



**BUILDING AND PLANNING COMMITTEE
AND SPECIAL MEETING OF THE BOARD OF DIRECTORS**
Administrative Conference Room
Tuesday, September 23, 2025 – 1:00pm
www.kvhd.org

REMOTE PARTICIPATION – Microsoft Teams
Meeting ID: 210 286 332 765 0 Passcode: Rz6D7QQ2

Director Elliott participating remotely from:
20 S. Ocean Avenue
Cayucos, CA 93430

Director Parks participating remotely from:
129 E. Fremont Street
Las Vegas, NV 89141

- A. Call to Order**
- B. Approval of Agenda (Action)** *(pages 1-2)*
- C. Public Comment**
- D. Approval of Minutes from August 23, 2025 Meeting (Action)** *(pages 3-5)*
- E. Project Update (Discussion)**
Bob Easterday, Plant Operations Manager *(page 6)*
 - 1. Master Plan
 - 2. New Administration Building
 - 3. Emergency Generator
 - 4. NPC Seismic Upgrade of Dietary, Surgery, and Central Plant Buildings
 - 5. Skilled Nursing Building Reclassification
 - 6. Dietary Area Cosmetic Work
 - 7. Acute Care Restrooms
- F. Mesa Clinical Pharmacy Upgrade**
Bob Easterday, Plant Operations Manager
- G. Radian Design – Proposed Architectural/Engineering Services for Kern Valley Healthcare District to Install an Emergency Generator System for Mountain View Health Center Located at 4300 Birch Street (Action)**
Bob Easterday, Plant Operations Manager *(pages 7-14)*

- H. Radian Design – Proposed Architectural/Engineering Services for Kern Valley Healthcare District to Install an Emergency Generator System for Administration Building Located at 12424 Mt. Mesa Road (Action)**
Bob Easterday, Plant Operations Manager (pages 15-22)
- I. Resolution 25-10 – Declaring Surplus Property (Action)**
John Lovrich, Chief Executive Officer (pages 23-24)
- J. Invoices: None**
- K. Adjournment**

(Posted 9/18/25 @ 1500)



**BUILDING AND PLANNING COMMITTEE
AND SPECIAL MEETING OF THE BOARD OF DIRECTORS MINUTES
Tuesday, August 26, 2025 – 1:00pm
Administrative Conference Room**

In Attendance: John Blythe, Chairman
Katheryn Elconin, 1st Vice Chair
Fred Clark, 2nd Vice Chair
Gene Parks, Treasurer
Tim McGlew, Chief Executive Officer
John Lovrich, Chief Financial Officer
Mark Gordon, Chief Nursing Officer
Cary Zuber, Chief Information Officer
Bob Easterday, Plant Operations Manager
Greg Davis, MVHC Manager
Ross Elliott, Secretary (joined remotely at 1:28pm, but did not participate in the meeting)

- A. **Call to Order:** The meeting was called to order at 1:01pm by Director Blythe. Director Blythe stated he needed to leave
- B. **Approval of Agenda:** The agenda was approved as distributed. FC, KE 4/0.
- C. **Public Comment:** Mrs. Hess took this opportunity to introduce the new Marketing/PR Manager, Nicolas Caver, who will be taking over for her when she retires next month.
- D. **Approval of Minutes from July 29, 2025 Meeting:** The minutes of the July 29, 2025 meeting were approved as distributed. FC, KE, 4/0.
- E. **Project Update:** The project update summary was given by Mr. Easterday.
 - 1. **Master Plan:** Kern County Board of Supervisors voted to approve submitting the grant application to CalOES/FEMA on behalf of KVHD. The consultants are going through all of the documents to make sure they are in order and meet the criteria for the HMPG grant process. The application will officially be submitted at the end of the week. Mr. Easterday also reported that all applications are due by January and ours will be evaluated with all other applications. They are unable to fast-track our application. Mr. Easterday reported that he also had a lengthy conversation with the architect/engineer about what our potential options are if we do not get the seismic grant. There were loose conversations about potentially using Surgery for a new

Emergency Department and proceeding with moving the inpatient pharmacy to the old Medical Records department.

