the failure of Contractor to exercise reasonable care; for the costs of removing, relocating, protecting, or temporarily maintaining such utility facilities; and for the costs for equipment on the site necessarily idled during such work. These costs and the work to be done by Contractor in locating, removing, relocating, protecting, or temporarily maintaining such utility facilities shall be covered by a written change order conforming to the provision of "Changes In The Work" and "Change Orders" in these General Conditions. IVHD may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with the provisions for "Changes in the Work."

2. When it is necessary to remove, relocate, protect, or temporarily maintain the utility (other than [1] existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes on or adjacent to the site of the work) the cost of which is not required to be borne by IVHD thereof, Contractor shall bear all expenses incidental to the work on the utility or damage thereto. The work on the utility shall be done in a manner satisfactory to IVHD thereof; it being understood that IVHD or the utility has the option of doing such work with its own forces, or permitting the work to be done by Contractor. No representations are made that the obligation to remove, relocate, protect, or temporarily maintain any utility and to pay the cost thereof

is or is not required to be borne by IVHD of such utility and it shall be the responsibility of Contractor to investigate to find out whether or not said cost is required to be borne by IVHD or the utility.

E. The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right of way, or easement for the purpose of making changes in their property made necessary by the work and for the purposes of maintaining and making repairs to their property. The public utility, where they are IVHD, shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

F. Contractor shall notify all owners of utilities when its work is in progress and shall make such arrangements as are necessary to make any emergency repair.

G. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of IVHD or of the utility to provide for removal or relocation of such utility facilities.

H. Nothing herein shall be deemed to require IVHD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Work can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work; provided, however, nothing herein shall relieve IVHD from identifying main or trunklines in the Plans and Specifications.

I. Nothing herein shall preclude IVHD from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

J. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

GC7-10 SAFETY

A. Contractor shall be responsible for providing a safe work place for its employees and subcontractors and shall comply with all laws, regulations and orders issued by any agency of the federal or state government and IVHD. In addition to any and all actions required by the Contract Documents, Contractor shall:

1. Comply with all applicable Cal/OSHA safety orders.

2. Meet the reporting and recordkeeping requirements for injuries, illnesses, exposures and deaths:

a. Serious injury or death. A report must be made immediately (within 8 hours) by telephone to a Cal/OSHA district office.

b. Record on Cal/OSHA Form 300 all recordable injuries and illnesses, exposures and deaths.

c. Provide a written report of all injuries and illnesses, exposures and deaths to IVHD.

3. Maintain at the Project site the following safety documentation in a format and at a level of detail sufficient to prevent to the maximum possible extent injury and accidents:

   a. A written Illness and Injury Prevention Program (IIPP) for the company made available to all Contractor employees.

   b. A written Code of Safe Practices for the company made available to all Contractor employees (may be included in the IIPP).

   c. A written Heat Illness Prevention Program for the company made available to all employees (may be included in the IIPP).

   d. A Material Safety Data Sheet for all products which it will have on the Project site which are listed by OSHA as a hazardous material.

   (Upon request by IVHD, Contractor shall submit any or all of the above documents to IVHD or its representative)

4. Identify in writing to IVHD the name of its Safety Director for the Project prior to commencing the Work.

5. Ensure that it has at least one employee trained in CPR and first aid is on site at all times.

6. Ensure that all equipment brought on site is in compliance with current safety and state motor vehicle requirements. Any equipment in violation of the requirements shall be immediately repaired or removed from the jobsite.

7. Hold weekly safety meetings with its employees on the jobsite. Minutes of each meeting, including an attendance record, shall be provided each week to IVHD.

8. Perform its Work and maintain its safety program so as to ensure full compliance with all aspects of Cal/OSHA regulations.

9. Immediately correct any and all safety violations.

10. Pass on to its subcontractors and suppliers all safety responsibilities and requirements required by Cal/OSHA and the Contract Documents.

11. Provide proper training to all its employees in all aspects of the Work, including safety awareness and accident prevention.

12. If the Work involves any trenching, excavation or earth shoring, Contractor shall submit to IVHD for acceptance, in advance of any trenching, excavation or earth shoring, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench not less than 5 feet deep. The plan shall be prepared and signed by a California registered civil or structural engineer. As a part of the plan, a reference should be included stating that the registered California civil or structural engineer certifies that the plan complies with all Cal/OSHA Construction Safety Orders.

13. If the Work involves any trenching, excavation or earth shoring, Contractor shall ensure that it has a "Competent Person" who is properly trained to fully supervise and coordinate all aspects of such work. The Competent Person must be able to demonstrate the following:

    a. The ability to recognize all possible hazards associated with excavation work and to test for hazardous atmospheres.

    b. Knowledge of current safety orders pertaining to excavation and trenching.

    c. The ability to analyze and classify soils.

    d. Knowledge of the design and use of protective systems.

    e. The authority and ability to take prompt corrective action when conditions change.

14. If the Work involves any trenching or excavation of any kind, Contractor shall be solely responsible for notifying all regional notification centers and all underground utility owners who are not members of the notification centers two (2) working days before starting the Work. Except for Owner's sole negligence or willful misconduct, Contractor shall defend and indemnify Owner against any and all claims, fines, lawsuits, penalties, liability or other costs incurred by Owner arising out of Contractor's failure to notify all regional notification centers or underground utility owners before starting the Work.

15. Contractor shall be solely and completely responsible for the safety of all Contractor personnel, including personnel of any subcontractors, during performance of the Work. Contractor shall fully comply with all Laws, as may be amended from time to time. Any changes to IVHD policies and procedures that relate to Contractor will be provided to Contractor in writing. Contractor agrees to review such policies, procedures, rules and directives the contents of which Contractor will be deemed to have knowledge.

