

ADDENDUM # 01

Project: Kern Community College District
1801 Panorama Dr. Bakersfield, CA 93305
Bakersfield College SMSR 2022-23 Restroom Upgrades F.A.C.E. Building – Phase II
19six #: 25011.01
DSA #: 03-125284
Date: February 6, 2026

To all bidders submitting proposals for the above captioned project. This Addendum is hereby included in the Contract Documents to the same extent as though it were originally included therein. The following items modify, add to, delete from, or explain the drawings and/or specifications. The contents of this Addendum shall take precedence over the original specifications and plans.

BID DEADLINE:

The bid time shall not change.

Bid due date: 2:00 PM Thursday, February 12, 2026

at: Facilities Department Conference Room
Kern Community College District Main Office
2100 Chester Ave.
Bakersfield, CA 93301

Item #1: **Bid Documents: 09-Construction Agreement**

Please note the following revised section:

5. Liquidated and Other Damages. All work must be completed within the time limits set forth in the Contract Documents. If the work is not completed in accordance with the time limits set forth in this Agreement, in accordance with Government Code Section 53069.85, CONTRACTOR shall pay to OWNER as fixed and liquidated damages, and not as a penalty, the sum of **\$250.00** for each calendar day of delay until work is completed and accepted.

Item #2: **Addendum Acknowledgement**

Bidders shall complete and sign the attached Addendum Acknowledgement Form and submit it as part of their Bid package.

Item #3: **Certification of Mandatory Job Walk Clarification**

In response to concerns regarding verification of attendance at the mandatory job walk, please note that the job-walk sign-in sheet, included with this addendum, shall serve as the official certification of attendance.

ATTACHMENTS:

PRE-BID RFIs

RFI-01 (Ken W Smith Construction) CERTIFICATION OF ATTENDANCE, 8.5" x 11" Sheet

RFI-02 (Ken W Smith Construction) PROJECT DESCRIPTION, 8.5" x 11" Sheet

SPECIFICATIONS

N/A

DRAWINGS

N/A

OTHER ATTACHMENTS

09-Construction Agreement, 8.5" x 11", 4 Sheets

Plan Holder List, 11" x 8.5" Sheet

Job-Walk Sign-In Sheet, 11" x 8.5" Sheet

Addendum Acknowledgement, 8.5" x 11" Sheet

Prepared by: 19six Architects

RFI #	01	10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308 OFFICE: 661-393-0708 FAX: 702-974-1774 MAIN: ken@kwsmithco.com
REQUEST DATE	02/04/2026	
CONTRACT / PO / PROJECT #	2022-23	
PROJECT NAME	BC SMSR 2022-23 Restroom Upgrades F.A.C. Bldg. Ph. II	
PROJECT LOCATION	1801 Panorama Drive Bakersfield CA 93305	

MAIN: ken@kwsmithco.com

REQUEST FOR INFORMATION (RFI)

RFI #	02	KEN W SMITH CONSTRUCTION INC. 10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308 OFFICE: 661-393-0708 FAX: 702-974-1774 MAIN: ken@kwsmithco.com
REQUEST DATE	02/05/2026	
CONTRACT / PO / PROJECT #	2022-23	
PROJECT NAME	BC SMSR 2022-23 Restroom Upgrades F.A.C.E. Bldg. Ph. II	
PROJECT LOCATION	1801 Panorama Drive Bakersfield CA 93305	

TO: <u>Kenia Quintos</u>	OF: <u>19six Architects</u>
PHONE #: <u>951-444-5446</u>	EMAIL: <u>kquintos@19six.com</u>
REQUEST BY: <u>Krista O'Neal</u>	OF: <u>Ken W Smith Construction Inc.</u>
PHONE #: <u>661-393-0708</u>	EMAIL: <u>krista@kwsmithco.com</u>
TYPE OF REQUEST :	
CLARIFY: <input checked="" type="checkbox"/>	CONFLICT: <input type="checkbox"/> SUGGEST: <input type="checkbox"/> OTHER: <input type="checkbox"/>
RELATED DOC(S): <u>Notice to Contractors Calling for Bids</u>	

BRIEF TITLE: Project Description

INFORMATION / CLARIFICATION REQUIRED:

Please clarify the project description, what is listed in the bidding documents are not clear.
PROJECT DESCRIPTION: The project has been strategically divided into two construction phases to ensure minimal disruption to building operations and student access. Phase 1 prioritizes the renovation of the East F.A.C.E. Building restrooms, allowing these facilities to be completed and fully operational by the time students return from winter break. This approach ensures that adequate restroom access is maintained throughout the duration of Phase 2 construction in the West F.A.C.E. Building. Phase 1 scope encompasses the renovation of the existing Men's and Women's Restrooms, as well as Restroom 29A—a single-occupancy restroom—located in the East F.A.C.E. Building. The scope includes but is not limited to the demolition of existing interior elements, including the removal of flooring and concrete slabs. All finishes will be replaced, and new ceilings, doors, plumbing fixtures, restroom accessories and lockers will be installed.
Phase 2 scope involves the renovation of Restrooms 06 and 07, along with the

PROPOSED SOLUTION:

RESPONSE REQUIRED BY DATE: As soon as possible, please.

RESPONSE:

REFER TO INSTRUCTION BULLETIN NO. ATTACHED.

ADDITIONAL/OTHER RESPONSE:

RESPONSE DATE:

For clarification: Phase 1 will consist if the areas designated as "Locker Rooms" as defined on detail 1 on sheet A-202 and "Restroom 29A" defined on detail 1 on sheet A-203. Along with all accompanying plans and details.
phase 2 will consist of "Rest Room 06 & 07" as defined on detail 2 on sheet A-203 and "Womens Restroom" as defined on detail 1 on sheet A-204. Along with all accompanying plans and details.

RESP. BY: Kirk D. Bennett
PHONE #: (951) 444-5456

OF: 19six Architects
EMAIL: kbennett@19six.com

09-CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated _____, in the County of _____, State of California, is by and between the KERN COMMUNITY COLLEGE DISTRICT ("OWNER") and ("CONTRACTOR").

For the consideration stated in this Agreement, OWNER and CONTRACTOR agree as follows:

1. Contract Documents. The complete Agreement includes all of the Contract Documents as defined in the General Conditions and any other documents comprising any portion of the bid package, and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this Agreement. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Scope of Performance. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services described in the Contract Documents and required for construction of _____.

All of the work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and all provisions of the Contract Documents as defined above. CONTRACTOR shall be liable to OWNER for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of OWNER, the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Contract Documents, and unless CONTRACTOR protests at the time of the alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Contract Documents. The protest shall not be effective unless reduced to writing and filed with OWNER within three working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Contract Documents.

3. Contract Price. Subject to any additions or deductions as provided in the Contract Documents, as full consideration for the faithful performance of the contract OWNER shall pay to CONTRACTOR the sum of \$ _____.

4. Construction Period. The work shall be commenced on or before the 5th day after receiving OWNER's Notice to Proceed and shall be completed within 100 consecutive calendar days from the date specified in the Notice to Proceed.

5. Liquidated and Other Damages. All work must be completed within the time limits set forth in the Contract Documents. If the work is not completed in accordance with the time limits set forth in this Agreement, in accordance with Government Code Section 53069.85, CONTRACTOR shall pay to OWNER as fixed and liquidated damages, and not as a penalty, the sum of \$250.00 for each calendar day of delay until work is completed and accepted.

Detailed requirements concerning liquidated damages and other damages which may be assessed if CONTRACTOR fails to complete the project within the time period provided in this Agreement are contained in the General Conditions.

6. Insurance. Prior to commencing the work, CONTRACTOR shall take out and maintain during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain all insurance as required in the General Conditions.

7. Substitution of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to CONTRACTOR. OWNER retains the sole discretion to approve the bank selected by CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, CONTRACTOR may request OWNER to make payment of earned retentions directly to the escrow agent at the expense of CONTRACTOR. Also at CONTRACTOR's expense, CONTRACTOR may direct investment of the payments in securities, and CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by escrow agent from OWNER pursuant to the terms of Section 22300. Not later than 20 days after receipt of such payment, CONTRACTOR shall pay to each subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure performance of CONTRACTOR.

8. Corporate Status and Authorization. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____, whose title is _____, is authorized to act for and bind the corporation.

9. Posting. Contractor shall be responsible to post job site notices prescribed by Title 8 CCR § 16451 (d) pertaining to prevailing wage monitoring by the Department of Industrial Relations.

10. Entire Agreement. This Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to construction of the project. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The Agreement can only be modified by an amendment in writing, signed by both parties and approved by action of OWNER's governing board or other governing body.

11. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

13. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding its conflict of laws rules.

The parties have executed this Agreement by the signatures of their authorized representatives effective the date indicated above.