2. **New Administration Building:** Work continues on suites D and E for the retail pharmacy. Framing has been completed and they are beginning to work on the drywall. Cabling is scheduled to start today. Mr. Easterday updated the Board on the rolling shutters stating the lead time is approximately 4 weeks and can change to interior mount at no extra cost. Director Parks asked if the rolling shutters were necessary, and if security cameras can be used as an alternative. Mr. Easterday stated we are continuing to discuss option. Mr. Easterday also reported that he still needs to follow up with Legal Counsel about the possibility of paving the lot between our building and the Red Rooster and will report back.
3. **Emergency Generator:** The drawings for the bracing of the conduits are going to HCAI for approval. Once approved, the contractor will proceed with installation of the bracing and with the ACD to run power to the maintenance shop. After completion of these two items, the project will be closed with OSHPD/HCAI. Also, Tehachapi Valley Healthcare District has two surplus generators that they would like to sell to KVHD for \$1.00. Legal Counsel is drafting the resolution and bill of sale which will go to the next Board of Directors meeting for approval.
4. **NPC Seismic Upgrade of Dietary, Surgery, and Central Plant Buildings:** Mr. Easterday reported that the District is proceeding with the drawings, but it does not make sense to proceed with the work unless our seismic continues to move forward. There was also discussion about emergency water. Mr. Easterday stated it makes more sense for the District to have our own well on the lot at the corner of Laurel and Birch rather
5. **Skilled Nursing Building Reclassification:** Mr. Easterday walked this job with the architect and engineer to determine exactly which utilities currently have seismic give at the building separation. Most utilities have seismic give, but the domestic water and heating/cooling water do not. Solutions were worked out for this to be addressed.
6. **Dietary Area Cosmetic Work:** Mr. Easterday has a part-time staff member working on some of the cosmetic work identified in dietary.
7. **Acute Care Restrooms:** Mr. Easterday is getting a proposal to replace the shower doors in the AC restrooms.

F. **Mesa Clinical Pharmacy Upgrade:** This item was covered under the project update.

Director Blythe left at this point in the meeting and handed the meeting over to Director Elconin.

G. **Capital Expenditure Request – Maintenance Truck:** The capital expenditure request for the truck for maintenance was presented by Mr. Lovrich. Mr. Lovrich stated this vehicle would replace one of the maintenance vehicles that has been in the shop several times recently. This is a panel truck with a lift that will allow the maintenance department to more easily and safely move various items. Mr. Lovrich reported that the Auxiliary has agreed to fund this purchase. After lengthy discussion, a motion was made by Director Parks to approve the request. Motion was seconded by Director Clark. Motion passed with a vote of 3/0.

- H. Invoice Review/Approval:** The invoice was reviewed and discussed. A motion was made by Director Clark to approve the invoice for payment. The motion was seconded by Director Parks. Using a roll call vote, the motion passed with a vote of 3/0.
1. Greenbough Design – Inv.# 994 – Dietary Stove - \$1,665.00

- I. Adjournment:** The meeting was adjourned at approximately 2:00pm by Director Blythe.

Submitted By: _____

Approved By: _____

KVHD List and Status of Projects

September 2025

Master Plan – Kern County Board of Supervisors voted to approve submitting on behalf of KVHD to CalOES/FEMA. NOI No. PA-00003228 DR4856-AP1885. The application was sent to CalOES on Friday September 12th after multiple meetings and many changes to convert from the BRIC Grant and HMGP grant requirements. Final budget numbers came out at:

Construction and Management - \$35,000,000.00

Grant Management - \$1,689,675.00

Grant Closeout - \$60,325.00

New Administration Building – Work is proceeding very well on suites D and E for the pharmacy. The completion date we are shooting for is October 24th.. Medical Records is ready to move. Pending installation of workstations and desks for the staff.

Emergency Generator – Final drawings for the approval of the minor bracing of conduits in the chiller room are at HCAI for approval. When they are approved, the contractor will proceed with installation of the bracing and with the ACD to run power to the maintenance shop. Then we will be closing the project with OSHPD/HCAI.

NPC Seismic upgrade of the Dietary, Surgery, and Central Plant Buildings – Walked the site with the Architect and the engineers and worked out the solution for NPC 5 requirement for 96 hours of water supply to the hospital. The Architect and Engineers are working on the drawings.

Skilled Nursing Building Reclassification – The Architect and Engineers are working on the drawings

Dietary Area Cosmetic Work – No Change. This area has been toured, and the work will commence soon.

Acute Care Restrooms – We hope to be able to get staff back on this project shortly.



PROPOSED ARCHITECTURAL / ENGINEERING SERVICES FOR KERN VALLEY HEALTHCARE DISTRICT TO INSTALL AN EMERGENCY GENERATOR SYSTEM FOR MOUNTAIN VIEW HEALTH CENTER LOCATED AT 4300 BIRCH STREET IN LAKE ISABELLA, CALIFORNIA.

1. PROJECT SCOPE OF WORK:

The construction project consists of the following:

- a. Install an emergency generator with automatic transfer switch.