B. IVHD shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened that may present a

danger or hazard to any and all individuals. IVHD, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all individuals at the worksite. IVHD may also, in its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no individual working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by IVHD to Contractor in accordance with this paragraph shall not give rise to any claim or cause of action for delay damages or time extensions by Contractor or Contractor's agents or subcontractors against IVHD.

C. Contractor shall promptly submit to IVHD upon request a Health & Safety Plan for the Project which includes the safety program components marked "YES" in the Safety Acknowledgment submitted with Contractor's Bid, along with the following components: (1) table of contents; (2) summary of overall safety considerations for the Project; (3) site and/or task specific safety plans, including procedures for safe access, lock out/tag out, and descriptions of required personal protective equipment; (4) procedures for ongoing hazard assessment; (5) general safety procedures (e.g. housekeeping, etc.); (6) summary of training and frequency; and (7) incident reporting procedures, including a requirement that incidents be reported to IVHD within 24 hours and that reports include contact information for responsible employees.

GC7-11 PERSONAL LIABILITY

No director, officer, employee, or agent of IVHD, the Member Agencies, the Construction Administrator, the Design Engineer, any Owner's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

GC7-12 INDEMNITY

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless IVHD, the Member Agencies, the Design Engineer, any of IVHD's Representatives, the Construction Administrator, and their consultants, and each of their directors, officers, officials, agents, employees and volunteers (collectively, "Indemnified Parties") from and against all liability, claims, demands, damages, losses, charges, civil fines or penalties, liens, stop notices, actions, causes of action, expenses and other costs, including costs of defense and attorneys' fees (collectively, "Claims"), allegedly or actually arising out of or resulting from or in connection with the performance of the Work, both on and off the jobsite, by Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by them or anyone for whose acts, omissions or willful misconduct any of them may be liable, or out of the operations conducted by the Contractor, except to the extent such Claims arise from the sole negligence, active negligence or willful misconduct of Indemnified Parties. For avoidance of doubt and without limiting the foregoing obligation of the Contractor in any way, the term "Claims" includes, but is not limited to, liability, claims, demands and damages attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom. Contractor's obligations under this article on INDEMNITY apply regardless of whether or not such claims were caused in part or

contributed to by Indemnified Parties. However, without affecting the rights of IVHD under any provision of this Contract, Contractor shall not be required to defend, indemnity and hold harmless Indemnified Parties for Claims to the extent attributable to the sole negligence, active negligence or willful misconduct of Indemnified Parties, provided such sole negligence, active negligence or willful misconduct is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where any of the Indemnified Parties have been shown to have been actively negligent or committed willful misconduct and where active negligence or willful misconduct of Indemnified Parties accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence or willful misconduct of Indemnified Parties.

B. In any and all Claims against the Indemnified Parties by any employee of Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under the first paragraph in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor, or any subcontractor, or any supplier or other persons under workers compensation acts, disability benefit acts, or other employee acts.

C. Contractor shall also defend, indemnify and hold harmless the Indemnified Parties from and against all Claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Contract. Such Claims shall include all costs, including attorney's fees, incurred by the Indemnified Parties in any lawsuit to which they are a party.

D. In the event the Indemnified Parties are made a party to any action, lawsuit, or other adversarial proceeding for which Contractor has a defense obligation pursuant to this article on INDEMNITY, Contractor shall provide a defense to the Indemnified Parties or at IVHD's option reimburse the Indemnified Parties for their costs of defense, including reasonable attorneys' fees, incurred in defense of such Claims.

GC7-13 MUTUAL RESPONSIBILITY OF CONTRACTORS

A. Nothing in the Contract shall be interpreted as granting to Contractor exclusive occupancy of the site of the Project. Contractor must ascertain to his own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by IVHD in the construction of the Project, to the end that Contractor may perform this Contract in the light of such other contracts, if any.

B. Contractor shall not cause any unnecessary hindrance or delay to any others working on the site of the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Construction Administrator will decide which contractor shall cease work temporarily

and which contractor shall continue or whether the work under the contracts can be coordinated so that contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related work, the decision of the Construction Administrator shall be binding upon all contractors concerned and IVHD, the Construction Administrator, the Design Engineer, any Owner's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the Project or caused by a decision or omission of the Construction Administrator respecting the order of precedence in the performance of the contracts.

C. If through acts of neglect on the part of Contractor, any others suffer loss or damage, Contractor agrees to settle with such others by agreement or arbitration, if such others will so settle. If such others shall assert any Claim against IVHD, the Construction Administrator, the Design Engineer, any Owner's Representative, or their consultants on account of any damage alleged to have been so sustained, IVHD shall notify Contractor who shall hold harmless, indemnify, and defend IVHD, the Construction Administrator, the Design Engineer, any Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents against any such Claim, including all attorneys' fees and any other costs incurred by the Indemnified Parties relative to any such claim.

GC7-14 NON-RESPONSIBILITY OF IVHD

Indebtedness incurred for any cause in connection with this Work must be paid by Contractor, and IVHD is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract.

GC7-15 PROPERTY RIGHTS IN MATERIAL

A. Nothing in the Contract shall be construed as vesting in Contractor any right of property in the material used after they have been attached or affixed to the Work or the soil and accepted. All such materials shall become the property of IVHD upon being so attached or affixed and accepted or upon payment by IVHD for such materials, whichever is earlier.

B. All Plans, Specifications, shop drawings, other drawings, permits, reports, licenses, etc., used for this Project are the property of IVHD and shall not be used for any other work of improvement. Nothing in this Contract shall be construed to vest in Contractor any property right in any Plans, Specifications, shop drawings, other drawings, permits, reports, or licenses prepared in connection with the Work covered by the Contract.

