

LINDSAY LOCAL HOSPITAL DISTRICT  
BOARD OF DIRECTORS  
AGENDA

Hospital District Boardroom  
831B N. Sequoia Ave.  
Lindsay, CA 93247

Special Meeting:  
August 8, 2017  
5:30PM

1. OPEN SESSION
  - a. Call to Order
  - b. Flag Salute
2. ROLL CALL  
(Recognition of Quorum)
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT  
Pursuant to Cal.Gov.Code §54954.3, members of the public will be afforded an opportunity to address the Board on any matter within the jurisdiction of the District at the beginning of the session or before the Board's consideration of an agenda item regarding that item. Comments are limited to 3 minutes per person, unless otherwise indicated by the Board Chairperson, with a maximum of 30 minutes for public comments.
5. ACTION ITEMS
  - a. Consideration/Approval Remodel – Engineering Service Agreement
  - b. Consideration/Approval on Amendment to Minutes from 4/18/17 – bank account information
  - c. Consideration/Approval for Pest Control services
6. ADJOURN

NOTES:

1. If documents are distributed to board members concerning an agenda item within 72 hours of a board meeting, said documents will be made available for public inspection at the same time at the District Office located at 860 N Sequoia Avenue within regular work hours.
2. If a disability-related modification or accommodation is requested, please contact the District A at 559-333-4456
3. Agenda posted for public information on 08/03/2017 at City Hall bulletin board (251 E. Honore Lindsay, CA 93247) and Lindsay Wellness Center (860 N. Sequoia Ave., Lindsay, CA



## PROFESSIONAL STRUCTURAL ENGINEERING SERVICES AGREEMENT

### 1. PROJECT SCOPE OF WORK

- a. Project Name: Lindsay Health Clinic ADA TI
- b. Project Location: 831a Road 214, Lindsay, AC 93247
  - i. Latitude = 35°12'46.97" N (36.213046)
  - ii. Longitude = 119°5'46.9" W (-119.096361)
- c. MSE will provide Architectural and Structural services for an ADA upgrade of two restrooms in an office at the Lindsay Health Clinic complex. MSE's scope consists of providing ADA compliant restroom layouts and verifying any changes to interior walls are structurally feasible. The Consultant's services will consist of the following:

### 2. ROLE OF ENGINEER

- a. Prime Design Professional

### 3. SCOPE OF SERVICES (Estimated Fees Included)

- a. Survey of as-built conditions: **(\$840)**
  - i. One (1) site visit to project location
  - ii. Survey and measurement of existing interior spaces (831a)
- b. Construction Documents:
  - i. Structural Services: **(\$1,120)**
    1. Determine if interior walls in 831a provide bearing support for roof trusses.
      - a. Design Info: existing pre-manufactured wood roof trusses at 24" o.c.
      - b. For the purposes of this proposal, we assume the wall is non-bearing and able to be moved without structural modification.
        - i. If the wall is determined to be a bearing and/or shear wall, this will be communicated to the Client and no further work will be done. Modification of the trusses or developing replacement bearing support system (e.g. post and beam) is outside this scope of work.
      - c. Attempt determination based on visual observation of roof truss configuration and interface of existing wall to bottom of truss.
      - d. Where visual observation is inconclusive, recommend testing thickness of concrete next to wall for presence of thickened slab or footing.
    2. Project Management
  - ii. Architectural Services: **(\$3,360)**
    1. Develop ADA compliant bathroom floor plans (two in 831a)
    2. Project Management
    3. Drawings:
      - a. Cover Sheet
      - b. Existing/Demo Floor Plan
      - c. New Floor Plan
      - d. Reflected Ceiling Plan
      - e. Interior Elevations
      - f. Finish and Door Schedules
      - g. Details (assumes generic framing and non-rated finishes)
      - h. Sheet Specifications





DATE: 6/26/2017  
PROJECT NO.: 17-0568  
PROJECT: Lindsay Health Clinic ADA TI  
CLIENT: Lindsay Hospital District  
CLIENT CONTACT: Merced Doria  
Page 3 of 5

## CONTRACT TERMS AND CONDITIONS

This Agreement is entered into this 26<sup>th</sup> day of June, 2017, between Lindsay Hospital District, 860 North Sequoia, Lindsay, CA 93247 (hereinafter called Client) and Moreno Structural Engineering, Inc. (Structural Engineering License #4940), 5351 Olive Dr. #100, Bakersfield, CA 93308) (hereinafter called MSE or Consultant) for the purpose of providing Client with Consultant's Professional Services.