Work shall include the following:

1. Install and anchor a new emergency generator on a concrete pad with an automatic transfer switch (ATF) panel. Enclose the generator and ATF panel with slatted chain link fence eight feet high.
2. Connect new ATS to existing main service panel on east exterior of clinic.
3. Provide CAD drawings for County review and permitting. The work shall include the vicinity map, revised site plan, floor plan, exterior elevation with electrical plans.
4. Provide review of all drawings to meet County backcheck comments for application approval. Review of submittals during the construction phase to confirm general conformance with the intent of the construction documents.

- b. Client: **Kern Valley Healthcare District**
6412 Laurel Avenue
Mountain Mesa, CA 93240

- c. Radian Design Group, Inc. (RDG) will endeavor to verify, to the best of their abilities, all building and site conditions depicted in the PDF files provided to Radian in order to gain plan check approval from the County.

2. ARCHITECT'S ROLE UNDER THIS LETTER FORM AGREEMENT:

- a. Architect of Record (AOR). Radian Design Group shall be responsible for subcontract agreements for all listed engineering consultants required to develop the scope of services outlined in the construction documents for submission to the County of Kern for review and approval and obtain issuance of a permitted set of drawings suitable for contractor bidding. Engineering consultants required to execute the scope of work under the Architect of Record shall include the following:

1. John Maloney – JMPE Electrical Engineer.
2. Ramon Sanchez – Anacapa Engineering.

b. Architectural/Engineering Services Basic Design Services:

1. Consultation meetings with Owner's representatives as required.
2. Preparation of new CAD drawings depicting the new location for the emergency generator with enclosure with plans for initial backgrounds for consultant drawings.
3. Construction Documents Phase: Develop working drawings for County review and approval. Book specifications shall not be required with all specified materials indicated on the construction documents.
4. Bidding Phase: Respond to Owner-selected contractors' Requests for Information (RFI)
5. The design team will perform Standard Construction Administration Services during construction to confirm general conformance with the approved Construction Documents.
6. Review of Contractor periodic pay requests and file closeout documents to gain final approval from the County.

3. DELIVERABLES:

- a. Construction Documents including drawings and support documents sufficiently detailed to gain governmental approvals from agencies having oversight of the project scope defined under this agreement.
- b. Two (2) sets of plans and an electronic PDF set of scanned approved drawings after approvals are stamped on each drawing and the Testing, Inspection, and Observation Program (TIO) form is accepted by the County of Kern.

4. ASSUMPTIONS:

- a. Governing Agency: County of Kern Planning and Development.
- b. It is assumed that the project delivery method will be Design/Bid/Build method of project of delivery to Owner selected contractor.
- c. This scope of work does **NOT** include any reasonably unforeseen requirements with respect to accessible and/or building upgrades beyond project scope of work that may be required by the County during plan review.
- d. The project will not be bid until we review and coordinate both our internal work (Quality Assurance) and the work of other disciplines with our plans. We are not responsible for completion of the work of other disciplines or Owner-selected independent consultants that have no contractual relationship directly under the Architect of Record.
- e. CAD drafting will be performed on AutoCAD version 2023 or later and prepared using RDG standards.

5. SCHEDULE:

- a. Projected Project Design Schedule: Provide within six (6) calendar weeks (excluding holidays) of the date of full execution of this Proposal/Agreement a full set of working drawings for review by Client.

- b. Advise Client about any/all destructive/non-destructive testing and inspections as required by the County.
- c. Perform field investigations/observations as needed by the Design Team.
- d. Incorporate Client red-line mark-up comments and prepare a revised full set for submission to the County for plan check.
- e. Complete County back check comments/revisions for final County approval.

6. FEES AND REIMBURSABLE EXPENSES:

- a. As consideration for our services listed in Section 4.0 above, Radian Design Group is proposing a Fixed Fee as follows:

Proposed Fee: \$23,035.00

Invoices will be based on the percentage of work completed and will be sent at the first day of each Calendar month and shall be payable within 30-days of invoice date.

- b. RDG reserves the right to withhold drawings and/or calculations for Plan Check Submittal and/or Construction until invoices beyond 30-days past-due are paid in full to RDG
- c. Reimbursables – Progress printing of documents specifically requested by the Owner and other direct costs are not included in Fixed Fee. Reimbursable amounts are subject to rates as shown per our most recent Fee Rate Schedule. No reimbursable charges for Mileage in the greater Bakersfield area, xerox copies or similar material charges apply for this project. Reimbursables shall be charged to a not to exceed amount of \$250.00.

7. COSTS SPECIFICALLY EXCLUDED FROM PROPOSED SERVICES OUTLINED IN THIS AGREEMENT:

- a. Plan Check fees and permit fees.
- b. Hazardous waste detection or removal services.
- c. Underground investigation for existing conduits and pipes.
- d. Destructive/non-destructive testing of the existing structures and foundation.
- f. Unforeseen utility company service requirements.

