

December 29 2021 Special Board Meeting

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Agenda December 29, 2021 Special Board Meeting

Special Board Meeting Agenda 2

Approval of the Northern Inyo Healthcare District Operating Room Flooring Replacement Budget

OR Flooring Replacement- Submission Form 3
McCrary's ConsensusDoc 4
OR Flooring Cost Spreadsheet 26
Keckler Equipment Move Quote 27
Nora Flooring Quote 28

NOTICE

NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS SPECIAL MEETING

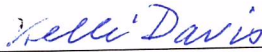
December 29, 2021 at 6:00 pm

Northern Inyo Healthcare District invites you to join this Zoom meeting. Please be advised that the NIHD Board Room will be closed for this meeting. Public comments can be made via
zoom:

TO CONNECT VIA ZOOM: (A link is also available on the NIHD Website)
<https://zoom.us/j/213497015?pwd=TDIiWXRuWjE4T1Y2YVFWbnF2aGk5UT09>
Meeting ID: 213 497 015
Password: 608092

PHONE CONNECTION:
888 475 4499 US Toll-free
877 853 5257 US Toll-free
Meeting ID: 213 497 015

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1. Call to Order (at 6:00 pm).
 2. **Public Comment:** At this time, members of the audience may speak only on items listed on the Notice for this meeting, and speakers will be limited to a maximum of three minutes each. The Board is prohibited from generally discussing or taking action on items not included on this Notice.
 3. Approval of the Northern Inyo Healthcare District Operating Room Flooring Replacement budget. (Board will consider approving the costs associated with this project)
 4. Adjournment.


Kelli Davis, Chief Executive Officer

In compliance with the Americans with Disabilities Act, if you require special accommodations to participate in a District Board meeting, please contact administration at (760) 873-2838 at least 48 hours prior to the meeting.

**NORTHERN INYO HEALTHCARE DISTRICT
RECOMMENDATION TO THE BOARD OF DIRECTORS
FOR ACTION**

Date: 12/27/2021

Title: **APPROVAL OF THE OR FLOORING REPLACEMENT**

Synopsis: We recommend approval of the cost of the project to replace the OR flooring.

We recommend that the Board of Directors consider the approval of the contract for replacement the OR and PACU vendors flooring. We are anticipating this work to start in early January 2022. The old flooring has been an increasing potential safety issue since shortly after the 2012 building opened.

Prepared by: Scott Hooker
Director of Facilities

Reviewed by: Patty Dickson
Compliance Officer, 12/27/2021

Approved by: *Kelli Davis*
Kelli Davis
Chief Executive Officer



ConsensusDocs® 205
STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTOR
(Lump Sum Price)



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CONTENT SECURE ID: 9B403BB8-C75E

ConsensusDocs® 205

**STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND
CONSTRUCTOR
(Lump Sum Price)**

Job Number: CWO 1017

Account Code: 09-60-000

This Agreement is made this 17th day of December, 2021 by and between

OWNER, Northern Inyo Healthcare District, 150 Pioneer, Bishop, CA 93514

and

CONSTRUCTOR, McCrory's Floor Service, 562 University Avenue, San Jose, CA 95110

Tax identification number (TIN) 46-4684573. Contractor License No., if applicable 989636

Owner and Constructor are collectively the "Parties."

PROJECT: Northern Inyo Healthcare District – OR Flooring Replacement

Design Professional: N/A

ARTICLE 1 THE WORK

THE WORK Constructor shall use its diligent efforts to perform the "Work," as described in Exhibit A, in an expeditious manner consistent with the Contract Documents. Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents.

ARTICLE 2 PRICE

PRICE As full compensation for performance by Constructor of the Work, Owner shall pay Constructor the lump sum price of Nine Hundred Ninety-Five Thousand dollars & No Cents (\$995,000.00). The lump sum price, "Contract Price," is subject to adjustment as provided in this Agreement.

ARTICLE 3 EXHIBITS

EXHIBITS The following attached exhibits are made part of this Agreement:

- (a) Exhibit A: The Work, McCrory's Floor Service 10/21/21 Quote. (2-pages)
- (b) Exhibit B: Existing Contract Documents. Plans (2-pages)
- (c) Exhibit C: Schedule (1-page) Exhibit D: Owner provided Material list (1-page)

ARTICLE 4 ETHICS

ETHICS Each Party shall perform their obligations with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts that arise; and (c) warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, suppliers, or others to secure preferential treatment.



ARTICLE 5 CONSTRUCTOR'S RESPONSIBILITIES

5.1 CONSTRUCTOR'S RESPONSIBILITIES Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

5.1.1 Except for permits and fees that are the responsibility of Owner pursuant to this Agreement, Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

5.1.2 Constructor shall pay all applicable taxes for the Work provided by Constructor.

5.1.3 Owner may elect to perform work at the Worksite directly or by others retained by Owner. The Parties shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. Contract Price and Contract Time may be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.1.4 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Constructor; and any visible conditions at the Worksite affecting the Work.

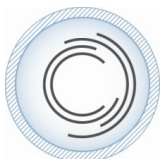
5.1.5 COMPLIANCE WITH LAWS Constructor shall comply with all laws at its own costs. Constructor shall be liable to Owner for all loss, cost, or expense, attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.

5.1.6 WARRANTY

5.1.6.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Constructor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.

5.1.6.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.1.7 SAFETY Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment



stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

5.1.8 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

5.1.9 MATERIALS BROUGHT TO THE WORKSITE Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.1.10 SUBMITTALS Constructor shall submit to Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required by §6.1.5. Constructor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Documents. Constructor shall prepare and deliver its submittals to Owner and Design Professional in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Owner nor Design Professional shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Constructor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

5.1.11 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Constructor shall stop Work and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

5.1.12 CUTTING, FITTING, AND PATCHING Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.



5.1.13 CLEANING UP Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 OWNER'S RESPONSIBILITIES Any information or services to be provided by Owner shall be provided in a timely manner.

6.1.1 FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified prior to any material change in Project financing.

6.1.2 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:

6.1.2.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports, and investigations;

6.1.2.2 tests, inspections, and other reports dealing with environmental matters, hazardous material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law;

6.1.2.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

6.1.3 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

6.1.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those required of Constructor pursuant to this Agreement, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.1.5 DOCUMENTS IN ELECTRONIC FORM If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Constructor shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum.



