



Tehachapi Valley
Recreation & Park District

**TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CA 93561**

**REGULAR BOARD MEETING
TUESDAY, AUGUST 18, 2015, 5:30 P.M.**

BOARD OF DIRECTORS

CRAIG MIFFLIN, CHAIRPERSON
PAULETTE RUSH, VICE-CHAIRPERSON
GAYLE STEWART, DIRECTOR
BRIAN DUHART, DIRECTOR
MARY LOU CORPUS-ZAMUDIO, DIRECTOR

A G E N D A

1. FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENTS

The Tehachapi Valley Recreation and Park District Board of Directors welcome public comments on any items within the subject matter jurisdiction of the District. We respectfully request that this public forum be utilized in a positive and constructive manner. Items addressed during Public Comment section are generally matters not included on the posted agenda and therefore the Board will take no action at this meeting. Such items, however, may be added to future meeting's agenda. Speakers are limited to two (2) minutes. Please state your name or organization represented, if any, before making presentation. Thank you.

4. CONSENT CALENDAR

All items listed on the Consent Calendar shall be considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board or a member of the audience request specific items to be removed from the Consent Calendar for separate action.

- A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3)
- B. Approval of Minutes from the Regular Board Meeting held July 21, 2015 (Pages 4-8)
- C. Approval of the Meadowbrook Park Front-End Specifications (Pages 9-88)

- D. Approval to Purchase Meadowbrook Park Sign in an Amount not to Exceed \$4,515.00 (Pages 89-90)
- E. Approval of the Agreement Between Tehachapi Valley Recreation and Park District and Tehachapi Mountain Trails Association, Resolution #11-15 (Pages 91-111)
- F. Approval to Purchase a UV Filtration System for Dye Natatorium Facility in an Amount not to Exceed \$32,557.90. (Noting that the 2015 Kaiser Grant awarded to the District in the amount of \$25,000.00 will be used to go toward this purchase.) (Page 112)

5. RECREATION SUPERVISOR REPORT

6. MAINTENANCE FOREMAN REPORT

7. DISTRICT MANAGER REPORT

8. FINANCIAL REPORT

9. AGENDA ITEMS

- A. Approval of the Preliminary Financial Reports for July 2015 – Discussion/Approval (Pages 113-122)
- B. Tehachapi Valley Recreation and Park District's Final Five Year Budget for Fiscal Years 2015/16, 2016/17, 2017/18, 2018/19, and 2019/20 - Discussion/Adoption
 - 1. Public Hearing
 - 2. Adoption of the Tehachapi Valley Recreation and Park District's Final Five Year Budget for Fiscal Years 2015/16, 2016/17, 2017/18, 2018/19, and 2019/20.- Discussion/Adoption, Resolution #12-15 (Pages 123-161)

10. BOARD OF DIRECTORS' TIME

Opportunity for the Board to comment on items not listed on the agenda.

11. OTHER BUSINESS

12. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on September 15, 2015.



Tehachapi Valley

Recreation & Park District

CERTIFICATE OF POSTING AGENDA

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the August 18, 2015, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, August 14, 2015, at 12:00 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at www.tvrpd.org

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 14th day of August 2015.

Dated this 14th day of August 2015.

Carrie Champlin

Carrie Champlin

Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY JULY 21, 2015, 5:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Mifflin at 5:30 P.M.

BOARD MEMBERS:

Craig Mifflin, Chairperson
Paulette Rush, Vice-Chairperson
Gayle Stewart, Director
Brian Duhart, Director
Mary Lou Corpus-Zamudio, Director

ALSO PRESENT:

Matt Young, TVRPD District Manager
Pat Osborn, Clifford and Brown Law
LeAnn Williams, TVRPD Recreation Supervisor
Nolan Ferdinand, TVRPD Maintenance Foreman
Seth Carroll, TVRPD Recreation Coordinator
Corey Torres, TVRPD Aquatics Manager
Steve Hansen, TMTA
Ida Perkins, Tehachapi Chamber of Commerce
Greg Garrett, Manager City of Tehachapi
Claudia Elliot, Tehachapi News
Mike & Sharon Walsh
Carrie Champlin, Clerk of the Board