C. No materials, supplies or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees, upon completion of all Work, to deliver the Work together with all improvements and appurtenances constructed or

placed thereon to IVHD free from any claims, liens, encumbrances, or charges, and further agrees that neither Contractor, nor any person, firm, or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the municipality.

D. Nothing contained in this section shall defeat or impair the right of such persons furnishing materials or labor, under any bond given by Contractor for their protection, or any right under any law permitting such persons to look to unpaid funds due Contractor in possession of IVHD. The provisions of this section shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

E. Contractor shall assume all responsibility for and shall be obligated to pay all stop notice claimants who have asserted and proven an obligation owning to them by Contractor.

GC7-16 ASSIGNMENT OF PAYMENTS

No assignment by Contractor of any obligation entered into hereunder, or of any part thereof, or of funds to be received thereunder by Contractor will be recognized by IVHD unless such assignment has had prior consent of IVHD and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

GC7-17 PAYMENT FOR LABOR AND MATERIAL

Contractor shall pay when due, all valid charges for labor and material incurred by Contractor and used in the construction of the Work and shall also be responsible for keeping the job free of mechanics' liens and stop payment notices recorded or filed by or under Contractor or his subcontractors or suppliers. Nothing contained herein shall be deemed to waive any immunities or other provisions of law preventing imposition of mechanics' liens on public property. If Contractor fails to make any payments required under this paragraph, or if Contractor fails to keep the Project free of stop payment notices resulting from Work performed or materials furnished by Contractor or its subcontractors or suppliers, IVHD may settle such claims and Contractor shall, on demand, reimburse IVHD for amounts so paid. If Contractor fails to pay for labor and materials when due, IVHD may settle such claims by making demand upon the surety to this Contract. In the event of the failure or refusal of the surety to satisfy such claims, IVHD may settle them directly and deduct the amount of payments from the Contract Price and any amounts due to Contractor.

GC7-18 WORK DURING DISPUTES AND LITIGATION

In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment of Work performed, the parties shall attempt to resolve the dispute informally through their representatives. If the dispute is not resolved,

Contractor agrees to continue the Work diligently to completion and will neither rescind this Contract nor stop the progress of the Work, but will submit such controversy to determination in accordance with the terms of the Contract Documents. In the event any litigation is commenced with respect to this Contract, such litigation shall not serve to suspend Contractor's obligation to continue performance of the Work hereunder.

GC7-19 ATTORNEYS' FEES

In case any litigation is commenced with respect to this Contract, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.

GC7-20 NOTICE AND SERVICE THEREOF

Any Notice to or from Contractor shall be given and effective in the manner set forth in the Formal Contract.

GC7-21 ASSIGNMENT TO AWARDING BODY

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (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 public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties.

GC7-22 PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein.

GC7-23 PATENTS AND ROYALTIES

A. All costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by IVHD, shall be paid by Contractor. Contractor and its sureties shall protect and hold IVHD together with all of his officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, Contractor shall, if requested by IVHD, furnish acceptable proof of a proper release from all such fees or claims.

B. Should Contractor, its agent, servant or employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, Contractor shall promptly pay such royalties and secure the requisite licenses; or subject to acceptance by IVHD, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Design Engineer for determination of general conformance to the design concept and the construction Contract. Should IVHD elect to refuse the substitution, Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for IVHD, his officers, agents servants and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

GC7-24 WORK HOURS

Contractor and any subcontractor shall comply with all applicable provisions of section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor shall, as a penalty to IVHD, forfeit $25.00 for each worker employed in the execution of the Contract by Contractor or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

Except as specified for special tie-ins, all Work shall be accomplished between the hours of 7:00 AM and 5:00 PM, Monday through Friday. For any work done at other times, on IVHD adopted holidays or beyond eight (8) hours workday, Contractor shall pay for all inspection and additional administration and payroll costs incurred by the Owner, unless otherwise agreed with Owner. Such costs shall be reviewed andwithheld from the succeeding monthly progress payment. Any work in the Technical Specifications or Plans that is specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph. Contractor will provide minimum of 48 hours written advance notice to the Engineer to schedule work beyond eight (8) hours on a workday, or on a Saturday, Sunday and IVHD adopted holidays.

GC7-25 PROHIBITION AGAINST USE OF INELIGIBLE SUBCONTRACTORS

Under Public Contract Code section 6109, Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to section 1777.1 or 1777.7 of the Labor Code (regarding violations of prevailing wage, working hours and apprentice requirements).

GC7-26 PAYMENT OF SUBCONTRACTORS

Pursuant to section 10262 of the California Public Contract Code and section 7108.5 of the California Business and Professions Code, Contractor shall pay its subcontractors, within seven (7) days of receipt of each progress payment, the respective amounts allowed Contractor on

account of the work performed by its subcontractors, to the extent of each subcontractor's interest herein.

GENERAL CONDITIONS - PART 8

PAYMENT TO CONTRACTORS

GC8-1 GENERAL

The basis of payment for construction of the Project shall be in full for all Work actually performed in accordance with the Contract Documents, and shall include all labor and materials incorporated in the completed Work. Upon final inspection and acceptance of the Work, IVHD will pay Contractor the amount earned under the Contract, as stipulated herein.

GC8-2 FINAL PAYMENT

A. For and in consideration of the faithful performance of the Work, IVHD will pay to Contractor the amount earned as computed from the actual quantities of work performed under the Contract and to make such payment in the manner and at the time(s) specified, as follows:

   1. Within thirty (30) days after Final Acceptance, as described herein, of the Work completed under the Contract, the Design Engineer shall render to IVHD and to Contractor, a final pay request which shall show the amount of Work performed according to the Contract.