ARTICLE 7 SUBCONTRACTS

SUBCONTRACTS Constructor agrees to bind every subcontractor and supplier (and require every subcontractor to so bind its subcontractors and suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and supplier's portions of the Work.

ARTICLE 8 CONTRACT TIME

8.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date on page one, unless otherwise set forth below: [____].

8.2 TIME Substantial Completion of the Work shall be achieved per Exhibit C – Schedule.

8.2.1 Liquidated Damages will be assessed at \$1,000.00 per day for each Phase as outlined in the Construction Schedule.

8.2.2 An incentive of \$75,000.00 will be granted if all scope is completed 1 week before the completion dated noted on construction schedule (Exhibit C).

ARTICLE 9 SCHEDULE OF THE WORK

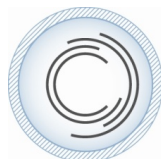
9.1 SCHEDULE OF THE WORK Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

9.1.1 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. If Constructor subsequently incurs costs or is delayed, Constructor may seek equitable adjustment in the Contract Price and Contract Time under this Agreement.

ARTICLE 10 DELAYS AND EXTENSIONS OF TIME

10.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or others; (b) changes in the Work or the sequencing of the Work ordered by Owner or arising from an Owner decision that impacts Contract Time; (c) encountering Hazardous Materials, or concealed and unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism, (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 12.

10.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) in §10.1, Constructor may be entitled to an equitable adjustment in the Contract Price subject to ARTICLE 12



10.3 In the event delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Constructor shall give Owner written notice of the claim. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs, subject to ARTICLE 17.

ARTICLE 11 ALLOWANCES

11.1 ALLOWANCES N/A

ARTICLE 12 CHANGES

12.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

12.2 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Constructor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

12.3 INTERIM DIRECTIVES

12.3.1 Owner may issue a written Interim Directive directing a change in the Work before agreeing on an adjustment to the Contract Price or the Contract Time, or directing Constructor to perform Work that Owner believes is not a change.

12.3.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed work is performed, Constructor shall submit its costs for such work with its application for payment. If there is a dispute as to the cost of the Work, Owner shall pay Constructor fifty percent (50%) of its actual (incurred or committed) cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 19.

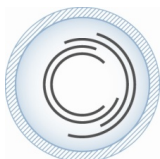
12.3.3 When Owner and Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order.

12.4 COST OR CREDIT DETERMINATION

12.4.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

- (a) unit prices set forth in this Agreement or as subsequently agreed;
- (b) a mutually accepted, itemized lump sum; or
- (c) costs calculated on a basis agreed upon by Owner and Constructor plus [_____] % ([_____]%) overhead and [_____] ([_____]%) profit.

12.4.1.1 If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in



the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Constructor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Constructor's overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Constructor shall maintain a documented itemized accounting evidencing the expenses and savings.

12.5 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Constructor, such unit prices shall be equitably adjusted.

ARTICLE 13 PAYMENT

13.1 SCHEDULE OF VALUES N/A.

13.2 PROGRESS PAYMENTS Constructor shall submit to Owner and, if directed, Design Professional an invoice upon completion of each Phase as listed below: Owner may deduct, from any progress payment, such amounts as may be retained pursuant to §13.3.

- 13.2.1 Phase 1: \$248,750.00
- 13.2.2 Phase 2: \$ 248,750.00
- 13.2.3 Phase 3: \$248,750.00
- 13.2.4 Phase 4: \$248,750.00

13.3 RETAINAGE N/A

13.4 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible for such under this Agreement:

13.4.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to others retained by Owner to whom Owner may be liable;

13.4.3 Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;

13.4.4 rejected or Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

13.4.7 uninsured third-party claims involving Constructor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.



No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, Constructor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price or Contract Time.

13.6 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, Constructor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Owner and Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Constructor to Owner for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

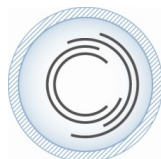
13.6.1 Upon acceptance by Owner of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Owner and Constructor as necessary to achieve final completion. Uncompleted items shall be completed by Constructor in a mutually agreed timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, Constructor shall prepare for Owner's acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Constructor within fifteen (15) Days after Constructor has submitted to Owner a complete and accurate application for final payment and the following submissions:

- (a) an affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
- (b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
- (c) release of any liens, conditioned on final payment being received;
- (d) consent of any surety, if applicable; and
- (e) any outstanding known and unreported accidents or injuries experienced by Constructor or its subcontractors at the Worksite.

13.8 Claims not reserved by Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless



Constructor provides written identification of unsettled claims known to Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 14 INDEMNITY

14.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees and Design Professional (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured under §15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided in the section immediately below.

14.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, or members, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under §15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or others retained by Owner, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or others retained by Owner. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided in the section immediately above.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

ARTICLE 15 INSURANCE

15.1 Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. If requested, Constructor shall provide Owner with certificates of the insurance coverage required. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability;

15.2 Employers' Liability, Business Automobile Liability, and CGL coverage required in the subsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. Constructor shall maintain in effect all insurance coverage required in the section immediately above with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or



maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement. To the extent commercially available to Constructor from its current insurance company, insurance policies required under §15.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §15.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition,

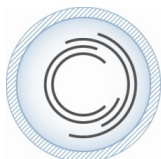
Commercial General Liability (Per Occurrence):

<u>Each Occurrence:</u>	\$1,000,000.00
<u>Damage to Rented Premises (Ea Occurrence):</u>	\$ 500,000.00
<u>Med Exp (Any one person):</u>	\$ 15,000.00
<u>Personal & Adv Injury:</u>	\$1,000,000.00
<u>General Aggregate:</u>	\$2,000,000.00
<u>Products – Comp/OP Agg:</u>	\$2,000,000.00

Worker’s Compensation (Per Statute):

E.L. Each Accident:	\$1,000,000.00
E.L. Disease – EA Employee:	\$1,000,000.00
E.L. Disease – Policy Limit:.....	\$1,000,000.00

15.3 PROPERTY INSURANCE Unless otherwise directed in writing by Owner, before starting the Work, Constructor shall obtain and maintain a Builder’s Risk Policy upon the entire Project for the full cost of replacement at the time of loss, INCLUDING EXISTING STRUCTURES. This insurance shall also: (a) name Constructor, subcontractors, subsubcontractors, suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy. The Builder’s Risk Policy shall insure at least against and not exclude: (a) the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused; (b) damage resulting from defective design, workmanship, or material; (c) coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor’s activities or operations at the Project; (d) equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment; (e) testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and (f) physical loss resulting from terrorism.