8. CONTINGENT SERVICES:

These are services that arise because of unforeseen circumstances during the design or construction process of the existing site. The client is advised to set aside a contingency fund in the event any of these occurring. Examples include, but are not limited to:

- a. Delays, interruptions, or modifications to the project by the Owner not resulting from our work or caused by conflicts and/or inaccuracies in the PDF documents/drawings provided to the architect of record.
- b. Services necessitated by corrections or revisions required because of errors or omissions in construction by the original contractor or in design by third party consultants retained directly by Owner other than the AOR.
- c. Services resulting from the damage because of fires, man-made disasters, or acts of God requiring corrective drawings or changes in the original approved scope.

****This concludes the initial scope of work description for the Clinic Emergency Generator project. If there are any clarifications or questions regarding the scope as defined please feel free to call or e-mail us at your earliest convenience.**

GENERAL TERMS AND CONDITIONS

This Design Services Agreement ("Agreement") is made the 4th day of August in the year 2025 between Kern Valley Healthcare District and Radian Design Group, Inc. ("RDG") for the Project, Job No. 12.25022.1 as described in the above Scope of Services.

Client and RDG, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. COMPENSATION:

1.1. For RDG'S performance of the Services, the Client agrees to pay RDG in accordance with the proposed fixed fee listed in the Proposal above. All work that is agreed to in advance by Client that is outside of the scope of Services shall also be performed and billed in accordance with a mutually agreed to amendment to the original fee prior to the initiation of any extra work. **The Fee Schedule for the original scope of work as described is as follows:**

- a. Combined Schematic/Design Development Phase: Invoiced to a maximum 35% of the overall fee billed in proportion to the work completed in that phase.
- b. Construction Documents Phase: Invoiced to a maximum 45% of the overall fee billed in proportion to the work completed in that phase.
- c. Agency Approval: Invoiced to a maximum 10% of the overall fee billed in proportion to the work completed in that phase.
- d. Construction Administration Phase: Invoiced to a maximum 10% of the overall fee billed in proportion to the work completed in that phase.

1.2. Client agrees to pay a monthly late payment charge, which will be one and one-half percent (1.5%) per month, which will be applied to any unpaid balance commencing on the thirty-first (31st) day from the date of RDG's invoice. In the event RDG opts not to enforce this provision for any period, such forbearance shall not constitute a waiver of this or any other provision.

1.3. If the invoice payment is not received within 60 days, RDG may terminate the performance of their services, at its sole option, without waiving any claim or right against the Client or property owner under California law, including without limitation Civil Code § 3081.2 et seq., and without any liability whatsoever to RDG or obligation to the Client.

ARTICLE 2. INDEMNIFICATION, WARRANTIES, AND LIMITATION OF LIABILITY:

2.1. (a) Indemnification by RDG. RDG agrees to indemnify Client for actual damages for which Client becomes liable to the extent the damage upon which Client's liability is based was caused by the proven active negligence of RDG or its owners, officers, employees. RDG does not agree to defend Client. However, if Client is determined to be liable for damage caused by the proven active negligence of RDG or its owners, officers, employees, RDG agrees to reimburse Client for the reasonable value of defense costs incurred by Client to defend against that portion of the damages caused by the proven active negligence of RDG or its owners, officers, employees.

(b) Indemnification by Client. Client agrees indemnify RDG for actual damages for which RDG becomes liable to the extent the damage upon which RDG's liability is based was caused by proven active negligence of Client or its owners, officers, employees, sub consultants, subcontractors or

other agents. Client does not agree to defend RDG. However, if RDG is determined to be liable for damage caused by the proven active negligence of Client or its owners, officers, employees, sub consultants, subcontractors or other agents, Client agrees to reimburse RDG for the reasonable value of defense costs incurred by RDG to defend against that portion of the damages caused by the proven active negligence of Client or its owners, officers, employees, sub consultants, subcontractors or other agents.

2.2. Environmental Indemnity: Client agrees to defend, indemnify and hold harmless RDG, its officers, agents and employees and sub consultants from and against all claims arising from or related to the prevention, treatment, storage, containment or removal of hazardous or waste materials from the Project, except to the extent that any such claim was caused by the active negligence of RDG or its owners, officers, employees or sub consultants.

2.3. Standard of Practice: Services performed by RDG under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations expressed or implied and no other warranty or guarantee is included or intended in this Agreement. All warranties, express or implied, including, but not limited to, any implied warranty of habitability, are hereby expressly disclaimed and waived.