1. **FLAG SALUTE:** Director Stewart led the Flag Salute.
2. **ROLL CALL:** Vice-Chairperson Rush was absent.
3. **PUBLIC COMMENTS:** Mr. Mike Walsh stated that the comments made this evening were covered by labor code section 1102.5. Mr. Walsh also stated that he believes this labor code was violated by TVRPD staff. Mr. Walsh stated that he had sent an email to TVRPD staff and Board members on February 22, 2015 addressing his concerns regarding working conditions. Mr. Walsh asked the Board if his concerns had been addressed by the Board. Mrs. Sharon Walsh gave each Board member an envelope.
City of Tehachapi Manager Greg Garrett thanked TVRPD for their participation in the Fourth of July Festival.

4. CONSENT CALENDAR

Director Stewart asked for item "G" to be removed from the Consent Calendar.

A. Secretary Declaration of Posting of Agenda 72 hours in Advance of Meeting

Declaration by the Clerk of the Board of Directors that the agenda was posted at least 72 hours in advance of meeting. BOARD APPROVED SECRETARY DECLARATION.

Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio

Noes: None. Motion carried.

Absent: Rush

- B. Approval of Minutes from the Regular Board Meeting held June 16, 2015.**
Request by Clerk of the Board of Directors to approve the minutes from the June 16, 2015 Regular Board Meeting. BOARD APPROVES MINUTES.
Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush
- C. Approval of the Plaque in Honor of Debra A. Knowles Years of Service to the District.**
Request by District Manager Young of the Board of Directors to approve the plaque in honor of Debra A. Knowles years of service to the District. BOARD APPROVES THE PLAQUE IN HONOR OF DEBRA A. KNOWLES.
Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush
- D. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2015 Mountain Festival, Resolution #5-15.** Request by District Manager Young of the Board of Directors to approve the contract between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2015 Mountain Festival, Resolution #5-15. BOARD APPROVES RESOLUTION #5-15.
Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush
- E. Approving District Manager to Spend an Amount Not to Exceed \$22,186.62 for the Purchase of One Vehicle for use in the Maintenance Department, Resolution #6-15.** Request by District Manager Young of the Board of Directors to approve the District Manager to spend an amount not to exceed \$22,186.62 for the purchase of one vehicle for use in the Maintenance Department. Resolution #6-15. BOARD APPROVES RESOLUTION #6-15.
Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush
- F. Approving District Manager to Spend and Amount Not to Exceed \$15,570.88 for the Purchase of an Automated Pay Station/Permit Machine from Pacific Parking Systems, Inc. for installation at Brite Lake, Resolution #7-15.** Request by District Manager Young of the Board of Directors to approve the District Manager to spend an amount not to exceed \$15,570.88 for the purchase of an automated pay station/permit machine from Pacific Parking Systems, Inc. for installation at Brite Lake, Resolution #7-15. BOARD APPROVES RESOLUTION #7-15.
Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush

G. Item “G” removed from the Consent Calendar.

Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio

Noes: None. Motion carried.

Absent: Rush

H. Approving District Manager to Spend and Amount Not to Exceed \$26,562.51 for the Purchase of Park Enhancement Materials from Kings River Casting, Inc. for Installation at District Office and Meadowbrook Park, Resolution #9-15.

Request by District Manager Young of the Board of Directors to approve District Manager to spend and amount not to exceed \$26,562.51 for the purchase of park enhancement materials from Kings River Casting, Inc. for Installation at District Office and Meadowbrook Park, Resolution #9-15. BOARD APPROVES RESOLUTION #9-15.

Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio

Noes: None. Motion carried.

Absent: Rush

I. Authorizing the Treasurer of the County of Kern to Transfer Funds in its Custody for Meeting the Obligations Incurred for the Maintenance and Operations of the District – Tehachapi Valley Recreation and Parks District is Requesting a Property Tax Advance in the Amount of \$400,000.00, Resolution #10-15.