15.3.1 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with §15.3.

15.3.2 If the Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §15.3, then Owner shall give written notice to Constructor and Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §15.3. Owner may then provide insurance to protect its interests and the interests of Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

15.3.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

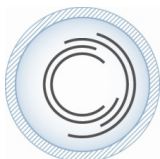
15.3.4 To the extent of the limits of Constructor's CGL specified in §15.1 or [_____] dollars (\$[_____]), whichever is more, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Constructor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3 until the Date of Final Completion.

15.3.6 POLLUTION LIABILITY INSURANCE Constructor is/ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered. If applicable: in the following amounts: [_____] per occurrence, and shall apply for [_____] year(s) after Final Completion.

15.4 ADDITIONAL LIABILITY COVERAGE Owner shall/ shall not require Constructor to purchase and maintain liability coverage. If required, Constructor shall provide:

15.4.1 ADDITIONAL INSURED. Owner shall be named as an additional insured on Constructor's CGL insurance specified, for on-going operations and completed operations excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite. The insurance of the Constructor and its



Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

15.4.2 OCP. Constructor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL insurance specified, or limits as otherwise required by Owner. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly, or the costs may be reimbursed by Owner to Constructor by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Before commencing the Work, Constructor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

ARTICLE 16 BONDS

16.1 Performance and Payment Bonds are/ are not required of Constructor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

ARTICLE 17 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

17.1 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The following items of damages are excluded from this mutual waiver: [____]. This article shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall require similar waivers in contracts with subcontractors and others retained for the project.

ARTICLE 18 NOTICE TO CURE AND TERMINATION

18.1 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default. If Constructor fails to commence and to continue satisfactory correction of such default with diligence and promptness within seven (7) days after written notification, then Owner shall give Constructor a second written notice to correct the default within a three (3) business Day period. If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Constructor, who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.

18.2 TERMINATION BY OWNER Upon expiration of the second notice for default period pursuant to §18.1, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.



18.2.1 Owner shall make reasonable efforts to mitigate damages arising from Constructor default and shall promptly invoice Constructor for all amounts due.

18.3 **TERMINATION BY CONSTRUCTOR** Seven (7) Days after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of Constructor for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available.

18.3.1 In addition, upon seven (7) Days' written notice to Owner, and an opportunity to cure within three (3) Days, Constructor may terminate the Agreement if Owner does any of the following: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with §6.1.1; (b) assigns this Agreement over Constructor's reasonable objection; (c) fails to pay Constructor in accordance with this Agreement and Constructor has stopped work in compliance with applicable notice provisions; or (d) otherwise materially breaches this Agreement.

18.3.2 Upon termination by Constructor pursuant to this Agreement, Constructor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

18.4 **OBLIGATIONS ARISING BEFORE TERMINATION** Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 19 DISPUTE MITIGATION AND RESOLUTION

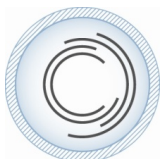
19.1 **CLAIMS FOR ADDITIONAL COST OR TIME** Except as provided in §10.3 and §10.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before beginning the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

19.2 **WORK CONTINUANCE AND PAYMENT** Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

19.3 **DIRECT SETTLEMENT DISCUSSIONS** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) Business Days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

19.4 **MEDIATION** Disputes between Owner and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

19.5 **BINDING DISPUTE RESOLUTION** If neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:



ARBITRATION The Parties choose binding arbitration decided by arbitrator in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. Arbitration will be used for any claim or dispute related to this Agreement. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

LITIGATION Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If not indicated, then litigation is the default and not arbitration.

19.5.1 **COSTS** The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

19.5.2 **VENUE** The Project location shall serve as the venue.

19.5.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

ARTICLE 20 MISCELLANEOUS

20.1 **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

20.2 **ASSIGNMENT** Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

20.3 **GOVERNING LAW** The law in effect at the location of the Project shall govern.

20.4 **NOTICE** Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

20.5 **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms before execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: NORTHERN INYO HEALTHCARE DISTRICT:



BY: _____ NAME: Kelli Davis_ TITLE: CEO_____

CONSTRUCTOR: McCRORY'S FLOOR SERVICE

BY: _____ NAME: Erin Gabriel McCrory TITLE: Sole Owner

END OF DOCUMENT.



McCrary's Floor Service

License #989636

ESTIMATE

Customer

ATTN: Jason Moxely **Project:** Northern Inyo Hospital
Company: Northern Inyo Healthcare **Estimator:** Paco Quezada
Address: 150 Pioneer Lane
 Bishop, CA 93514

Date: 10/21/2021

Scope of work:		
Demo & Dispose of exiting flooring. Provide Labor to install (Coved & Welded) owner provided Nora Flooring, Self Leveling/Sealing of existing Concrete Subfloor.		
Item	Description	Price
Demo	Provide Labor & Machinery to demo existing flooring.	
Moisture Mitigation	Provide Labor & Machinery to grind and apply MC Rapid.	
Prep	Provide Labor & Machinery to apply Ardex Feather Finish.	
Nora Flooring	Provide Labor to Install Owner Provided Materials. (Coved & Cold Welded)	
Travel/Lodge	Expenses included in estimate.	
Payment due upon completion of each phase.		
Phase 1: \$248,750.00		
Phase 2: \$248,750.00		
Phase 3: \$248,750.00		
Phase 4: \$248,750.00		
		\$995,000.00

Note: If this estimate is not signed, accepted and material ordered within 30 days the price is subject to change due to increasing material costs

Exclusions: Major floor prep, moisture-testing, moisture sealing, bead blasting, sealing, waxing, buffing, R&R Furniture, demo (unless noted otherwise). Minor floor prep, includes expansion joints, minor cracks, minor leveling, etc. McCrary's Floor Service **will not be responsible for any damage to furnishings or real property when installers are requested to move furniture, appliances, equipment, etc.**