### ARTICLE 1. CONSULTANT'S SERVICES AND CLIENT'S RESPONSIBILITIES

- 1.1 **Consultant's Services:** Consultant will be obligated to provide such services as are described in the above Professional Structural Engineering Services Agreement (PSA). Client may also include a Professional Services Contract if mutually agreed to in writing by MSE. If mutually agreed to in writing by the Client and the Consultant, Additional Services shall be provided by the Consultant. These Additional Services are not included as part of the original agreement and shall be paid for by the Client in addition to payment for the primary contractual services based on the Hourly Rate Schedule or an agreed upon lump sum as agreed to in the Additional Services.
- 1.2 **Client's Responsibilities:** The Client shall provide complete, accurate and timely information regarding requirements for the project and shall designate by name a project representative authorized to act on the client's behalf. The Client shall examine documents or other instruments of service submitted by Consultant and shall render any decisions necessary promptly in order to avoid unreasonable delay. Client agrees to be bound by all the payment provisions as are described in Article 2.

### ARTICLE 2. BILLING AND PAYMENT TERMS

- 2.1 **Compensation:** For MSE'S performance of the Services, the Client agrees to pay MSE in accordance with the fee schedule listed in the PSA or per the attached MSE Rate Schedule. Any and 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 the fee schedule.
- 2.2 **Payment Due:** Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- 2.3 **Interest:** If payment in full is not received by the Consultant within sixty (60) calendar days of the due date, invoices shall bear a late payment FINANCE CHARGE computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% (or the maximum rate allowable by law, whichever is less) of the UNPAID BALANCE amount per month, which shall be calculated commencing sixty (60) days after the date of the original invoice.
- 2.4 **Collection Costs:** If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.
- 2.5 **Suspension of Services:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon seven (7) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services within three (3) days under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.
- 2.6 **Termination of Services:** If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant upon seven (7) calendar days' notice to the client. MSE may terminate the performance of the service, 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 MSE or obligation to the Client.

### ARTICLE 3. INDEMNIFICATION, WARRANTIES, AND LIMITATION OF LIABILITY

- 3.1 **Indemnification:** Client shall indemnify, and hold harmless MSE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent arising out of or relating to the sole or contributory negligence, breach of contract and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except MSE), or anyone for whose acts any of them may be liable.
- 3.2 **Standard of Care:** Services performed by MSE 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.
- 3.3 **Waiver of Consequential Damages.** In no event shall MSE or its owners, officers, employees, or subconsultants 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.

- 3.4 **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and MSE, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Client agrees to limit MSE's liability to the Client, including employees, agencies, and subconsultants, on the project due to professional negligence, acts, errors or omissions of Consultant to the sum of \$50,000 or Consultant's fees, whichever is greater.

#### **ARTICLE 4. MEDIATION**

- 4.1 **Mediation:** All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or a breach thereof, shall be submitted to non-binding mediation under the rules of the American Arbitration Association, or to a mediator agreed upon by the parties, prior to initiation of any further dispute resolution unless the parties mutually agree otherwise. The costs of said mediation shall be split equally between the parties. This agreement to mediate, any agreement to mediate with any additional person or persons duly consented to be the parties to this agreement, or any claims or actions to enforce any provision of this agreement, shall be specifically enforceable and interpreted under the prevailing law of the State of California, and in the Courts of the County of Tulare OR Fresno, California.

#### **ARTICLE 5. TERMINATION OF AGREEMENT**

- 5.1 **Termination:** This Agreement may be terminated by either party upon not less than seven (7) 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 MSE 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 MSE in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due MSE for services and expenses, MSE may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless MSE receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, MSE 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 6. USE OF PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

- 6.1 **Use of Professional's Documents:** The Drawings, Specifications and other documents prepared by MSE for this Project are instruments of MSE's service for use solely with respect to this Project and, unless otherwise provided, MSE 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 MSE's Drawings, Specifications and other documents for information and reference in connection with the Client's use and occupancy of the Project. MSE'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 MSE. The Client agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Consultant. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Consultant or from any reuse of the drawings and data without the prior written consent of the Consultant. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

#### **ARTICLE 7. MISCELLANEOUS PROVISIONS**

- 7.1 **Applicable Law:** Unless otherwise provided, this Agreement shall be governed by California law.
- 7.2 **MSE Corporate Responsibility:** It is intended by the parties to this Agreement that MSE's services in connection with the Project shall not subject MSE's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MSE, a California state corporation, and not against any of MSE's individual employees, officers or directors.
- 7.3 **Acts of God:** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lock-outs, accidents or other events or conditions beyond the other party's control.
- 7.4 **Hazardous Materials:** Unless otherwise provided in this Agreement, MSE and MSE'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.