Request by District Manager Young of the Board of Directors to authorize the Treasurer of the County of Kern to transfer funds in its Custody for meeting the obligations incurred for the maintenance and operations of the District – Tehachapi Valley Recreation and Parks District is requesting a property tax advance in the amount of \$400,000.00, Resolution #10-15. BOARD APPROVES RESOLUTION #10-15.

Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio

Noes: None. Motion carried.

Absent: Rush

5. RECREATION SUPERVISOR REPORT

Recreation Supervisor LeAnn Williams gave the report.

- Introduced new Recreation Coordinator Seth Carroll
- Introduced new Aquatics Manager Corey Torres
- Corey Torres will start his internship in the fall.
- Movies in the Park: Alta One “Bring Your Furry Friend Night”. Movie will be Mr. Peabody & Sherman Friday July 24, 2015.
- Music in the Park: “Super Kids Music Show” Saturday July 25, 2015.
- Tehachapi Oldtimers Reunion Sunday August 2, 2015. Three hundred preregistered.
- Pool survey conducted for the Swim Lesson program. Ninety Five percent said they would recommend the program.
- Aspen Builders has agreed to partner with the District and has allocated \$120,000.00 to the renovation of West Park Activity Center gym floor. Williams presented the Board with examples of what the floor will look like with the sponsorship logos.

6. MAINTENANCE FOREMAN REPORT

Interim Maintenance Foreman Nolan Ferdinand gave the report.

- Central Park: Concrete pad for the shade structure is complete.
- District Office: ADA doors installed.
- New alarm systems installed at all facilities. New systems have 3G technology and will eliminate the long distance fees associated with the old security system.

- New maintenance phones ordered. New cellular plan will reduce costs. Cell phones will have tracking systems.
- Applications received for Groundskeeper I. Interviews will take place next week.

7. DISTRICT MANAGER REPORT

District Manager Matt Young gave the report.

- District Manager Young and Director Stewart will attend the Kaiser Permanente Community Benefits Grant Awards Banquet on July 22, 2015 where the District will be awarded \$25,000.00.
- District Manager Young thanked staff for their hard work.

8. FINANCIAL REPORT

Administrative Assistant Carrie Champlin gave the report.

9. AGENDA ITEMS:

A. Approval of the Preliminary Financial Reports for June, 2015.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR JUNE, 2015.

**Corpus-Zamudio - Stewart: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush**

B. Scheduling of the September and October Regular Board Meetings of the Tehachapi Valley Recreation and Park District.

BOARD APPROVES THE TWO RESCHEDULED DATES OF SEPTEMBER 22, 2015 AND OCTOBER 13, 2015, FOR THE REGULAR BOARD MEETINGS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT.

**Duhart - Stewart: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush**

C. Approving District Manager to Spend and Amount Not to Exceed \$13,994.09 for the Purchase of a Misting Station and Drinking Fountains from Most Dependable Fountains for Installation at Meadowbrook Park, Resolution #8-15.

Director Stewart stated that she and her husband Russ Stewart would like to donate money to the Tehachapi Parks Foundation to purchase one additional drinking fountain to be installed at the Meadowbrook Park Pump Track. Request by District Manager Young of the Board of Directors to approve the District Manager to spend an amount not to exceed **\$13,994.09** for the purchase of a misting station and drinking fountains from Most Dependable Fountains for installation at Meadowbrook Park with the stipulation that the cost of one drinking fountain will be reimbursed to the District with the donation made by Mr. and Mrs. Stewart to the Tehachapi Parks Foundation, Resolution #8-15
BOARD APPROVES RESOLUTION #8-15.

**Duhart - Corpus-Zamudio: Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio
Noes: None. Motion carried.
Absent: Rush**

10. CLOSED SESSION: ADJOURNED TO CLOSED SESSION AT 6:04 P.M.

Stewart - Duhart; Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio

Noes: None. Motion carried.

Absent: Rush

- A. District Manager performance evaluation per GOVERNMENT CODE SECTION 54957 (b)(1).

Reconvened from closed session at 6:19 P.M.

