

September 1, 2026

Contract No.: CS26-0001
Project ID.: 250736PRJBoard of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, California 93301

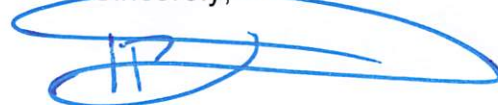
**IDENTIFY APPARENT LOW, RESPONSIVE, AND RESPONSIBLE BID AND
APPROVE CONTRACT NO. CS26-0001, WITH DERRICK D. ENTERPRISE, INC.,
FOR POTOMAC PARK REVITALIZATION PROJECT; (S.D. #5)
(Fiscal Impact: \$5,900,500; Budgeted; Discretionary)**

Attached is the list of bidders for the above referenced project. This department has reviewed the bids received, which were opened on July 14, 2026, and the apparent low bidder is Derrick D. Enterprise, Inc., with a base bid in the amount of \$5,900,500. The contract documents for the above reference project are on file at the Clerk of the Board's office. Your Board approved the plans and specifications on May 12, 2026. Sufficient funds have been budgeted for this project. County Counsel has approved the contract as to form.

In general, this project consists of, but is not limited to, the construction of a restroom building, alterations to the existing group picnic area alterations, shade sails, splash pad, dog park, pavilion, basketball courts, soccer field, landscaping, lighting, and accessible walkways and parking.

Therefore, IT IS RECOMMENDED that your Board: 1) identify the apparent low, responsive, and responsible bid; 2) approve the contract; 3) authorize the Chief General Services Officer or designee to sign; and 4) authorize General Services to release all other bid guarantees.

Sincerely,

Michelle Burns-Lusich
Chief General Services Officer

MBL:BP:nr:th:yz
cc: County Administrative Office
MDP/File
Derrick D. Enterprise, Inc., PO Box 70093, Bakersfield, CA 93387

General Services Department
Construction Services Division
Bid Opening Information

Bid Results:

herreratr@kerncounty.com
veraj@kerncounty.com

POTOMAC PARK REVITALIZATION
CS26-0001
Construction Budget: \$4,600,000

	CONTRACTOR	Received	Base Bid	Alt #1 Remove existing property line fence and install CMU	Alt #2 Remove existing property line fence and install Chain Link Fence	Alt #3 Install Swing Set	Alt #4 Install shade structures A & B	Bid Bond	Sub List	AD #1 & 2	AD #3 & 4	AD #5
1	Derrick D. Enterprise, Inc.	7/14/26 @10:43 am	\$5,900,500.00 ①	\$185,000.00	\$72,500.00	\$151,000.00	\$85,000.00	☒	☒	☒	☒	☒
2	Vortex Construction	7/14/26 @10:45 am	\$7,952,760.00	\$361,405.75	\$67,372.03	\$254,745.78	\$118,157.16	☒	☒	☒	☒	☒
3	Proffitt Construction DBA Suoperior Construction	7/14/26 @10:45 am	\$6,996,000.00 ③	\$360,000.00	\$110,000.00	\$100,000.00	\$200,000.00	☒	☒	☒	☒	☒
4	JTS Construction	7/14/26 @10:49 am	\$6,362,500.00 ②	\$252,500.00	\$42,000.00	\$113,500.00	\$107,500.00	☒	☒	☒	☒	☒
5	SW Construction Inc.	7/14/26 @10:57 am	\$7,328,314.81	\$273,502.00	\$45,500.00	\$94,753.00	\$87,928.00	☒	☒	☒	☒	☒
6								☐	☐	☐	☐	☐
7								☐	☐	☐	☐	☐
8								☐	☐	☐	☐	☐
9								☐	☐	☐	☐	☐
10								☐	☐	☐	☐	☐
11								☐	☐	☐	☐	☐

**DOCUMENT 00 5200
AGREEMENT**

THIS AGREEMENT, dated this _____, is by and between Derrick D. Enterprise, Inc., whose place of business is located at 3501 Edison Hwy, Ste B, Bakersfield, CA 93307 ("Contractor"), and the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California

WHEREAS, in consideration for the promises and payment to be made and performed by County, and under the conditions expressed in the incorporated Bid Proposal (Bid), bonds and related papers, Contractor agrees to do all the work and furnish all the materials at the expense of Contractor (except such as the Specifications state will be furnished by County) necessary to construct and complete in a good and workmanlike manner to the satisfaction of the County Administrative Officer of General Services Division of the County Administrative Office all the work shown and described in the plans and specifications for the project known as:

POTOMAC PARK REVITALIZATION – CS26-0001

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum of Five Million Nine Hundred Thousand Five Hundred Dollars and Zero Cents (\$5,900,500.00) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed (Commencement Date).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Final Completion of the entire Work [220] Working Days from the Commencement Date.

ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner two thousand dollars (\$2,000.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0101	Title Page
Document 00 1113	Notice to Contractors
Document 00 2113	Instruction to Bidders
Document 00 3100	Geotechnical Data and Existing Conditions
Document 00 4100	Bid Form
Document 00 4412	Bidder Information Form
Document 00 4430	Subcontractors List
Document 00 4452	Non-Collusion Declaration
Document 00 4453	Iran Contracting Act Certification
Document 00 4455	Bidder Certifications
Document 00 5199	Proposed Contract Documents Transmittal
Document 00 5200	Agreement
Document 00 5590	Release of Claims
Document 00 6001	Construction Performance Bond
Document 00 6002	Construction Labor and Material Payment Bond
Document 00 6003	Guaranty
Document 00 6200	Withheld Contract Funds Certification
Document 00 7200	General Conditions
Document 00 7280	Apprenticeship Programs
Document 00 7300	Supplementary Conditions – Insurance
Master Specifications	Divisions 01 through 52
Drawings	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 5 - MISCELLANEOUS

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4216 (Definitions) and will have the meaning indicated therein.
- 5.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California

Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 5.05 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

IN WITNESS WHEREOF the parties have executed three original Agreements on the day and year first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:
GENERAL SERVICES DIVISION OF THE
COUNTY ADMINISTRATIVE OFFICE

CONTRACTOR:

Derrick D Enterprise, Inc

Firm's Name

By

Bill Potter, Deputy Chief General Services
Officer

Corporation

Type of Entity

(Corporation, partnership, sole proprietorship)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By


Signature

By

Brian Van Wyk, Deputy County Counsel

Derrick Dickerson

Typed Name

President

Title of Individual Executing Document on behalf of Firm

COUNTY OF KERN

By

Michelle Burns-Lusich,
Chief General Services Officer

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND ARE REGULATED BY CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.

END OF DOCUMENT