- 7.5 **General Contractor Responsibilities:** Neither the professional activities of the Consultant, nor the presence of the Consultant or his or her employees and subconsultants at a construction/project site, shall relieve the General Contractor of his or her obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and his or her personnel have no authority to exercise any control over any construction contractor or his or her employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety. The Client shall require the Contractor to indemnify, defend, and hold the Client and Consultant harmless from any claim or liability for injury or loss arising from Client or Consultant's alleged failure to exercise site safety responsibility, excepting only liability caused by the sole negligence or willful misconduct of the indemnitee. The Client shall require the Contractor to make the Client and Consultant additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be the primary protection for the Client and the Consultant. Contractor will require all subcontractors to conform with this provision before they start any work.
- 7.6 **Promotional Materials:** MSE shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among MSE's promotional and professional materials. MSE's materials shall not include the Client's or Owner's confidential or proprietary information if the Client or Owner has previously advised MSE 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 MSE on the construction sign and in the promotional materials for the Project.
- 7.7 **Client Furnished Information:** It is the Client's responsibility to provide MSE with correct project information, including but not limited to legal description, existing building documents, and geotechnical reports. The Client agrees that MSE may rely upon all information, of whatever type, furnished to it by the Client, or by those retained by or acting for the client. At a minimum, site information shall be provided by a licensed Professional Land Surveyor and soils reports prepared by a licensed Geotechnical Engineer.
- 7.8 **Betterment:** If, due to the Consultant's error, any required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- 7.9 **Partnerships and Joint Ventures:** This PSA and any applicable agreed to Professional Services Contract provided by Client constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- 7.10 **Successors and Assigns:** The Client and Consultant each bind themselves, their successors and assigns to the agreement. Neither Client nor Consultant shall assign or transfer its interests in this agreement without the prior written consent of the other.
- 7.11 **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
- 7.12 **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 MSE.
- 7.13 **Severability:** In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 7.14 **Authority:** The undersigned represents and warrants that he or she has full power and authority to enter into this Agreement and to bind MSE and the Client in accordance with its terms.
- 7.15 **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.

# MORENO

STRUCTURAL ENGINEERING

## MSE RATE SCHEDULE

*revised January 1, 2017*

### STRUCTURAL ENGINEERING

Principal Structural Engineer	\$140.00/hr
Associate Principal / Senior Structural Engineer	\$140.00/hr
Senior Technical Designer (Revit/CAD Drafting)	\$140.00/hr

### REIMBURSABLE ITEMS

Mileage	53.5 cents per mile
Breakfast	\$11.00
Lunch	\$12.00
Dinner	\$23.00
Lodging	\$189.00 (per night, plus tax)
Prints (8 1/2" x 11")	\$0.20/sheet
Prints (11" x 17")	\$0.20/sheet
Prints (24" x 36")	\$1.50/sheet
Prints (30" x 42")	\$2.50/sheet
Other Direct Costs	Cost + 10%

LINDSAY LOCAL HOSPITAL DISTRICT  
BOARD OF DIRECTORS  
MINUTES

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Regular Meeting:

April 18, 2017  
5:30PM

Hospital District Boardroom  
831B N. Sequoia Ave.  
Lindsay, CA 93247

1. OPEN SESSION

- a. The meeting was called to Order by President McQueen at 5:30 PM
- b. Flag Salute was let by Director Loftin

2. ROLL CALL

Directors: Cindy Baker, Greg McQueen, Rick Loftin, Ivet Soria, and Theresa Hurtado. A quorum is recognized.

3. APPROVAL OF AGENDA

Motion to approve agenda:

Motion: Director Baker

Second: Director Loftin

Vote: Unanimous (motion approved)

4. PUBLIC COMMENT

Mr. Dave Garrett Director of Outpatient Health Services for Kaweah Delta Health Care District. Mr. Garrett indicated to the Board the Health Care District's commitment to rural health care services and their interest in establishing a facility in Lindsay. Vicky Gutierrez, Lindsay Unified School District Nurse was before the board to thank them for their donation of the SPOT vision screener. With this donation, they have been able to screen approximately 1815 learners with 260 of those referred for further evaluation. She gave a brief demonstration of the SPOT vision screener.