   2. Within sixty (60) days after the final completion and final acceptance of the Work under the Contract, IVHD will pay to Contractor all amounts due under the provisions of the Contract on the condition that no stop notices, claims or suits have been filed, except that before the final payment will be made, Contractor shall satisfy IVHD by affidavit that all bills for labor and materials incorporated in the Work have been paid, and shall complete and submit to the Design Engineer a Certification relinquishing any and all claims or right of lien under, in connection with, or as a result of the Work under the Contract.

B. The sixty (60) day period is necessary to allow for the filing and recording of the Notice of Completion with the County Recorder.

C. The basis of payment shall be in full for all Work actually performed in accordance with the Contract Documents, and shall include all labor and materials incorporated in the completed Work.

GC8-3 PARTIAL PAYMENT

A. Once each month IVHD will process Contractor's request for partial payment on the basis of an estimate prepared by Contractor and accepted by IVHD's Rep for the value of Work completed during the preceding month. Contractor's request shall be submitted on or before the fifth day of each calendar month and shall be in a form acceptable to IVHD's Rep. The estimate will cover the value of Work performed by Contractor during the

preceding month plus seventy-five percent (75%) of the paid invoice cost of material suitably stored at the Project site and receipt verified by IVHD's representative, if Contractor desires payment for material stored. The remaining twenty-five percent (25%) of the material cost will be paid when the materials are installed and become an integral part of the final completed Work.

B. In addition to the request for partial payment, Contractor shall provide a monthly invoice summary using the Monthly Invoice Summary form. This form must be correct and complete or partial payment will be denied. Contractor shall also provide a CPM schedule with a "banana curve" matching expenses and percent completion of the Work.

C. In the event IVHD's Rep does not accept the estimate, Contractor shall make such changes and resubmit to IVHD's Rep.

D. IVHD will retain a portion of the amount otherwise due Contractor. The amount retained by IVHD will be as follows:

1. IVHD shall retain five percent (5%) of each request for partial payment as part security for the fulfillment of the Contract by Contractor.

2. At IVHD's sole discretion, when ninety-five percent (95%) of the Work has been satisfactorily completed by Contractor and Contractor is otherwise in compliance with its contractual obligations, IVHD may elect to not retain any additional retention amounts from Contractor's subsequent requests for partial payment or may reduce such retention amount to one hundred twenty five percent (125%) of the estimated value of the unfinished Work.

3. Said retention shall be withheld pending final completion and acceptance of the Work, per Public Contract Code 9203 and the section of this Contract regarding Final Payment. Monies withheld by IVHD to ensure performance under the Contract may be released in accordance with Public Contract Code section 7107 and the Contract Documents.

E. Cost of material stored will be based on vendors' invoices, which shall be listed by Contractor. A copy of each such invoice shall accompany the first estimate in which payment is requested for material covered by the invoice. This list shall be revised and brought up-to-date by Contractor for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the Work, and the remaining invoice amount that is stored for which payment is requested that month. Only those materials that have become an integral part of the final completed Project may be included for partial payment as material stored.

F. Contractor shall furnish a detailed breakdown of the lump sum Contract Price, showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by Contractor and accepted by the

Construction Administrator and the Design Engineer. The breakdown shall list, as separate items, labor and materials for each item for which payment is requested.

G. Partial payments for jobsite delivered material or equipment will in no way reduce Contractor's responsibility for such material or equipment until it has been installed and accepted by Owner.

GC8-4 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS

A. In addition to the amount which IVHD may retain under the above article on PARTIAL PAYMENT, IVHD may withhold a sufficient amount or amounts from any payment otherwise due to Contractor as in IVHD's judgment may be necessary to cover:

1. Payment which may be past due and payable for properly filed claims against Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work.

2. Estimated or actual costs for correcting defective or damaged work not remedied, in an amount not to exceed 150% of the disputed amount.

3. Amounts claimed by IVHD as liquidated damages or other offsets.

4. Fines levied against IVHD caused by negligence of Contractor.

B. IVHD may apply such withheld amount or amounts to the payment of such claims in its discretion. Any payments so made by IVHD shall be considered as a payment made under the Contract by IVHD or Contractor, and IVHD shall not be liable to Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. IVHD will render to Contractor a proper account of such funds disbursed on behalf of Contractor.

GC8-5 PAYMENT OF ITEMS IN PROPOSAL

Only those items listed in the Proposal are Pay Items. Compensation for all Work necessary for the completion of the Project or improvement shall be included by the Bidder in the price bid for the items shown in the Proposal.

GC8-6 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK"

Payment for "Changes in the Work" and for "Claims for Extra Work" will be made as stated in the General Conditions.

GC8-7 TIME OF PARTIAL PAYMENTS

IVHD will make each partial payment within thirty (30) days following the date of receipt by IVHD of Contractor's request for partial payment as approved by the Construction Administrator and the Design Engineer, in compliance with Public Contract Code section 20104.50, the terms of which are incorporated herein by reference.

GC8-8 SUBSTITUTION OF SECURITIES FOR AMOUNTS WITHHELD

A. Pursuant to Section 22300 of the California Public Contract Code (see attachment), Contractor may substitute securities for any money withheld by IVHD to ensure performance of the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with IVHD or with a State or Federally chartered bank as the escrow agent, who shall release such securities to Contractor following the expiration of thirty-five (35) days from the date of filing of a Notice of Completion of the Work by IVHD, to the extent such securities have not previously been utilized by IVHD for purposes as provided hereinafter or are not then subject to withholding by IVHD to satisfy stop notices, claims, and costs associated therewith.

B. Alternatively, Contractor may request and IVHD shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 of the Public Contract Code for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agency from IVHD, pursuant to the terms of Section 22300 of the Public Contract Code.