Report on Closed Session:

Action Taken: The Board vote was 4-0 with Vice-Chairperson Rush being absent to accepted District Manager Young's resignation. Mr. Young has accepted a position in Gulf Shores Alabama. Mr. Young's last day will be August 27, 2015. Chairperson Mifflin thanked Mr. Young for his work over the past 2 ½ years and stated that he is sad to see him go but is excited for his future endeavors. Chairperson Mifflin stated that a nationwide search will begin immediately for the District Manager position.

Chairperson Mifflin appointed the Ad Hoc Committee for the hiring of the District Manager position as follows: TVRPD Chairperson, TVRPD Director, City of Tehachapi Manager, and Director of Kern County Parks and Recreation.

Stewart - Duhart; Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio

Noes: None. Motion carried.

Absent: Rush

11. BOARD OF DIRECTORS TIME:

Director Corpus-Zamudio directed District Manager Young to respond to Mr. Walsh. Director Corpus Zamudio reported that she attended the CSDA Board Member Basics & Ethics Compliance workshop on July 17, 2015 and received her Board Member Basics Certificate of Completion and Ethics AB 1234 Compliance Certificate of Completion. Director Corpus-Zamudio thanked the City of Tehachapi for holding the CSDA training course at the Tehachapi Police Station meeting room. Director Stewart stated that Mr. Young has done an amazing job and wished him well in his future. Director Duhart stated that he has enjoyed working with Mr. Young and thanked him for his work.

12. OTHER BUSINESS: None.

13. ADJOURNMENT:

Having no further business the meeting was adjourned at 6:35 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on August 18, 2015.

Duhart - Stewart; Ayes: Mifflin; Stewart; Duhart; Corpus-Zamudio

Noes: None. Motion carried.

Absent: Rush

Respectfully Submitted,

Carrie Champlin

Carrie Champlin, Clerk of the Board

**TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
CONTRACT DOCUMENTS
FOR
MEADOWBROOK PARK IMPROVEMENTS PROJECT**

Bid Opening: _____, 2015, ____ p.m. @ TVRPD

**Tehachapi Valley Recreation & Park District
490 West D Street
Tehachapi, CA 93581**

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NOTICE INVITING SEALED PROPOSALS (BIDS)
FOR
MEADOWBROOK PARK IMPROVEMENTS PROJECT: PHASE I

NOTICE IS HEREBY GIVEN that the Tehachapi Valley Recreation and Park District invites and will receive sealed proposals (bids) up to the hour of 3:00 p.m. on **Day, Month #, 2015**, for the furnishing to said District of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work. At said time, said proposals will be publicly opened and read aloud at the Engineer's office,

Quad Knopf, Inc.
901 E. Main Street
Visalia, CA 93292

Bids shall conform to and be responsive to the Contract Documents for the work. Copies of the Contract Documents are on file and may be examined at the office of Quad Knopf, Inc. located at 901 E. Main Street, Visalia, California 93309. Copies may be purchased at the Engineer's office for \$75.00 per set, which will be nonrefundable. No bid will be received unless it is made in a proposal furnished by Quad Knopf, Inc.

General Description of Work

The work to be done consists in general of the reconstruction of an existing park, complete with new landscaping, an irrigation system, lighting, sidewalks, drinking facilities, storm drainage, water services, a misting station area, and a playground area, not specifically mentioned herein that are required by the Plans, Standard Specifications, and Special Provisions to be performed, placed, constructed, or installed.

Engineers' Estimate Range: \$461,245.00

Seal the bid in an envelope addressed to:

TEHACHAPI VALLEY RECREATION & PARK DISTRICT
c/o Quad Knopf, Inc.
Attn: Mike Ratajski
901 E. Main Street
Visalia, CA 93292

Envelope shall have it clearly marked in large letters:

**"BID FOR
MEADOWBROOK PARK IMPROVEMENTS PROJECT: PHASE I
DO NOT OPEN UNTIL BID OPENING AT 3:00 P.M. ON , DAY, MONTH #, 2015"**