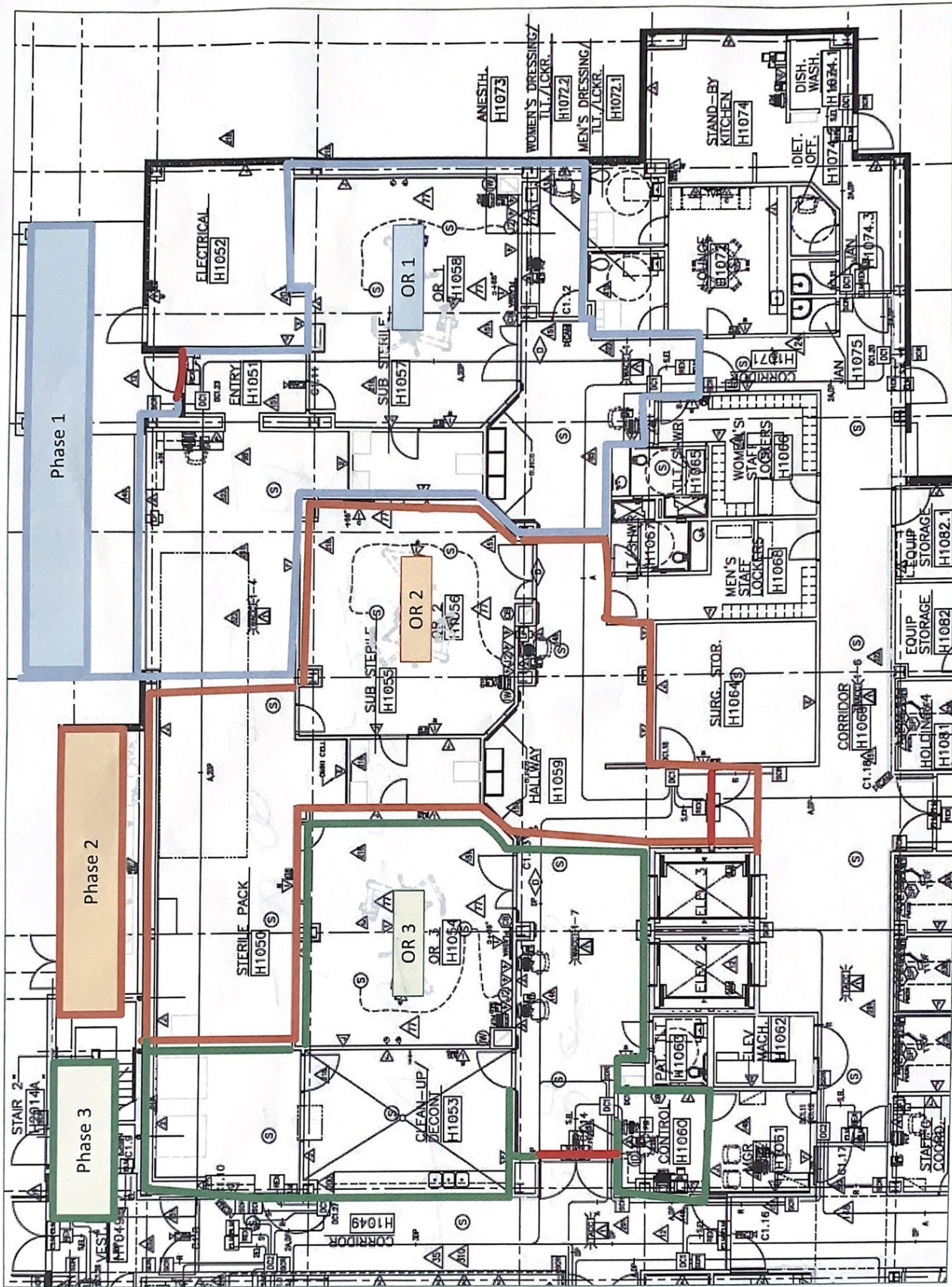
Please Sign and return this quote for authorization to proceed:

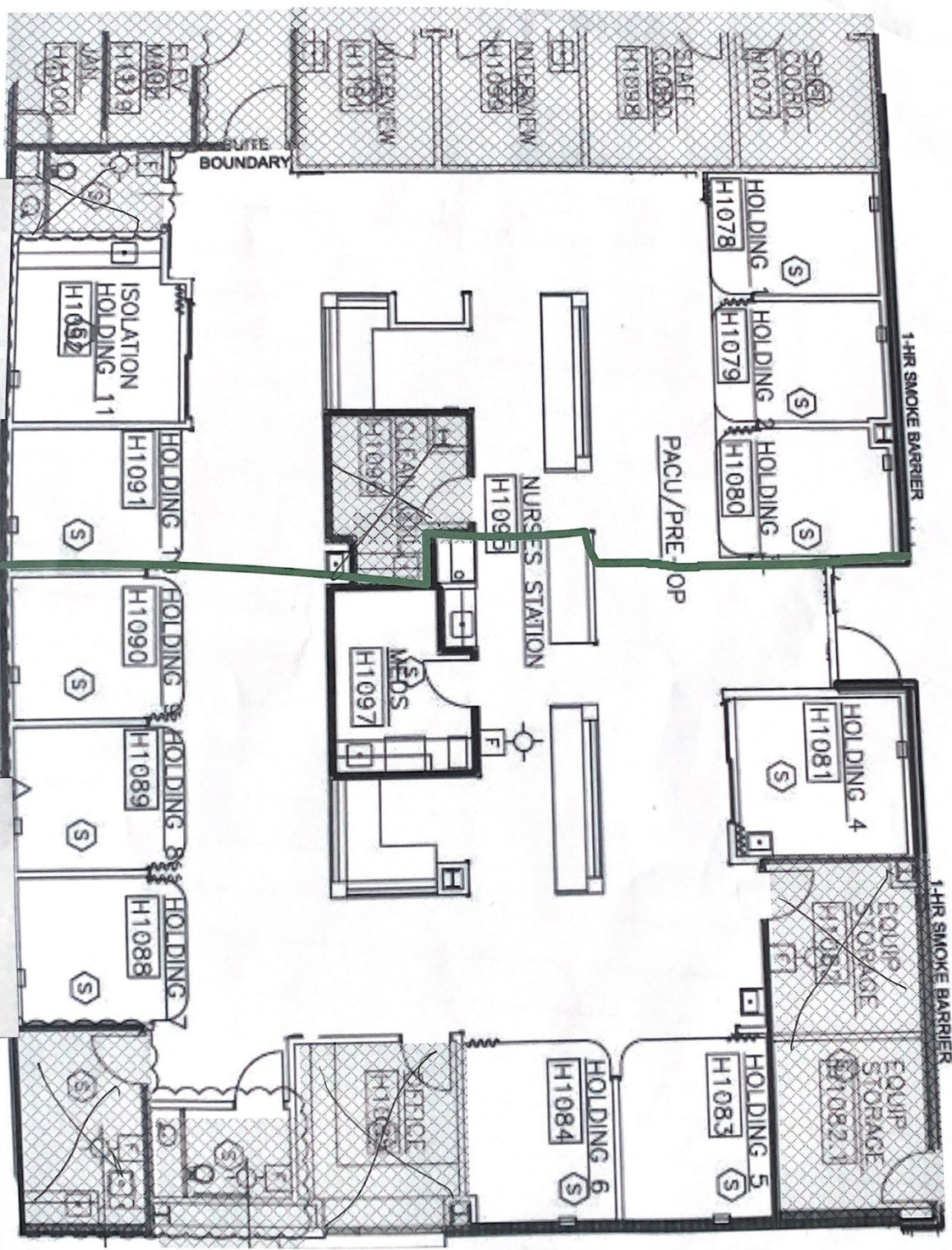
Print Name: _____

Authorized Signature: _____

Date: _____

Exhibit B





Phase B

Phase A

Exhibit "C" - Schedule
OR - Flooring

Task Name	Start Date	End Date	Assigned To	Durati...	Dec		Jan				Feb				Mar					
					5	12	19	26	2	9	16	23	30	6	13	20	27	6	13	
OR Flooring Project	12/15/21	03/14/22		90d																
Start date	12/15/21	12/19/21		5d																
Presented and Approved at Board Meeting	12/15/21	12/15/21	Facilities	1d																
Contract Signed	12/16/21	12/19/21	Compliance	4d																
Phase 1 - Operate in OR 1	01/02/22	01/23/22		22d																
Clear OR 1	01/02/22	01/08/22	Facilities	5d																
OR 1 Floor Prep and new install	01/07/22	01/18/22	McCrorry's Floor Service	10d																
EVS to polish floor	01/17/22	01/18/22	EVS	2d																
Re install equipment in OR1	01/19/22	01/21/22	Facilities	3d																
EVS to terminal clean	01/22/22	01/23/22	EVS	2d																
Phase 2 - Operate in OR 2	01/22/22	02/08/22		18d																
Clear OR 2	01/22/22	01/23/22	Facilities	2d																
OR 2 Floor Prep and new install	01/24/22	02/02/22	McCrorry's Floor Service	10d																
EVS to polish floor	02/03/22	02/04/22	EVS	2d																
Re install equipment in OR 2	02/05/22	02/08/22	Facilities	2d																
EVS to terminal clean	02/07/22	02/08/22	EVS	2d																
Phase 3 - Operate in OR 3	02/08/22	02/27/22		22d																
Clear OR 3	02/08/22	02/07/22	Facilities	2d																
OR 3 Floor Prep and New Flooring Install	02/08/22	02/17/22	McCrorry's Floor Service	10d																
Clear Sub Sterile	02/08/22	02/09/22	Facilities	4d																
AutoClaves x 2 to move - Steris	02/08/22	02/09/22	Facilities	4d																
Prewash removal - Steris	02/08/22	02/09/22	Facilities	4d																
relocate Neptune	02/08/22	02/09/22	Facilities	4d																
OR Sub Sterile Floor Prep and New Flooring Install	02/10/22	02/17/22	McCrorry's Floor Service	8d																
EVS to polish floor	02/18/22	02/19/22	EVS	2d																
Re Install Equipment in OR 3	02/20/22	02/25/22	Facilities	6d																
Re Install AutoClaves x 2 to move - Steris	02/20/22	02/25/22	Facilities	6d																
Re Install Prewash removal - Steris	02/20/22	02/25/22	Facilities	6d																
Re Install Neptune	02/20/22	02/25/22	Facilities	6d																
EVS to Terminal Clean	02/26/22	02/27/22	EVS	2d																
Phase 4 - Operate in PACU	02/17/22	03/13/22		25d																
Alternative for Infusion/wound care location set up	02/17/22	02/18/22	Allison P. and Annie	2d																
Clear PACU	02/20/22	02/20/22	Facilities	1d																
PACU Floor Prep and New Install	02/21/22	03/08/22	McCrorry's Floor Service	14d																
EVS to polish floor	03/07/22	03/09/22	EVS	3d																
Re Install Equipment in PACU	03/09/22	03/09/22	Facilities	1d																
EVS to Terminal Clean	03/10/22	03/11/22	EVS	2d																
Clinical Items to be re turned to PACU	03/12/22	03/13/22	Allison P. and Annie	2d																
Fully Operation OR and PACU	03/14/22	03/14/22		1d																

Exhibit D



Quotation #
Q-1010059

BILL TO
Northern Inyo Co Local Hospital
150 Pioneer Ln, ,
Bishop, California
93514
United States

SHIP TO
Northern Inyo Co Local Hospital
150 Pioneer Ln, ,
Bishop, California
93514
United States

Quote Location	West nora
Date	11/17/2021
Job Name	nora - Sterile core and PACU replacement
Contact	Jason Moxley
Account Executive	Jonathan Best
Account Executive Phone #	
Account Executive Email	jon.best@nora.com
Expiration Date	12/8/2021

All products are made to order, we cannot accept returns or change orders.