2.4. Waiver of Consequential Damages: In no event shall RDG or its owners, officers, employees, or sub consultants of any tier be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, including but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

2.5. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and RDG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, RDG's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed three times the consulting fees for the project or \$100,000.00, whichever is greater. Such causes include but are not limited to, RDG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

ARTICLE 3. TERMINATION, SUSPENSION OR ABANDONMENT:

3.1. Termination. This Agreement may be terminated by either party upon not less than seven days' written notice via certified method of transmission, should the other party fail to perform its material obligations hereunder. In the event of termination, the Client shall pay RDG for all undisputed, reasonable and necessary services rendered to the date of termination, and all reasonable and necessary Reimbursable Expenses. Failure of the Client to make payments to RDG in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due RDG for services and expenses, RDG may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless RDG receives payment in full within seven days of the date of the notice, the suspension shall take effect without further notice.

In the event of a suspension of services, RDG shall have no liability to the Client or Owner for delay or damage caused the Client or Owner because of such suspension of services.

ARTICLE 4. USE OF PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:

4.1. The Drawings, Specifications and other documents prepared by RDG for this Project are instruments of the RDG's service for use solely with respect to this Project and, unless otherwise provided, RDG shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of RDG's Drawings, Specifications and other documents for information and reference in connection with the Client's use and occupancy of the Project. RDG's Drawings, Specifications or other documents shall not be used by the Client or Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to RDG.

ARTICLE 5. MISCELLANEOUS PROVISIONS:

5.1. This Agreement shall be governed by California law.

5.2. Unless otherwise provided in this Agreement, RDG and RDG's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, as well as any mold, fungus or other similar substances.

5.3. RDG shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among RDG's promotional and professional materials. RDG's materials shall not include the Client's or Owner's confidential or proprietary information if the Client or Owner has previously advised RDG in writing of the specific information considered by the Client or Owner to be confidential or proprietary. The Client and Owner shall provide professional credit for RDG on the construction sign and in the promotional materials for the Project.

5.4. **Modification, Waiver, and Amendment:** Any modification, waiver or amendment of any of the provisions of this Agreement must be in writing and signed by both the Client and RDG.

5.5. **Severability:** If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

5.6. **Authority:** The undersigned represents and warrants that he or she has full power and authority to enter into this Agreement and to bind RDG and the Client in accordance with its terms.

5.7. **Counterparts:** This Agreement may be executed in counterparts, via scan or facsimile, and all of which will be deemed to have the same force and effect as if executed in one complete document and as the one and only original.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above.

KERN VALLEY HEALTHCARE DISTRICT

Authorized Agent for KVHD	Date
---------------------------	------

RADIANT DESIGN GROUP, INC.

9/15/25

Date _____



PROPOSED ARCHITECTURAL / ENGINEERING SERVICES FOR KERN VALLEY HEALTHCARE DISTRICT TO INSTALL AN EMERGENCY GENERATOR SYSTEM FOR ADMINISTRATION BUILDING LOCATED AT 12424 MOUNTAIN MESA ROAD IN MOUNTAIN MESA, CALIFORNIA.

1. PROJECT SCOPE OF WORK:

The construction project consists of the following:

- a. Install an emergency generator with automatic transfer switch. Remove existing utility service meters and install a new house service panel with breaker to feed existing subpanels in the building.

Work shall include the following:

1. Install and anchor a new emergency generator on a concrete pad with an automatic transfer switch (ATF) panel. Enclose the generator and ATF panel with slatted chain link fence eight feet high.
 2. Install a new house service panel (HSP) with one utility service meter and breakers to feed existing subpanels in the building.
 3. Remove all existing utility service meter panels and connect all existing subpanels to new breakers in HSP.
 4. Provide CAD drawings for County review and permitting. The work shall include the vicinity map, revised site plan, floor plan, exterior elevation with electrical plans.
 5. Provide review of all drawings to meet County backcheck comments for application approval. Review of submittals during the construction phase to confirm general conformance with the intent of the construction documents.
- b. Client: **Kern Valley Healthcare District**
6412 Laurel Avenue
Mountain Mesa, CA 93240
 - c. Radian Design Group, Inc. (RDG) will endeavor to verify, to the best of their abilities, all building and site conditions depicted in the PDF files provided to Radian in order to gain plan check approval from the County.