CONTRACT REQUIREMENTS

Each bid shall be submitted on the form furnished in the Contract Documents and must be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, or substitute pursuant to Section 995.710 of the Code of Civil Procedure, in an amount not less than 10% of the amount of the bid, made payable to the order of or for the benefit of the District. The security of unsuccessful bidders will be returned by the District no later than 60 days following the date of award. Each bid shall be sealed and delivered to the District at the location designated in this notice for the opening of proposals at or before the time provided in this notice. The check or bond or substitute shall be given as security that the bidder will enter into a contract with the District and furnish the required payment and performance bonds, or substitutes in lieu thereof, and certificates of insurance and endorsements if awarded the work, and will be declared forfeited if the bidder refuses to timely enter into said contract or furnish the required bonds or substitutes, or certificates of insurance and endorsements if his bid is accepted.

Pursuant to Section 9550, et seq. of the Civil Code, a payment bond is required for a public works contract involving an expenditure in excess of \$25,000.

The project is a public work and shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Tehachapi Valley Recreation and Park District has obtained from the Director of the California Department of Industrial Relations a determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which said is to be performed for each craft, classification, or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the contract. Such rates of wages are on the file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship or other training programs authorized by Section 3093 to the extent that the cost of training is reasonably related to the amount of the contributions, all other purposes set forth in Section 1773.1 of the Labor Code, and similar purposes applicable to the work to be done. Copies of prevailing rate of per diem wages are on file at Tehachapi Valley Recreation and Park District's principal office and shall be made available to any interested person upon request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Contractor must possess a state license that is current, active and in good standing as well as no disbarment from working on public work projects. The State's Prevailing Wage Determinations can also be found at <http://www.dir.ca.gov/dlsr/dprevagedetermination.htm>.

Pursuant to Public Contract Code Section 1771.1, 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 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

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract. The District reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The District shall also be entitled to charge an administrative fee, as determined by District in its sole discretion, for substituting equivalent securities for retention amounts. The District's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the District. The District shall be entitled, at any time, to request the deposit of additional securities of a value designated by District, in District's sole discretion, to satisfy this requirement. If the District does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, District shall be entitled to withhold amounts due Contractor until securities of satisfactory value to District have been received.

The Contractor's license classification(s) required for this project are as follows:

California Contractor's License - Class A

This classification is provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the District's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both the drawings and the specifications.

The Greenfield County Water District reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded, to reject any and all bids, and to waive any and all irregularities in any bid.

Each bidder is required to sign the attached Noncollusion Affidavit and submit it with its bid.

Dated: _____

Joel Joyner, RCE 53350
Project Engineer

BID FORM
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
FOR THE
MEADOWBROOK PARK IMPROVEMENTS PROJECT

NAME OF BIDDER _____
BUSINESS P.O. BOX _____
STATE, ZIP _____
BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)
STATE, ZIP _____
TELEPHONE NO: AREA CODE () _____
FAX NO: AREA CODE () _____
CONTRACTOR LICENSE NO. _____

TO THE GOVERNING BODY OF THE
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda Nos.____, _____, _____, and _____, for the prices hereinafter set forth.

The Board Members of the Tehachapi Valley Recreation & Park District reserve the right to reject any and all bids, and to waive any and all irregularities in any bid.

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto and the contract annexed hereto.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, and that discretion will be exercised in the manner deemed by the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT to best protect the public interest in the prompt and economical completion of the work. The decision of the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the Public Contract Code, with surety satisfactory to the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT that the contract has been awarded, the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein

prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

Schedule of Work Items
Tehachapi Valley Recreation and Park District

Meadowbrook Park Improvements Project

BASE BID

Item No.	Quantity	Unit	Item Description (Unit Cost in Words)	Unit Price (Figures)		Total Price
1	1	LS	Mobilization/Demobilization @ _____ Dollars Per Lump Sum Amount	\$	/ LS \$	
2	1	LS	Welded Steel Water Tank, Foundation, Grading, Piping, Fittings, Concrete and all Related Appurtenances Complete and in Place @ _____ _____ _____ Dollars Per Lump Sum Amount	\$	/ LS \$	

Total amount of **Base Bid** (written in words) is: _____
 _____ Dollars and _____
 Cents.