Line Item	Style	Size	Color	Quantity	Price	Per	Total Value
NFG							
1	noraplan® environcare 913	RL X 1220 X 3.0 MM	Standard	11,345.76		ft ²	
Subtotal							
NTA							
2	dry adhesive tapes		NORA® DRYFIX 750	47.00		Each	
Roll / Coverage (242 sq ft per roll)							
3	cold weld	JOINT SEALING 1-K	Standard	10.00		Each	
4	hot weld	HOT WELDING	Standard	10.00		Roll	
Subtotal							
Other							
5	Container Surcharge US			11,345.76			
Subtotal							
Others							
6	Freight			11,345.76			

LINE ITEM	COST	
Steris Equipment Removal and re install	\$13,900.00	
Flooring removal and installation	\$995,000.00	
Keckler Equipment Removal and re install	\$58,800.00	
Nora flooring material	\$87,719.67	
Temp Infection control walls	\$25,000.00	
Vendor Costs	\$1,180,419.67	
Staff overtime hours \$30.00/ hour x 4 x 100	\$12,000.00	this is a contingency to have in place if needed
Contingency 5%	\$59,020.98	this is a contingency to have in place if needed
Contingencies	\$71,020.98	
Potential Incintivation Cost	\$75,000.00	
Colombo Constrution Administration Costs	\$1,680.00	
Total Cost	\$1,328,120.65	



Service Estimate

1010 Warnerville Road
Oakdale, CA 95361

P: 800-523-1010
O: 209-847-4100
F: 209-847-4166
www.KecklerMedical.com

Service Location: NORTHERN INYO HOSPITAL 150 PIONEER LANE Bishop, CA 93514	Quote Date: 10/28/2021	Service Contact: Kate Ryan
	Quote #: 0045668	Phone: 209-847-1440 x400
	Expiration: 11/27/2021	Email: kate@kecklermedical.com

Purchase orders should be issued to "**J.M. Keckler Bio Medical**" and faxed to **209-847-4166** or emailed to "**kate@kecklermedical.com**". Please call Kate with any questions, 209-847-1440 ext. 400

Qty	Item Code	Description	Discounted Price	Total Price
1.00	/ELC	ESTIMATED LABOR COST	\$58,800.00	\$58,800.00

Remove and relocate to onsite storage area nine each Skytron stainless steel storage cabinets and three nurse desks for flooring replacement.
After flooring replacement equipment will be re-installed.
Work will be done in phases, one to two weeks apart, with three cabinets and one desk per phase.

Excludes;
Removal or replacement of any equipment or supplies in cabinets or desk.
Disconnection or reconnection of electrical utilities.
Drywall, paint or patch, caulking, and trim.
Infectious control.

**PLEASE PROVIDE PURCHASE ORDER
INFORMATION TO INITIALIZE PROCESSING**

Total : \$58,800.00

*Quote is based on all work being completed in one trip
**Standby time will be billed at the applicable rate
***Additional parts may be required

Terms Net 30 Days
FOB: Mfg, Prepaid and Add
Sales Tax Local Sales Tax Will Be Added

Keckler Medical is proud to offer PREVENTIVE MAINTENANCE programs that ensure manufacturer warranty compliance. All of our Service Technicians are dedicated to keeping you operationally effective and can be dispatched 24 hours a day.

"We do what we say we are going to do" - J. Michael Keckler
Thank you for the opportunity to earn your business!



Quotation #
Q-1010059

BILL TO

Northern Inyo Co Local Hospital
150 Pioneer Ln, ,
Bishop, California
93514
United States

SHIP TO

Northern Inyo Co Local Hospital
150 Pioneer Ln, ,
Bishop, California
93514
United States

Quote Location	West nora
Date	11/17/2021
Job Name	nora - Sterile core and PACU replacement
Contact	Jason Moxley
Account Executive	Jonathan Best
Account Executive Phone #	
Account Executive Email	jon.best@nora.com
Expiration Date	12/8/2021

All products are made to order, we cannot accept returns or change orders.

Line Item	Style	Size	Color	Quantity	Price	Per	Total Value
NFG							
1	noraplan® environcare 913	RL X 1220 X 3.0 MM	Standard	11,345.76	\$ 5.73	ft²	\$ 65,011.20
Subtotal							\$ 65,011.20
NTA							
2	dry adhesive tapes		NORA® DRYFIX 750	47.00	\$ 320.00	Each	\$ 15,040.00
Roll / Coverage (242 sq ft per roll)							
3	cold weld	JOINT SEALING 1-K	Standard	10.00	\$ 37.44	Each	\$ 374.40
4	hot weld	HOT WELDING	Standard	10.00	\$ 105.39	Roll	\$ 1,053.90
Subtotal							\$ 16,468.30
Other							
5	Container Surcharge US			11,345.76	\$ 0.10		\$ 1,134.58
Subtotal							\$ 1,134.58
Others							
6	Freight			11,345.76	\$ 0.45		\$ 5,105.59

Line Item	Style	Size	Color	Quantity	Price	Per	Total Value
Subtotal							\$ 5,105.59
Total							\$ 87,719.67

Quote Comments

Sales tax to be calculate on final invoice. Please provide copy of tax exempt certificate if applicable. Discount pricing only valid on material shipping in 2021

Terms and Conditions

OFFER, GOVERNING PROVISIONS AND CANCELLATION

This document is an offer or counter-offer by nora systems, Inc. ("nora") to sell the goods and/or services described in it in accordance with these terms and conditions of sale (these "Terms and Conditions"), is not an acceptance of any offer made by buyer, and is expressly conditioned upon assent to these Terms and Conditions. No additional or different terms or conditions will be binding upon nora unless specifically agreed to in writing. nora hereby objects to any such additional or different terms or conditions contained in any purchase order or other communication heretofore or hereafter received from buyer. No accepted offer may be cancelled or altered by buyer except upon terms and conditions accepted by nora in writing. This document and these Terms and Conditions shall be the entire agreement between the parties on the subject of the transactions described herein (this "Agreement").

TERMS OF ORDER

- Delivery – Any delivery date is the best estimate possible, based on current and anticipated factory loads, of when the product will be shipped. nora assumes no liability for loss, damage or consequential damage due to delays. Neither party is liable for damage or delay in delivery arising from causes beyond its control and without its fault or negligence including, but not limited to, acts of God or the public enemy, acts of Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and any computer or software failures or malfunctions. If the delay is caused by the delay or default of a subcontractor of nora and if such delay arises from causes beyond the control of both nora and the subcontractor, nora shall not be liable to buyer in damages.
- 30 Days/Net for open accounts.
- Less than \$500 (new accounts) are shipped C.O.D. or can be prepaid.
- C.O.D. orders over \$500 must be certified check.
- If Buyer shall fail to comply with any provision or to make payments in accordance to the terms of this agreement, nora may at its option suspend shipments or, without waiving any other rights it may have, terminate this agreement. All deliveries shall be subject to the approval of nora Credit Services Department. nora reserves the right before making any delivery, to require payment in cash or security for payment.
- Accounts not paid within terms are charged a service charge of 1.5% per month (18% APR) plus any and all collection charges incurred thereafter.
- Custom orders are subject up to 10% production overrun.
- Sales/use tax applied, where applicable.
- Freight can be prepaid, prepaid and add, or collect.
- There is a \$25.00 fee on NSF checks.
- Any item that is cancelled more than 10 business days after receipt of order by nora, will be subject to a 30% cancellation charge.