2. ARCHITECT'S ROLE UNDER THIS LETTER FORM AGREEMENT:

- a. Architect of Record (AOR). Radian Design Group shall be responsible for subcontract agreements for all listed engineering consultants required to develop the scope of services outlined in the construction documents for submission to the County of Kern for review and approval and obtain issuance of a permitted set of drawings suitable for contractor bidding. Engineering consultants required to execute the scope of work under the Architect of Record shall include the following:
 1. John Maloney – JMPE Electrical Engineer.
 2. Ramon Sanchez – Anacapa Engineering.
- b. Architectural/Engineering Services Basic Design Services:
 1. Consultation meetings with Owner's representatives as required.
 2. Preparation of new CAD drawings depicting the new location for the emergency generator with enclosure and new HSP with plans for initial backgrounds for consultant drawings.
 3. Construction Documents Phase: Develop working drawings for County review and approval. Book specifications shall not be required with all specified materials indicated on the construction documents.
 4. Bidding Phase: Respond to Owner-selected contractors' Requests for Information (RFI)
 5. The design team will perform Standard Construction Administration Services during construction to confirm general conformance with the approved Construction Documents.
 6. Review of Contractor periodic pay requests and file closeout documents to gain final approval from the County.

3. DELIVERABLES:

- a. Construction Documents including drawings and support documents sufficiently detailed to gain governmental approvals from agencies having oversight of the project scope defined under this agreement.
- b. Two (2) sets of plans and an electronic PDF set of scanned approved drawings after approvals are stamped on each drawing and the Testing, Inspection, and Observation Program (TIO) form is accepted by the County of Kern.

4. ASSUMPTIONS:

- a. Governing Agency: County of Kern Planning and Development.
- b. It is assumed that the project delivery method will be Design/Bid/Build method of project of delivery to Owner selected contractor.
- c. This scope of work does **NOT** include any reasonably unforeseen requirements with respect to accessible and/or building upgrades beyond project scope of work that may be required by the County during plan review.

- d. The project will not be bid until we review and coordinate both our internal work (Quality Assurance) and the work of other disciplines with our plans. We are not responsible for completion of the work of other disciplines or Owner-selected independent consultants that have no contractual relationship directly under the Architect of Record.
- e. CAD drafting will be performed on AutoCAD version 2023 or later and prepared using RDG standards.

5. SCHEDULE:

- a. Projected Project Design Schedule: Provide within six (6) calendar weeks (excluding holidays) of the date of full execution of this Proposal/Agreement a full set of working drawings for review by Client.
- b. Advise Client about any/all destructive/non-destructive testing and inspections as required by the County.
- c. Perform field investigations/observations as needed by the Design Team.
- d. Incorporate Client red-line mark-up comments and prepare a revised full set for submission to the County for plan check.
- e. Complete County back check comments/revisions for final County approval.

6. FEES AND REIMBURSABLE EXPENSES:

- a. As consideration for our services listed in Section 4.0 above, Radian Design Group is proposing a Fixed Fee as follows:

Proposed Fee: \$31,385.00

Invoices will be based on the percentage of work completed and will be sent at the first day of each Calendar month and shall be payable within 30-days of invoice date.

- b. RDG reserves the right to withhold drawings and/or calculations for Plan Check Submittal and/or Construction until invoices beyond 30-days past-due are paid in full to RDG
- c. Reimbursables – Progress printing of documents specifically requested by the Owner and other direct costs are not included in Fixed Fee. Reimbursable amounts are subject to rates as shown per our most recent Fee Rate Schedule. No reimbursable charges for Mileage in the greater Bakersfield area, xerox copies or similar material charges apply for this project. Reimbursables shall be charged to a not to exceed amount of \$250.00.

7. COSTS SPECIFICALLY EXCLUDED FROM PROPOSED SERVICES OUTLINED IN THIS AGREEMENT:

- a. Plan Check fees and permit fees.
- b. Hazardous waste detection or removal services.
- c. Underground investigation for existing conduits and pipes.
- d. Destructive/non-destructive testing of the existing structures and foundation.
- f. Unforeseen utility company service requirements.

8. CONTINGENT SERVICES:

These are services that arise because of unforeseen circumstances during the design or construction process of the existing site. The client is advised to set aside a contingency fund in the event any of these occurring. Examples include, but are not limited to:

- a. Delays, interruptions, or modifications to the project by the Owner not resulting from our work or caused by conflicts and/or inaccuracies in the PDF documents/drawings provided to the architect of record.
- b. Services necessitated by corrections or revisions required because of errors or omissions in construction by the original contractor or in design by third party consultants retained directly by Owner other than the AOR.
- c. Services resulting from the damage because of fires, man-made disasters, or acts of God requiring corrective drawings or changes in the original approved scope.