5. CONSENT CALENDAR

No discussion from the Board.

Motion to approve consent calendar:

Motion: Director Baker

Second: Director Hurtado

Vote: Unanimous (motion approved)

6. REPORT(S) & INFORMATION

- a. Correspondence – Director Hurtado reminded the board of the upcoming joint meeting with the City Council on May 9, 2017.
- b. Rental Report – President McQueen reported a net profit on the rentals of \$4,943.00.
- c. Measure O Presentation – Adriana Nave gave a summary of the proposed ballot measure to increase the Lindsay sales tax rate by 1%. They are seeking community support for this increase.
- d. Remodel Project Update – A proposal will be submitted to the Board for their review and/or approval.
- e. Lindsay City Manager – No report
- f. Wellness Center Update – Mr. Clint Ashcraft gave a summary of what is happening at the Wellness Center. He reported that GUM had completed its third session. It was also reported their will be Health Fair on November 4, 2017 in the City Park. They are establishing a community garden to be located in El Rancho northeast of



Lindsay. They are working on the Wellness Center Budget and it will include the cost of a new pool cover. Public swimming will begin on June 12, 2017 – Monday & Wednesday 8-10. Cost for swimming will be \$2.00 for Lindsay Residents and \$4.00 for others. Concessions at the pool will be taken over by the Kiwanis Club.

- g. ADA Compliance Project Update – Still waiting on certification of project.

7. ACTION ITEMS

- a. Consideration/Approval of signage funding & design proposal – Nothing to Report.
- b. Rental proposal for approval/review – Nothing to Report
- c. ADA Compliance Project approval/review. Tabled No Action.
- d. Consideration/Approval of logo – Director Soria presented to the board several proposed logos for the district. Logo #1 was selected and approved.

Motion: Director Baker

Second: Director McQueen

Vote: Unanimous (motion approved)

- e. Change Authorized Signers Bank of Sierra – Director Rachel Hill Removed as signer. President McQueen and Treasurer Baker are authorized to sign checks for the District. Director Rick Loftin added as additional authorized signer.

Motion: Director Baker

Second: Director McQueen

Vote: Unanimous (motion approved)

8. ADJOURN OPEN SESSION – The President closed the regular session at 6:32 pm.

9. CONVENE CLOSED SESSION – The Board convened into closed session at 6:33 pm.

For the purpose to meet with its negotiator to negotiate terms of rental for 845 N. Sequoia Avenue to interested parties, Per California Government Code §54956.8.

10. RECONVENE OPEN SESSION – The Board reconvened back into open session at 6:49 pm.

11. LEGAL COUNSEL REPORT – There was no report.

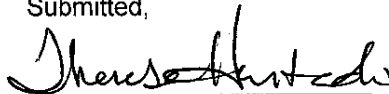
12. ADJOURN – The meeting was adjourned at 6:51 pm by the following vote:

Motion: Director Baker

Second: Director Soria

Vote: Unanimous (motion approved)

Submitted,



Theresa Hurtado

Secretary

LUECKE FLOOR COVERING  
 216 SOUTH C STREET  
 EXETER, CA 93221

# Estimate

Date	Estimate #
8/8/2017	1217

CONTRACTOR LICENSE  
 #735853  
 DIR #1000004485

Name / Address
Lindsay Hospital Offices 831 Sequoia Lindsay CA 93247

Project
Lindsay Hospital 83...

Item	Description	Total
LVT	To remove existing flooring, prep, and install Mannington Spacia LVT:	9,282.00
<p>No demolition unless noted above. Minor filling of cracks and small joints only. Any grinding or filling beyond standard prep will be billed on a time and material basis. No cleaning, waxing, or protection of installed floors. Estimate or bids void after 30 days. Luecke Floor Covering does not accept any responsibility for any damage whatsoever after installation of floor covering caused by, but not limited to, moisture or alkali, movement of furniture, equipment, or appliances that may damage installed floors.</p>		
<b>Total</b>		\$9,282.00