DISTRICT

CONTRACTOR

By: _____
Signature

*By: _____
Signature

Print Name Above

Print Name Above

Print Title Above

Print Title Above

[Continued on Following Page]

***[CORPORATE SEAL OF
CONTRACTOR, if a corporation]***

Contractor's License No.

Tax ID/Social Security No.

DIR Registration No.

***Important Notice:** Labor Code § 1771.1(a) provides that “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.” Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.



Construction & Facilities Planning Dept.
2100 Chester Avenue, Room 201
Bakersfield, CA 93301
Ph (661) 336-5174, Fax (661) 336-5185

Bakersfield College
SMSR 2022-23 Restroom Upgrades F.A.C.E. Building – Phase II
Plan Holder List

Name(Print)	Company	Phone #	E-Mail
1. _____	BidAmerica		planroom@bidamerica.com
2. <u>Bob Davis</u>	McMurtrey Lince, Inc.	(661)321-9130	bdavis@McMurtreyLince.com
3. <u>Marilupe Chavez</u>	JCJ Chavez	(760)375-2802	marilupe@jcichavez.com
4. <u>Lake Edgmon</u>	Kern County Builders Exchange	(661)324-4921	admin@kcbex.com
5. <u>Brenna Mathis</u>	Black/Hall Construction	(661)763-3818	BHC@blackhallconstruction.com
6. <u>Gelar Constantinopla</u>	Dodge Construction Network	(844)326-3826	Gelar.Constantinopla@construction.com
7. <u>Linette Ojeda</u>	JTS Construction	(661)835-9270	estimating@jtsconstruction.com



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Bakersfield College
SMSR 2022-23 Restroom Upgrades F.A.C.E Building – Phase II
Job Walk Sign-In Sheet – 1/28/26 @ 10:00 a.m.

Name(Print)	Company	Phone #	E-Mail
1. <u>Leeo Whisenant</u>	<u>Old Ironsides Const</u>	<u>661.394.0234</u>	<u>leeo@old-ironsides.co</u>
2. <u>PAUL WALADON</u>	<u>PHILLIPS MECH & PLUMBING</u>	<u>661-784-9246</u>	<u>pwaladon@phillipsmech.ca</u>
3. <u>PAUL SINGH</u>	<u>DGM BUILDS INC</u>	<u>2097157600</u>	<u>PAUL@DGMBUILDSINC.COM</u>
4. <u>Kyle Valencia</u>	<u>Aventus NV</u>	<u>661-345-9689</u>	<u>Kyle.Valencia@AventusNV.co</u>
5. <u>LARRY PERITT</u>	<u>Bowen EDC</u>	<u>559-253-7424</u>	<u>office@bowenedc.com</u>
6. <u>Jose Salinas</u>	<u>Home Design Solution Inc.</u>	<u>661-201-1780</u>	<u>homedesignsolutioninc@gmail.com</u>
7. _____			
8. _____			



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2100 Chester Avenue, Room 201
Bakersfield, CA 93301
Ph (661) 336-5174, Fax (661) 336-5185

Bakersfield College
SMSR 2022-2023 Restroom Upgrades FACE Building- Phase II
Job Walk Sign-In Sheet 1/28/25 @ 10:00 A.M.

	Name(Print)	Company	Phone #	E-Mail
1.	GLENN BLACK	B.H.C.I.	661-7633818	BHCEBLACKHALLCONSTRUCT@ICORR
2.	Andrew Avalos	Skycon	661-8892585	andrew@skyconelectric.com
3.	Salvador Becerra	Ken W Smith C.	702-622-0200	ken@kwsmithco.com
4.	Kandyla Davis	McDaniels Construction	661-214-5860	Kdavis@mcDanielsConstruction.us
5.	NATHAN JOHNSON	GENESTS PLUMB.	760 614 5985	GENESTS PLUMBING SERVICES122@Gmail.com
6.	Jason Chavez	JCJ Chavez Construction	760-375-2802	info@jcjchavez.com
7.				
8.				
9.				
10.				

ADDENDUM ACKNOWLEDGEMENT

The bidder or proposer must complete and sign this form and submit it with each bid or proposal.

Project Name: **Bakersfield College SMSR 2022-23 Restroom Upgrades F.A.C.E. Building – Phase II**

The undersigned hereby acknowledges receipt of the Addendum and has taken the information contained therein into full consideration in the formulation of each bid or proposal.

Company Name: _____

Printed Name: _____

Signature: _____ Date: _____