****This concludes the initial scope of work description for the Administration Building Emergency Generator project. If there are any clarifications or questions regarding the scope as defined please feel free to call or e-mail us at your earliest convenience.**

GENERAL TERMS AND CONDITIONS

This Design Services Agreement ("Agreement") is made the 4th day of August in the year 2025 between Kern Valley Healthcare District and Radian Design Group, Inc. ("RDG") for the Project, Job No. 12.25023.1 as described in the above Scope of Services.

Client and RDG, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. COMPENSATION:

1.1. For RDG'S performance of the Services, the Client agrees to pay RDG in accordance with the proposed fixed fee listed in the Proposal above. All work that is agreed to in advance by Client that is outside of the scope of Services shall also be performed and billed in accordance with a mutually agreed to amendment to the original fee prior to the initiation of any extra work. **The Fee Schedule for the original scope of work as described is as follows:**

- a. Combined Schematic/Design Development Phase: Invoiced to a maximum 35% of the overall fee billed in proportion to the work completed in that phase.
- b. Construction Documents Phase: Invoiced to a maximum 45% of the overall fee billed in proportion to the work completed in that phase.
- c. Agency Approval: Invoiced to a maximum 10% of the overall fee billed in proportion to the work completed in that phase.
- d. Construction Administration Phase: Invoiced to a maximum 10% of the overall fee billed in proportion to the work completed in that phase.

1.2. Client agrees to pay a monthly late payment charge, which will be one and one-half percent (1.5%) per month, which will be applied to any unpaid balance commencing on the thirty-first (31st) day from the date of RDG's invoice. In the event RDG opts not to enforce this provision for any period, such forbearance shall not constitute a waiver of this or any other provision.

1.3. If the invoice payment is not received within 60 days, RDG may terminate the performance of their services, at its sole option, without waiving any claim or right against the Client or property owner under California law, including without limitation Civil Code § 3081.2 et seq., and without any liability whatsoever to RDG or obligation to the Client.

ARTICLE 2. INDEMNIFICATION, WARRANTIES, AND LIMITATION OF LIABILITY:

2.1. (a) Indemnification by RDG. RDG agrees to indemnify Client for actual damages for which Client becomes liable to the extent the damage upon which Client's liability is based was caused by the proven active negligence of RDG or its owners, officers, employees. RDG does not agree to defend Client. However, if Client is determined to be liable for damage caused by the proven active negligence of RDG or its owners, officers, employees, RDG agrees to reimburse Client for the reasonable value of defense costs incurred by Client to defend against that portion of the damages caused by the proven active negligence of RDG or its owners, officers, employees.

(b) Indemnification by Client. Client agrees indemnify RDG for actual damages for which RDG becomes liable to the extent the damage upon which RDG's liability is based was caused by proven active negligence of Client or its owners, officers, employees, sub consultants, subcontractors or

other agents. Client does not agree to defend RDG. However, if RDG is determined to be liable for damage caused by the proven active negligence of Client or its owners, officers, employees, sub consultants, subcontractors or other agents, Client agrees to reimburse RDG for the reasonable value of defense costs incurred by RDG to defend against that portion of the damages caused by the proven active negligence of Client or its owners, officers, employees, sub consultants, subcontractors or other agents.

2.2. Environmental Indemnity: Client agrees to defend, indemnify and hold harmless RDG, its officers, agents and employees and sub consultants from and against all claims arising from or related to the prevention, treatment, storage, containment or removal of hazardous or waste materials from the Project, except to the extent that any such claim was caused by the active negligence of RDG or its owners, officers, employees or sub consultants.

2.3. Standard of Practice: Services performed by RDG under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations expressed or implied and no other warranty or guarantee is included or intended in this Agreement. All warranties, express or implied, including, but not limited to, any implied warranty of habitability, are hereby expressly disclaimed and waived.

2.4. Waiver of Consequential Damages: In no event shall RDG or its owners, officers, employees, or sub consultants of any tier be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, including but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

2.5. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and RDG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, RDG's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed three times the consulting fees for the project or \$100,000.00, whichever is greater. Such causes include but are not limited to, RDG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

ARTICLE 3. TERMINATION, SUSPENSION OR ABANDONMENT:

3.1. Termination. This Agreement may be terminated by either party upon not less than seven days' written notice via certified method of transmission, should the other party fail to perform its material obligations hereunder. In the event of termination, the Client shall pay RDG for all undisputed, reasonable and necessary services rendered to the date of termination, and all reasonable and necessary Reimbursable Expenses. Failure of the Client to make payments to RDG in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due RDG for services and expenses, RDG may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless RDG receives payment in full within seven days of the date of the notice, the suspension shall take effect without further notice.

In the event of a suspension of services, RDG shall have no liability to the Client or Owner for delay or damage caused the Client or Owner because of such suspension of services.