C. If Contractor elects to receive interest on moneys withheld in retention by IVHD, he or she shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by IVHD, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor.

1. This subdivision (C) shall apply only to those subcontractors performing more than five (5) percent of Contractor's total Bid.

2. No Contractor shall require any subcontractor to waive any provision of this subdivision (C).

D. The request for substitution of securities to be deposited with IVHD, or with a State or Federally chartered bank as escrow agent, shall be submitted on the escrow form contained and with procedures as set forth in Section 22300, which form when executed by Contractor and IVHD shall constitute a Supplemental Agreement forming a part of the

Contract Documents. IVHD shall have thirty (30) days from receipt of any such written request, properly completed and signed by Contractor and, if applicable, accompanied by an escrow agreement in a form acceptable to IVHD, to approve said request and effect the substitution. IVHD will not unreasonably withhold approval of said request. IVHD will determine the value of any security so deposited. Such Supplemental Agreement and any escrow agreement shall provide for the release of the securities to Contractor as set forth herein and shall also set forth the manner in which IVHD may convert the securities or portions thereof to cash and apply the proceeds to the accomplishment of any purposes for which moneys may be withheld and utilized as described in the Contract Documents, including but not limited to the completion of the Work, correction of defective work, and the answering of any stop notice, claims, and costs associated therewith.

E. Securities eligible for investment under this section shall be those listed in Section 22300 of the California Public Contract Code or bank or savings and loan certificates of deposit.

F. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

GC8-9 CLAIMS

A. Notwithstanding any other Law, including Public Contract Code sections 10240 and 20104, and the prohibition against submitting false claims in Government Code section 12650 *et seq.*, the parties to this Contract are subject to the provisions of Section 9204 of the Public Contract Code, which requires compliance with the procedures set forth in this section GC8-9 to resolve any claim by Contractor arising under the Contract.

For purposes of this section only:

1. "Claim" means a separate demand by 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 IVHD under the Contract.

   (B) Payment by IVHD of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract 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 IVHD.

2. "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 Contractor or is a lower tier subcontractor.

B. Upon receipt of a Claim pursuant to this section, IVHD 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, IVHD and Contractor may, by mutual agreement, extend the time period provided in this subdivision.

C. Contractor shall furnish reasonable documentation to support the Claim.

D. If IVHD 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, IVHD 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.

E. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after IVHD issues its written statement. If IVHD fails to issue a written statement, paragraph (J) shall apply.

F. If the claimant disputes IVHD's written response, or if IVHD 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, IVHD shall conduct a meet and confer conference within 30 days for settlement of the dispute.

G. 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, IVHD 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 IVHD issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with IVHD and the claimant sharing the associated costs equally. IVHD 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.

H. 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.

I. Unless otherwise agreed to by IVHD and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

J. Failure by IVHD to respond to a Claim from 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 IVHD'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.

K. Amounts not paid in a timely manner as required by this section shall bear interest at three percent (3%) per annum.

L. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against IVHD because privity of contract does not exist, Contractor may present to IVHD 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 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 IVHD shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the Claim to IVHD and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

GC8-10 PARTIAL INVALIDITY

If any provisions of these Contract Documents are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

GC8-11 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by IVHD, Design Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such actions or failure to act constitute an approval of or acquiescence in any breach thereunder.

GC8-12 AUDIT DISCLOSURE

Pursuant to Government Code Section 8546.7, if the Contract is over ten thousand dollars ($10,000), it is subject to examination and audit of the State Auditor, at the request of the public

entity or as part of any audit of the public entity, for a period of three (3) years after final payment under the Contract.

GC8-13 CERTIFICATION AGAINST FALSE CLAIMS

In submitting its Bid, signing the Contract, performing the Work, and requesting and receiving payment, Contractor certifies it has not and will not submit false claims, pursuant to Government Code Section 12650 et seq.

GC8-14 EQUAL OPPORTUNITY CLAUSE

Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Contractor shall be subject to penalties for violation of this section.

GC8-15 GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

GC8-16 ENTIRE AGREEMENT

This Contract, including all Contract Documents, constitutes the entire contract and agreement between the parties with respect to the subject matter covered by this Contract. This Contract supersedes all previous representations, arrangements, agreements and understandings (whether written or oral) by and among the parties with respect to the subject matter covered by this Contract.

GC8-17 COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Contract, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

*** * * END OF GENERAL CONDITIONS * * ***

FORMS

This document is IVHD's warranty form and is non-negotiable. Upon completion of the Project, and as a condition to final payment, Contractor will execute and deliver this form to IVHD.

WARRANTY FORM

WARRANTY FOR THE IMPERIAL VALLEY HEALTHCARE DISTRICT

Material Testing and Condition Assessment Program (MTCAP) for Original Hospital BLD-00765 Project # S251405-13-00;

Material Testing and Condition Assessment Program (MTCAP) for Original Power Plant

BLD- 00766 Project # S251366-13-00;

Material Testing and Condition Assessment Program (MTCAP) for Administration Wing BLD-00767 Project # S260022-13-00

We hereby guarantee the Imperial Valley Healthcare District (Owner) the

Material Testing and Condition Assessment Program (MTCAP) for Original Hospital

BLD-00765 Project # S251405-13-00;

Material Testing and Condition Assessment Program (MTCAP) for Original Power Plant

BLD- 00766 Project # S251366-13-00;

Material Testing and Condition Assessment Program (MTCAP) Administration Wing BLD-00767 Project # S260022-13-00

for a period of one (1) year after the date of acceptance of the Work by IVHD.