Phone #	Fax #	E-mail
559-592-2815	559-592-1661	ann.luecke@gmail.com

# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

Tim Collins Electrical  
17470 Charter OAK Drive  
Visalia, CA. 93292

Lic# 843761  
Ph# 559-553-5846

Proposal Submitted To: <u>Lindsay Local Hospital</u>	Job Name: <u>Lighting &amp; Electrical</u>	Job #
Address: <u>District</u>	Job Location: <u>831 A Sequoia</u>	
	Date: <u>8-8-2017</u>	Date of Plans: <u>N/A</u>
Phone #	Fax #	Architect

We hereby submit specifications and estimates for:

Removing Old existing Fluorescent fixtures and Any broken or damaged Plugs and switches.  
Run Power for all New Recessed lighting at a total of 37 fixtures  
Rewire New Bathroom as per code compliance.  
Add two owner provided ceiling fans in Lobby.  
Also responsible for Necessary Emergency Exits with Emergency light Combination.

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ 11,700.<sup>00</sup> Eleven thousand Seven Hundred Dollars and <sup>00</sup>/<sub>100</sub> Dollars

with payments to be made as follows: 65% on Rough Remainder on finish

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted 8-8-2017

Note — this proposal may be withdrawn by us if not accepted within 3 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature Tim J Collins

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

Optimum Plumbing Inc  
 3843 E Harvard ave  
 Visalia, CA 93292

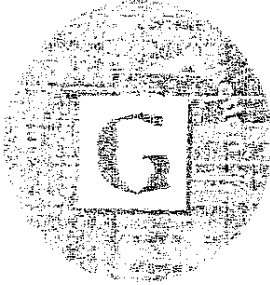
# Proposal

Proposal Date: 8/4/2017  
 Proposal #: 70  
 Project:

**Bill To:**

Lindsay Hospital Board  
 831 Sequoia Ave  
 Lindsay, Ca 93247

Description	Est. Hours/Qty.	Rate	Total
Lindsay Hospital 831 Sequoia Ave Lindsay, Ca 93247		0.00	0.00
Scope of Work: Remodel existing restroom to meet ADA requirements.			
<ul style="list-style-type: none"> <li>-Remove existing fixtures and dispose.</li> <li>-Saw cut, demo, remove and replace concrete.</li> <li>-Reroute underslab plumbing to meet new restroom layout.</li> <li>- Provide and install new plumbing fixtures per plan.</li> <li>- Install restroom accessories; handicap grab bars, restroom mirrors, and toilet paper dispenser</li> </ul>		13,349.65	13,349.65
<b>EXCLUSIONS:</b> All framing and blocking. All testing and permit fees. Electrical, HVAC, and Fire Sprinklers. Any Gas or condensate Piping			
<b>Terms:</b> Estimate valid for 60 days. Retention money shall not be held longer than 30 days upon completion of project. All invoices submitted shall be paid within 30 days of nearest billing date.			
Thank you for your business.		<b>Total</b>	<b>\$13,349.65</b>



## George Toste Construction

P.O. Box 176, Exeter, California 93221

Phone: (559) 592-9672 Fax: (559) 592-9673

License #560253

DIR Registration #1000007506

Union Affiliate

Date: August 7, 2017

Attention: Lindsay Local Hospital Board

Sender: George Toste

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Job: 835-A I.I.

Scope:

Supply material and labor tax included as follows:

- Demo walls as indicated on drawings
- Frame new 2x4 walls as shown
- Infill existing opening at reception
- Insulate wall with R-13 insulation
- Install (2) 3-0 X 6-8 X 1 3/8 solid  
Core wood doors, with (1) each PHG ESCORT privacy lever lock

Total: \$9,614.00

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The following are general exclusions unless otherwise noted: Removal of any hazardous materials, storage of materials not supplied by George Toste Construction prior to installation, protection of materials after the installation, caulking, access doors other than specifically noted. Roll up doors, doors marked as by metal building manufacturer, parking lot and street signs, monument signs, welding, bondo, patch work, painting, bituminous coating, grouting, concrete coring, backing, insulation, offloading of materials not supplied by George Toste Construction, gate hardware, installation of hardware in aluminum store front, installation of glass, any electrical or mechanical work, permits, and permit fees, inspections, recertification of fire rated doors. Any item not specifically included is therefore excluded.