ARTICLE 4. USE OF PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:

4.1. The Drawings, Specifications and other documents prepared by RDG for this Project are instruments of the RDG's service for use solely with respect to this Project and, unless otherwise provided, RDG shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of RDG's Drawings, Specifications and other documents for information and reference in connection with the Client's use and occupancy of the Project. RDG's Drawings, Specifications or other documents shall not be used by the Client or Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to RDG.

ARTICLE 5. MISCELLANEOUS PROVISIONS:

5.1. This Agreement shall be governed by California law.

5.2. Unless otherwise provided in this Agreement, RDG and RDG's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, as well as any mold, fungus or other similar substances.

5.3. RDG shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among RDG's promotional and professional materials. RDG's materials shall not include the Client's or Owner's confidential or proprietary information if the Client or Owner has previously advised RDG in writing of the specific information considered by the Client or Owner to be confidential or proprietary. The Client and Owner shall provide professional credit for RDG on the construction sign and in the promotional materials for the Project.

5.4. **Modification, Waiver, and Amendment:** Any modification, waiver or amendment of any of the provisions of this Agreement must be in writing and signed by both the Client and RDG.

5.5. **Severability:** If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

5.6. **Authority:** The undersigned represents and warrants that he or she has full power and authority to enter into this Agreement and to bind RDG and the Client in accordance with its terms.

5.7. **Counterparts:** This Agreement may be executed in counterparts, via scan or facsimile, and all of which will be deemed to have the same force and effect as if executed in one complete document and as the one and only original.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above.

KERN VALLEY HEALTHCARE DISTRICT

Authorized Agent for KVHD Date

RADIAN DESIGN GROUP, INC.

 

Mark Russell, AIA, Principal Date
California Architect C-13726

RESOLUTION NO. 25-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
KERN VALLEY HEALTHCARE DISTRICT
DECLARING CERTAIN PROPERTY SURPLUS TO
THE NEEDS OF THE DISTRICT AND AUTHORIZING
DISPOSITION OF THE PROPERTY**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF KERN VALLEY
HEALTHCARE DISTRICT** as follows:

1. Purpose.

This resolution declares certain property surplus to the needs of the District and authorizes the Chief Executive Officer to dispose of such property.

2. Disposition of Property.

The Board finds and declares:

(a) The Board of Directors hereby finds and declares the property identified in Exhibit 1 attached hereto, and incorporated herein by reference, (the “Surplus Property”) to be surplus property and no longer suitable to the District’s needs.

(b) The District’s Chief Executive Officer is directed to dispose of the Surplus Property in a manner in the best interests of the District.

(c) The Chief Executive Officer is authorized to determine which offer to acquire the Surplus Property is in the best interests of the District.

(d) If no offers are received the Chief Executive Officer is authorized to dispose of the Surplus Property in a manner that is in the best interests of the District and in accordance with law.

(e) The District’s Chief Executive Officer shall report the results of the disposal of the property to the Board of Directors.

PASSED, APPROVED AND ADOPTED on September 23, 2025.

John Blythe, President

ATTEST:

Ross Elliott, Secretary

EXHIBIT 1

DESCRIPTION OF SURPLUS PROPERTY

Gurney and Hospital Beds

- 1 - Emergency Room Gurney – Hillrom Serial # F223AN0336
Frame broken and lifting rams bad, repairs are more than the gurney is worth.
Purchased in 2004 for \$5,069.68
- 2 – Hillrom 840 Bed Serial # 12R2651998 Parts no longer available, bed replaced with a new Umano bed.
- 3 - Hillrom 840 Bed Serial # 023A58 Parts no longer available, bed replaced with a new Umano bed.
- 4 - Hillrom 840 Bed Serial # 026588 Parts no longer available, bed replaced with a new Umano bed.
- 5 - Hillrom 840 Bed Serial # 023A57 Parts no longer available, bed replaced with a new Umano bed.
- 6 - Hillrom 840 Bed Serial # 11R3101998 Parts no longer available, bed replaced with a new Umano bed.
- 7 - Hillrom 840 Bed Serial # 12R2741998 Parts no longer available, bed replaced with a new Umano bed.
- 8 - Hillrom 840 Bed Serial # 023A56 Parts no longer available, bed replaced with a new Umano bed.
- 9 - Hillrom 840 Bed Serial # 12R2681998 Parts no longer available, bed replaced with a new Umano bed.
- 10 - Hillrom 840 Bed Serial # 894-66C18 Parts no longer available, bed replaced with a new Umano bed.

The 840 Hillrom beds were \$2,377.00 and purchased between 1995 and 1999. Important parts for repairs have been removed from the above beds to facilitate repairs on the 48 HillRom beds that are still in service.