We agree that if any of the equipment provided under this Contract should fail due to any reason other than improper maintenance, improper operation or any defect in equipment supplied by IVHD; or if any equipment, pipe or appurtenances should develop leakage due to improper assembly or installation; or if any settlement of fill or backfill occurs; or should any portion of the Work fail to fulfill any of the requirements of the Contract Documents, we will, within five (5) days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing and diligently continue such repairs or replacement until completed.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the

Imperial Valley Healthcare District to proceed to have the defect repaired and made good at our expense, and we will pay all associated costs upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by Laws.

Contractor:
_____

Signed:_____
(Authorized Representative)

Title:_____ Date: _____
(Authorized Representative)

*** * * END OF WARRANTY FORM * * ***

All change orders shall be proposed using this form and shall be supplemented with other supporting documentation determined to be necessary and appropriate by IVHD.

CHANGE ORDER FORM

CHANGE ORDER NUMBER ___

DATE _____

DATE OF CONTRACT: _____

PROJECT TITLE: _____

PROJECT NUMBER: _____

TO CONTRACTOR: _____

_____

_____

When this Change Order has been approved by IVHD, you are directed to make the following changes under the Contract, subject to the requirements of the Contract Documents.

ITEM 1

DESCRIPTION:

ITEM 2

DESCRIPTION:

Item 1 is an ADD/DEDUCT/NO CHANGE in the amount of $_____
and requires__ calendar days ADDED/DEDUCTED

Item 2 is an ADD/DEDUCT/NO CHANGE in the amount of $_____
and requires __calendar days ADDED/DEDUCTED

(Continue additional items if required by this Change Order)

CONTRACT SUMMARY

1. Original contract sum $_____
2. Net change through previous Change Order No. __ $_____
3. Contract sum prior to this Change Order $_____
4. Contract sum increased/decreased/unchanged by this Change Order $_____
5. New contract sum, including this Change Order $_____
6. Contract time increased/decreased/unchanged by this Change Order _____ Calendar days
7. New date of completion of Contract as of this Change Order _____

Approvals:

1. Contractor By:_____ Date:_____
2. IVHD By:_____ Date:_____

In accordance with GC4-7, the above adjustments in time and cost include all compensation and adjustments associated with the change in the Work, including without limitation adjustments attributable to changes in the sequence of the Work, equipment delivery, rescheduling,

acceleration, disruption, delay, labor or material cost escalation, profit, extended overhead and other impacts.

*** * * END OF CHANGE ORDER FORM * * ***

Use this form to submit private payroll records not submitted electronically.

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

__ __ __ ___ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ ____ __ __ __ __ __

I, _____, the undersigned, am_____with the authority to act
(name - print) (position in business)

for and on behalf of _____, certify under penalty of perjury
(name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____

_____
(description, no. of pages)

are originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

I further certify that _____ has
(name of business and/or contractor)

complied with the requirements of Labor Code sections 1771, 1811, and 1815 for all work performed by its employees on the _____ Project.
(name of project)

Date: _____ Signature:_____

A public entity may require a more strict and/or more extensive form of certification.

*** * * END OF NOTICE TO PUBLIC ENTITY * * ***

Monthly invoices shall be submitted using this form and shall include lien releases in statutory form (including a conditional release for all amounts requested in the current invoice and an unconditional release for payments made on prior invoices) from Contractor, its Subcontractors and sub-subcontractors, and all material suppliers, along with such other documentation as IVHD may require.

MONTHLY INVOICE SUMMARY

Submit to IVHD via email to cloper@iv-hd.org per GC8-3

PROJECT TITLE _____

IVHD CONTRACT NO: ____.____._____

OWNER: Imperial Valley Healthcare District
207 W. Legion Road, Brawley, CA. 92227

CONTRACTOR: _____
_____
_____

INVOICE NUMBER: _____
INVOICE DATE: _____
INVOICE PERIOD: _____

Original Contract Value: $_____
No. of Approved Change Orders ____
Value of Approved Change Orders $_____
Total Contract Value: $_____

	Invoiced Previously	This Period	Total Invoiced to Date	Total Contract Remaining
Contract Value Earned				
Payment				----------
Retention				----------

Requested by: _____ Date: _____

(Print Name) _____

Approved by: _____ Date: _____
Owner Project Manager / Construction Manager

*** * * END OF INVOICE SUMMARY * * ***

In the event the successful Bidder enters into a contract with the IVHD and chooses to make security deposits in lieu of retentions, this form shall be mandatory and non-negotiable.

ESCROW AGREEMENT SECURITY DEPOSIT IN LIEU OF RETENTION FORM
WITHHELD CONTRACT FUNDS
PUBLIC CONTRACT CODE SECTION 22300

This Escrow Agreement is made and entered into by and between _____ whose address is _____ hereinafter called "IVHD," and _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, IVHD, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by IVHD pursuant to the Construction Contract entered into between IVHD and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, IVHD shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify IVHD within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between IVHD and Contractor. Securities shall be held in the name of IVHD and shall designate Contractor as the beneficial owner.

(2) IVHD shall make progress payments to Contractor for those funds which otherwise would be withheld as retention from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When IVHD makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Contract is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when IVHD pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of IVHD. These expenses and payment terms shall be determined by IVHD, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to IVHD.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from IVHD to the Escrow Agent that IVHD consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) IVHD shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to the Escrow Agent from IVHD of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by IVHD.