CONDITIONS OF RETURNS

- The Return Number must be obtained prior to return and must be placed and displayed on Bill of Lading and address label.
- Returns will be scheduled by a nora associate using a nora approved carrier.
- Liability of the freight charges to be determined and charged accordingly.
- Do Not Double Stack and Do Not Break Shrink-Wrap must also appear on the Bill of Lading and pallet.
- Credit will be issued upon receipt of material that is NEW and in GOOD and SALEABLE condition.
- Only standard stocking products may be returned.
- Adhesives cannot be returned due to shelf life.
- Tiles must be stacked front-to-front/back-to-back to prevent surface damage. There must be a protective sheet between the pallet and the first tile.
- Stairtreads must be placed on the pallet face down with a protective sheet between the pallet and the first tread.
- Material must be in original packaging or equivalent packaging.
- All material must be secured to the pallet in such a manner as to prevent shifting. Metal banding is not to be used.
- All material being returned must be placed on a pallet large enough so there is no overhanging material on any side.
- A restocking charge of 45% will be charged on all return orders.
- No return authorization will be given after 30 days. All return shipments must be in our hands 30 days after authorization.

REJECTED RETURNS

All returned shipments will be rejected if:

- No Return Authorization number on the Bill of Lading
- Received after 30 days of authorization
- Noticeable damage or improper handling of products
- Broken, damaged or unauthorized packaging
- Custom or non-stocking colors or products
- Materials not listed on Return Authorization, or
- Adhesive returned.
- nora® pro install materials cannot be cancelled or returned.

TITLE OF GOODS

- F.O.B. warehouse
- Goods must be inspected immediately upon delivery. Report any shortages to nora systems, Inc. ("nora") no later than 10 days after receipt. Failure to do so could forfeit your right to further action, and you will be held responsible for the entire invoice amount.

LIMITED WARRANTY

Specific product warranties may be found at: www.interface.com.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, nora EXTENDS NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR EXACT MATCHING OF SHADE, COLOR OR MOTTLING. nora HEREBY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE AND ANY OTHER WARRANTY OR GUARANTEE UNLESS EXPRESSLY AUTHORIZED AND ENDORSED IN WRITING AS SET FORTH BELOW.

No agent, employee or representative of nora is authorized to make any warranty or guarantee concerning the Products. Any alteration, amendment or waiver of this Limited Warranty must be in writing and signed by an officer of nora.

NOTICES OF CLAIMS

To make a claim under any warranty, the buyer or end user must provide written notice to nora at 9 Northeastern Blvd., Salem, NH **03079**, within thirty (30) days of discovery of any alleged defect of the product. nora must be given the opportunity to inspect and examine the Product.

LIMITATION OF LIABILITY; INDEMNITY

IN NO EVENT SHALL NORA BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY LOSSES, CLAIMS OR DAMAGES REGARDING ANY GOODS AND/OR SERVICES THAT HAVE NOT BEEN INSTALLED AND MAINTAINED ACCORDING TO NORA'S INSTALLATION AND MAINTENANCE INSTRUCTIONS, THAT WERE DAMAGED BY A THIRD PARTY, THAT WERE INSTALLED OVER AN IMPROPER SUBSURFACE OR IMPROPERLY PREPARED SUBFLOOR, THAT WERE IMPROPERLY REPAIRED, OR THAT WERE EFFECTED BY ANY OTHER MECHANICAL INFLUENCES. IN NO EVENT SHALL NORA BE LIABLE FOR ANY LOSSES, CLAIMS OR DAMAGES IN EXCESS OF THE COST OF THE GOODS AND/OR SERVICES INVOICED BY NORA WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL NORA BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONTINGENT DAMAGES OR ANY SIMILAR DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO GOODS AND/OR SERVICES SOLD BY NORA, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND NORA HEREBY DISCLAIMS ALL SUCH DAMAGES.

It is solely buyer's responsibility to determine whether the goods are suitable for any given application, purpose or use that may be intended by buyer for such goods. Buyer shall indemnify nora against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defense) which nora may incur as a result of any claim by buyer or others arising out of or in connection with the goods and/or services sold hereunder and based on product or service defects not proven to have been caused solely by nora's negligence. The warranties referenced to above are subject to change. Please refer to the nora website for the most current versions. For additional information regarding usage in recommended applications, please refer to our current Product Catalog or call 1-800-332-NORA.

NON WAIVER

No waiver of any breach or of any term or provision of this writing in any instance shall be deemed or construed as a waiver of any other or any succeeding breach of the same or any other term.

TERMS AND CONDITIONS

Except for terms and conditions contained on nora's confirmation and invoice, these Terms and Conditions constitute the complete, entire and exclusive statement of the terms and conditions between buyer and nora and no negotiations, understandings, agreements, terms, conditions or trade customs at variance with or contradictory to the Terms and Conditions herein set forth shall be binding upon either party unless in writing and signed by an officer of such party.

GOVERNING LAW; VENUE

The rights and obligations of the parties hereto and the interpretation, construction and effect of any provision hereof or any contract formed pursuant hereto shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules.