Bondable at an additional 3.0 percent

Note:

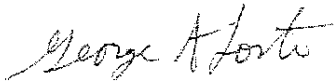
- George Toste Construction will require a copy of approved plans and submittals prior to start of work.
  - This proposal will become part of the contract.
  - If awarded the doors, frames, and hardware, George Toste Construction will accept any or all of the miscellaneous finishes noted on this proposal.
  - When applicable GTC will bond dimpled frames and fasteners.
  - George Toste Construction carries the following insurance limited:
    - General Liability - \$1,000,000.00
    - General Aggregate - \$2,000,000.00
    - Automobile - \$1,000,000.00
    - Workers Compensation - \$1,000,000.00
    - Products- Completed Operations Aggregate - \$2,000,000
- 

Any additional insurance requirements will be at an additional cost.

- George Toste Construction has the right to withdraw this proposal if not accepted within 60 days of above date

If you have any questions regarding this bid, please contact George Toste at 559-804-0542.

Sincerely,



George A. Toste  
George Toste Construction

**VISALIA CERAMIC TILE, INC.**

917 North American Street  
Visalia, CA 93291

Phone: (559) 651-2925

Fax: (559) 651-2982

Contractor License # 481599 (C-54)

DIR Registration #1000000896

**VCT Estimator: Ron Mendes 559-804-7293**

**PROPOSAL / FACSIMILE**

M/W/DBE - Certificate #27612 100% qualification

SBE - Certificate #28197 100% qualification

DVBE Supplier Option- Tier 2 meets qualification

Bonding Capacity over \$5,000,000.

**THIS BID MAY HELP TO ACHIEVE YOUR DVBE GOAL - CALL US**

Date of Bid: August 4, 2017 Time:ASAP

To: Lindsay Hospital Board

Visalia Ceramic Tile, INC is responding to the "Request for Bids" on the:

Attention: Merced

Project: Lindsay Hospital Board Suite 831A

Phone: 333-5633

Location: Lindsay, California

Fax: 562-1757

Email: mdoria@lindsay.k12.ca.us

Section number(s) Per Job Walk - Ceramic Tile

hereby proposes to furnish all labor, materials, taxes and license, FOB jobsite.

This price is to cover all expenses incurred in performing the work in sections noted above and/or as follows:

Thin Set Method

Tile Floor & Base

Red Guard Floor

Tile - 2X2 D325

Base - 2X2 D109

**Exclusions are as follows:**

Bonds,

BASE BID: \$ 5,347.00

Add P&P bonds for: \$250.00

**Description of Additive / Deductive / Options**

OPTION NO. 1: \_\_\_\_\_

OPTION NO. 2: \_\_\_\_\_

OPTION NO. 3: \_\_\_\_\_

**Addenda's Noted in bid:** \_\_\_\_\_

This bid shall be good for 45 days after bid date above. Subcontract Agreement to 5% Retention

This bid excludes payment and performance bonds, bonds purchased for \$250.00

Visalia Ceramic Tile will not be liable for drains plugged caused by negligence of others.

Costs of websites for this project and hard copies of plans and specifications excluded.

ACCEPTANCE OF PROPOSAL & acknowledgment of Exhibit A attached -

Visalia Ceramic Tile, INC is authorized to do the work as specified and all the terms in "Exhibit A" attached.

Person below has full authority to sign on behalf of responsible party requesting work.

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

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

\_\_\_\_\_  
Date



**JACK ELAM & SONS PAINTING & WALLCOVERING**  
AN AMERICAN BUSINESS SINCE 1948 SERVING CALIFORNIA  
CALIFORNIA LICENSE 292375

**Attn. Mercedes**

**Lindsay Hospital Board** From: **Jack Elam**

**Tel: (559) 562-8395**  
**Fax: (559) 562-1757**

**Date: 07/28/2017**

**Project: Office Renovation @ Sequoia**  
**Lindsay, CA**

**We propose to furnish all labor , equipment, materials; insurance and applicable tax to prep & paint the interior of the above office for the amount of \$8950.00**


**Alternate Bid to paint previously painted cabinet: (add)\$400.00**

**Bid is inclusive as follows:**

- \*Remove wallpaper**
- \*Seal all new textured walls**
- \*Paint all walls, ceilings, doors & door jambs & clean up**

**Thank you for the opportunity to bid your project.**

**Respectfully**  
**Jack Elam**



P.O. BOX 1088  
EXETER, CALIFORNIA 93221  
(559) 592-4934  
(559) 592-4938 FAX

elamsons@exede.net