(8) Upon receipt of written notification from IVHD certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from IVHD and Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and IVHD and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of IVHD and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of IVHD:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

[continued on following page]

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, IVHD and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of IVHD:	On behalf of Contractor:
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Name	Name

*** * END OF ESCROW AGREEMENT * * ***

TECHNICAL SPECIFICATIONS

PLANS

(PROVIDED AS SEPARATE ATTACHMENT)

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP)

Project: Material Testing and Condition Assessment Program (MTCAP)

Owner: Imperial Valley Healthcare District (IVHD)

Project Numbers:

- BLD-00765 – Original Hospital
- BLD-00766 – Original Power Plant
- BLD-00767 – Administration Wing

Addendum No.: 1

Date Issued: _____

Proposal Due Date: August 18, 2026, 2:00 PM Pacific Time *(Unless modified by this Addendum.)*

Purpose

This Addendum is issued to provide responses to questions received from prospective bidders. This Addendum forms part of the Contract Documents and shall be acknowledged in the Bid Proposal. All other terms, conditions, drawings, and specifications remain unchanged unless specifically modified herein.

Bidder Questions and Responses

Question No. 1

Reference: Notice Requesting Bids, Page 7 vs. Formal Contract, Article C, Page 46

Question: The Contract Time is stated as 160 calendar days from Notice to Proceed in the Notice Requesting Bids, while Article C of the Formal Contract states 150 calendar days. Please confirm the correct Contract Time.

IVHD Response: Contract Time is 160 calendar days from the Notice to Proceed. The reference to 150 days in the Formal Contract is a typographical error and will be correct by Addendum. Liquidated damages of $800 per calendar day apply after expiration of the 160-day Contract Time.

Question No. 2

Reference: Bid Form / Bid Schedule, Page 21

Question: The solicitation includes three HCAI project numbers but the Bid Schedule contains only a single lump-sum line item. Please confirm whether bidders are to submit one combined lump-sum bid or separate pricing by building, and clarify how payment applications and HCAI closeout will be administered.

IVHD Response:

- Bidders shall submit separate pricing for each building.

- Pricing should be itemized by building, with a separate price submitted for each building.

Question No. 3

Reference: Technical Specifications, Page 121

Question: The Technical Specifications section contains only a title page. Please confirm whether additional specifications will be issued by addendum or whether the drawings constitute the complete technical requirements.

IVHD Response: No additional Specifications will be issued.

Question No. 4

Reference: Sheet G-001, Part V – Architectural Finishes

Question: Please provide paint manufacturer, color, finish, and product information for restoration work, or identify when this information will be provided.

IVHD Response: Sherwain Williams –Gloss 8230 Sun Baked Sand

8231 Sawyers Fence

8233 Khaki

Question No. 5

Reference: Sheet G-001, Part V – Floor Finishes

Question: Please provide flooring specifications or establish an allowance to be used for bidding purposes.

IVHD Response: VCT match existing color and pattern or similar

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Question No. 6

Reference: Sheet G-001, Part V – Ceiling Finishes

Question: Please provide ceiling tile specifications or confirm that ceiling finishes are consistent throughout all project locations.

IVHD Response: USG Touchstone Acoustical Panels 2’ X 4’ Item: 5894

Question No. 7

Reference: Extent of Repairs

Question: Please clarify whether finish restoration is limited to the immediate area disturbed by testing or whether larger finish restoration (e.g., corner-to-corner painting) is required.

IVHD Response: Corner to corner painting is required.

Question No. 8

Reference: Drawing Code References

Question: Please confirm which edition of the California Building Standards Code governs this project, as the drawing sets reference different code editions.

IVHD Response: For BLD-00767 use the 2025 Code

BLD-00765 & BLD-00766 falls under the 2022 Code

Question No. 9

Reference: Notice Requesting Bids – Questions Deadline

Question: Please confirm whether these questions will be accepted and answered by written addendum prior to bid opening and whether the bid due date will be extended, if necessary.

IVHD Response: Reference revised addendum for date bid due date.

Question No. 10

Reference: Testing Laboratory

Question: Please clarify responsibility for contracting and paying for the testing laboratory and special inspection agencies in accordance with HCAI requirements.

IVHD Response: IVHD is responsible for hiring testing laboratory and special inspection agencies.

Question No. 11

Reference: Preferred Vendors

Question: Does the District require or recommend the use of specific subcontractors or vendors for systems such as fire alarm, fire sprinkler, controls, roofing, or nurse call?

IVHD Response: IVHD requires using Johnson Controls for the fire alarm, fire sprinkler and controls and Rauland Integrated Solutions for nurse call. Contractor to choose their own vendor for roofing.

Question No. 12

Reference: Facilities Access

Question: Please clarify whether contractor personnel may use hospital restrooms, cafeteria, and other public facilities, or whether the contractor must provide portable sanitary facilities and a designated break area.

IVHD Response: Contractor personnel may use cafeteria. Contractor must provide portable sanitary facilities.

Contract Documents

Except as modified by this Addendum, all requirements of the Contract Documents remain unchanged and in full force and effect.

Bidders shall acknowledge receipt of this Addendum in their Proposal. Failure to acknowledge receipt of all issued addenda may result in the Proposal being deemed non-responsive.

Imperial Valley Healthcare District

Project Manager: Joseph Nowell

Date: 8/12/2026

RESOLUTION NO. 2026-1008

RESOLUTION OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT BOARD OF DIRECTORS ACCEPTING THE TRANSFER OF EL CENTRO REGIONAL MEDICAL CENTER AND AUTHORIZING ACTIONS TO COMPLETE THE TRANSACTION

WHEREAS, Imperial Valley Healthcare District ("**IVHD**") is a California healthcare district established by the California Legislature pursuant to Assembly Bill 918 (2023) ("**AB 918**"), Health and Safety Code section 32499.5 *et seq.*, that is duly organized and existing under the laws of the state of California;