Any controversy or claim arising out of or relating to this contract or any actual or alleged breach thereof, which cannot be resolved amicably between the parties, shall be litigated solely in state or federal courts located in the State of Georgia.

nora[®] by Interface[®]

Product Warranty – Americas



Rev. 12/1/2020

nora systems, Inc. (nora) warrants the following nora[®] brand products (collectively, the “Warranted nora Brand Flooring Products”) as set forth below: norament[®] and noraplan[®] rubber flooring, norament rubber stairtread (excluding visually impaired strips), accessories (including visually impaired strips), nora[®] nTx 020 bond enhancer and adhesives, and the conductivity of its Electrostatic Dissipative (“ESD”) flooring system (norament ed and noraplan ed flooring and adhesive).

nora Brand Flooring Products

- The Warranted nora Brand Flooring Products listed in the table below are warranted to the original end-use customer, for the period of time indicated in the table below, against blemishes and excessive wear due to normal traffic, provided the material was installed and maintained properly and strictly in accordance with the applicable nora Installation Guides and Maintenance Guides, which can be found on the nora.com/us website and used as intended and recommended. For these purposes, “excessive wear” is defined as wear in excess of the following measurements: norament[®] products and norament[®] stairtreads, 0.0375” total; noraplan[®] products, 0.0525” total. All warranty claims must be made by the customer before the end of the time period stated in chart below; and
- The conductivity of ESD flooring system products are warranted to the original end-use customer for a period of 10 years from the date of invoice, provided the material was installed with nora’s conductive adhesive (acrylic or polyurethane), when tested according to the test procedures of ESD S7.1-94 and ASTM-F-150 under >30% relative humidity at room temperature to measure between 10⁶ and 10⁹ OHMS. All warranty claims must be made by the customer within the established 10 year period; and
- Installations of all Warranted nora Brand Flooring Products must be completed strictly in accordance with the applicable nora Installation Guide, which can be found on thenora.com website. In all installations, there must be no visible moisture on the surface of the concrete slab. Written and photographic evidence showing moisture and mat bond test results must be maintained by the original end-use customer.

Product	Blemish and Excessive wear warranty period (years from date of invoice)
nora [®] stair nosing, wall base, banister trim, sanitary base	5
noraplan [®] / noraplan [®] nTx: lona, valua	5
norament [®] stairtreads (exclusive of the visually impaired strips)	15
norament [®] , norament [®] nTx, norament [®] ed	15
noraplan [®] , noraplan [®] nTx, noraplan [®] acoustic, noraplan [®] ed	15

If nora determines that a product is covered by this limited warranty, nora will correct the problem in the affected area by either repair or replacement with comparable product(s), at nora’s option, at no charge to the customer.

nora also warrants the Warranted nora Brand Flooring Products to the original end-use customer against defects arising out of the manufacturing process as stated below:

- If the product is determined to exhibit a manufacturing defect and the customer has made a warranty claim to nora within the first year following the date of invoice, nora will correct the problem in the affected area either (at nora’s option) by repair or replacement with comparable product(s) at no charge to the customer, as well as pay the reasonable labor costs (as determined by nora) associated with its repair or replacement;
- If the product is determined to exhibit a manufacturing defect and the customer has made a warranty claim to nora in the second year following the date of invoice, nora will correct the problem in the affected area either (at nora’s option) by repair or replacement with comparable product(s) at no charge to the customer, as well as pay fifty percent (50%) of the reasonable labor costs (as determined by nora) associated with its repair or replacement; and

If the product is determined to exhibit a manufacturing defect and the customer has made a warranty claim to nora in the third, fourth, or fifth years following the date of invoice, nora will correct the problem in the affected area either (at nora’s option) by repair or replacement with comparable product(s) at no charge to the customer, but will not be responsible for any labor costs associated with its repair or replacement.



Rev. 12/1/2020

nora Adhesive Products

As stated below, nora warrants to the original end-use customer that the following adhesives are free of manufacturing defects: nora® AC100, ED 120, PU 102, 585, dryfix 750, stepfix and profix tape.

If the adhesive is determined to exhibit a manufacturing defect and the customer has made a warranty claim to nora within the first year following the date of invoice, nora will correct the problem in the affected area either (at nora's option) by repair or replacement with comparable product(s) at no charge to the customer, as well as pay the reasonable labor costs (as determined by nora) associated with its repair or replacement.

nora Warranty Limitations

In all cases in which a covered warranty condition is determined by nora to exist, the customer must provide reasonable cooperation to facilitate nora's repair or replacement in the affected area.

This warranty does not cover cuts, loss of gloss, burns, scratches, indentations, stains or other damage, deterioration, problems, or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood, or subfloor irregularities. This warranty does not cover fading or discoloration from prolonged, excessive exposure to sunlight or heat. Moisture testing, when applicable, at the installation site is not the responsibility of nora, and issues, problems or damage related to or arising from excessive moisture are specifically excluded from this warranty except as expressly set forth herein and in the applicable nora Installation Guides and Maintenance Guides. This warranty does not cover any issues, problems or damages arising from or related to installation techniques or conditions not strictly meeting the requirements in the applicable Installation Guide.

nora does not warrant installer's workmanship unless the affected product was installed by nora affiliate Interface Services, Inc., (Interface Services), and then only in accordance with the terms of the Interface Services installation warranty.

Warranty claims must be made in writing to nora within the timeframes indicated herein. Warranty claims must be addressed to: nora systems, Inc., Technical Operations Department, 9 Northeastern Blvd., Salem, NH 03079. Warranty claims must include contemporaneous documentation that all warranty conditions were and continue to be met. This warranty will be void if its terms are not followed. The customer must inspect all products, prior to installation, for patent defects and notify nora there of, prior to installation; otherwise, this warranty will be void. No person other than an officer of nora may authorize a waiver or modification of the terms of this warranty, which must be in writing and signed by that officer.

This limited warranty and the applicable Installation Guides and Maintenance Guides are subject to change at nora's discretion and without notice. Please contact nora or visit the nora.com website for the latest versions. For additional information regarding usage in recommended applications, please refer to www.nora.com/us or call 1-800-332-NORA. Warranty periods commence on the date of invoice of the product to the original end-use customer.

The warranties herein are only made to the original end-use customer and no other parties. The remedies stated herein are the sole and exclusive remedies of the original end-use customer and the sole and exclusive liability of nora and its affiliates.

THE WARRANTY, REMEDY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REMEDIES AND LIABILITIES, WHETHER EXPRESS OR IMPLIED. NORA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES THAT MAY ARISE BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES. NOTE THAT SOME JURISDICTIONS DO NOT PERMIT DISCLAIMERS OF SOME IMPLIED WARRANTIES, SO YOUR RIGHTS MAY BE DIFFERENT THAN STATED HEREIN. IN NO EVENT WILL NORA BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, LOSS OF BUSINESS, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER NORA OR ITS AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Supersedes all previous information. Effective February 2020.