WHEREAS, Health and Safety Code Section 32499.6(c)(4)(A) directed the IVHD Board of Directors (the "**Board**") to enter into negotiations with the El Centro Regional Medical Center ("**ECRMC**"), a municipal hospital, separate agency and enterprise operation of the City of El Centro, California, a charter city duly organized and existing under and by virtue of the laws of the State of California (the "**City**"), and the City, to decide the terms of the acquisition of its 161-bed hospital located in the Imperial Valley (the "**ECRMC Hospital**") and associated other rural health clinics and certain other healthcare facilities in Imperial County, California (collectively, the "**ECRMC Healthcare Establishment**");

WHEREAS, IVHD, the City and ECRMC previously entered into that certain Asset Transfer Agreement dated as of August 1, 2025 (the "**Asset Transfer Agreement**") consistent with AB 918 and Resolution 2025-0626 of this Board, pursuant to which IVHD agreed to acquire all of the assets and liabilities of the ECRMC Healthcare Establishment, including, but not limited to, the obligations of ECRMC and the ECRMC Hospital (the "**Transaction**");

WHEREAS, the parties to the Asset Transfer Agreement intend to close the Transaction before the next regularly scheduled meeting of the IVHD Board of Directors;

NOW, THEREFORE, this IVHD Board of Directors does hereby find, resolve, and order as follows:

SECTION 1. Effective on the date of closing of the Transaction, IVHD Board of Directors hereby accepts the assets, rights, and responsibilities of ECRMC as its own in accordance with the Asset Transfer Agreement and any related closing transaction document. Effective upon the closing of the Transaction, IVHD shall have and hereby accepts ownership, possession, and control of all books, records, papers, offices, equipment, supplies, moneys, funds, appropriations, licenses, permits, entitlements, agreements, contracts, claims, judgments, land, and other assets and property, real or personal, owned or leased by, connected with the administration of, or held for the benefit or use of the ECRMC Healthcare Establishment. Accounts payable and all other contract obligations, including tax revenue, grants, or other revenue or monies shall be transferred to IVHD and the IVHD Board of Directors hereby accepts the same from ECRMC.

SECTION 2. Effective on the date of closing of the Transaction, all ECRMC Board Policies and Board Bylaws shall be superseded by the IVHD Board of Directors' Board Policies and Board Bylaws, and all ECRMC controlling documents that refer to ECRMC Board Policies and/or Board Bylaws shall be construed to mean and refer to the IVHD Board of Directors' Board Policies and Board Bylaws.

SECTION 3. Effective on the date of closing of the Transaction and consistent with the Joint Powers and Affiliation Agreement by and among Imperial Valley Healthcare District and the Regents of the University of California on Behalf of UC San Diego Health June 12, 2025 ("**JPA**"), the Regents of the University of California on behalf of UC San Diego Health ("**UCSD**") shall act as the Manager of all IVHD healthcare facilities (including, but not limited to Pioneers Memorial Hospital or "**PMH**" and ECRMC), and UCSD shall have the sole and exclusive right to operate, manage, supervise, direct, and control the management and operation of IVHD's hospitals, clinics and related facilities according to the terms set forth in the JPA, subject to the continuing consent of the IVHD Board retaining ultimate authority and responsibility for the healthcare facilities as required by law.

SECTION 4. Effective on the date of closing of the Transaction, all ECRMC Operational Policies are hereby accepted and adopted by IVHD as the operational policies for the ECRMC campus and its affiliated ECRMC Healthcare Establishment, with the intent that the operational policies between the PMH and ECRMC campuses shall be harmonized and consolidated at the appropriate time. In the event of any conflicts between PMH and ECRMC's operational policies, each campus location will be governed by its own respective operational policies to the extent possible, as those policies may be modified from time to time by the IVHD Chief Executive Officer to reflect best practices and in consultation with UCSD as manager, and subject to the ratification of the IVHD Board, as appropriate.

SECTION 5. Effective on the date of closing of the Transaction, the IVHD Board of Directors hereby authorizes UCSD as manager, the IVHD Chief Executive Officer, and/or IVHD's General Legal Counsel, Adriana Ochoa/Snell & Wilmer LLP (as necessary) (the "**Authorized Parties**"), to create and send any correspondence, execute any administrative paperwork, sign any and all necessary records and authorizations, including bank transfers or any other financial authorizations, real property deeds and/or other asset transfers, in order to realize the goals of the Asset Transfer Agreement and finalize the Transaction. The Authorized Parties are hereby authorized and directed to perform all tasks necessary to ensure the prompt transition of all ECRMC Assets, taxes, income, financial accounts or financial obligations, cash, or other tangible property or personal property otherwise held by ECRMC, to IVHD's name, and to consult from time to time with the Board Chair regarding this progress, and to report transition progress monthly to the IVHD Board of Directors until the Transaction is deemed completed.

SECTION 6. The IVHD Board Chair, IVHD Board Treasurer, and the IVHD Chief Executive Officer and his delegees as appropriate, are hereby authorized as banking signatories that may execute and effect the transfer, opening or closing of any financial account from ECRMC to IVHD.

SECTION 7. This resolution shall take effect upon the date of closing of the Transaction.

IT IS SO RESOLVED. PASSED, ADOPTED AND SIGNED ON THIS 8th DAY OF OCTOBER, 2026.

ATTEST:

Katherine Burnworth	**Brenda Ryan**
IVHD Board President/Chairperson	**IVHD Board Clerk**

SECRETARY'S CERTIFICATE

I, Enola Berker, Secretary of the Board of Directors of Imperial Valley Healthcare District, a California healthcare district, County of Imperial, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolution(s) duly adopted at the meeting of the Board of Directors of Imperial Valley Healthcare District, which was duly held on October 8, 2026, at which meeting a quorum of the members of the Board of Directors was present; and at such meeting such resolution(s) was/were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 8th day of October, 2026.

Secretary

Imperial Valley Healthcare District