ADDITIVE ALTERNATE 1

Item No.	Quantity	Unit	Item Description (Unit Cost in Words)	Unit Price (Figures)		Total Price
3	1	LS	Grading of existing Retention Basin and Rock Slope Protection Complete and in place @ _____ _____ _____ Dollars Per Lump Sum Amount	\$	/ LS \$	

Total amount of **Additive Alternate 1** (written in words) is: _____
 _____ Dollars and _____
 Cents.

Grand total amount of Base Bid & Additive, Alternate 1 - Items 1 through 3 (written in words) is: _____

_____ Dollars and _____ Cents.

***Mobilization shall not exceed 5% of the total Base Bid.**

- A. Contract selection will be determined based on lowest responsible bidder for the **total of the base bid** only.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

BID SUMMARY

BASE BID = \$ _____

ADDITIVE ALTERNATE No.1 = \$ _____

TOTAL BID = \$ _____

Signature of Bidder

Date

The bids will be evaluated and a determination of the lowest responsive bidder, who has substantially met the bid requirements, will be made based on the total of the **BASE BID**.

List the name of the person who inspected the site of the proposed work for your firm:

_____. Date of Inspection: _____

As required by Section 4100-4107 of the Public Contract Code, the Contractor bidding shall hereinafter list the subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office, state contractor's license number of each:

DESCRIPTION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR	CONTRACTOR'S LICENSE NUMBER	PERCENTAGE OF TOTAL PROJECT

The bidder's attention is direction to Section 6-1 of the General Provisions.

ACCOMPANYING THIS PROPOSAL IS _____ (insert the words "bidder's bond," "cashier's check," "certified check," or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of the bid, payable to the

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the District in case this proposal is accepted by the District and the undersigned fails to execute a contract with the District as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the District be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay District's reasonable attorneys' fees, incurred with or without suit.

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal.

The names of all persons interested in the foregoing proposals as principals are as follows:
 (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor's applicable license numbers (add pages if needed):

<u>Contractor's License No.</u>	<u>Expiration Date</u>	<u>Classifications(s)</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the District by a contractor who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature and Title of Bidder:

Dated: _____, 20__.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

**INFORMATION REQUIRED OF BIDDER
GENERAL INFORMATION**

The bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required.

(1) Number of years as a contractor in construction work of this type: _____

(2) Names and titles of all officers of contractor's firm: _____

(3) Name of person who inspected site of proposed work for your firm: _____

Date of Inspection: _____

(4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: _____

(5) ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent.

(6) List three projects completed as of recent date involving work of similar type and complexity:

Project: _____

Contract Price: _____

Name, address and telephone number of owner: _____

Project: _____

Contract Price: _____

Name, address and telephone number of owner: _____

Project: _____

Contract Price: _____

Name, address and telephone number of owner: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Bidder

BID BOND

We, _____ as Principal,
and _____ as Surety, jointly and severally,
bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

(herein called District) for payment of the penal sum of _____

_____ Dollars (\$ _____), lawful money of the
United States. Principal has submitted the accompanying bid for the construction of

MEADOWBROOK PARK IMPROVEMENTS PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the District, at the price designated by his bid, and files two bonds with the District, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the District, and carries all insurance in type and amount which conforms to the Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the District from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred with or without suit.

Executed on _____, 20____

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

(name and address of Surety)

(name and address of Surety's agent for service of
process in California, if different from above)

(telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

AGREEMENT

THIS AGREEMENT, made and entered into by and between the

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

hereinafter referred to as "DISTRICT" and

[check appropriate line]:

_____ a corporation under the laws of the state of _____ and authorized to do business in the State of California;

_____ a partnership composed of _____

_____ a joint venture composed of _____

_____ an individual doing business as _____

hereinafter referred to as "CONTRACTOR."

DISTRICT and CONTRACTOR agree as follows:

- (1) SCOPE OF WORK: CONTRACTOR will furnish all materials and will perform all of the work for the construction of

MEADOWBROOK PARK IMPROVEMENTS PROJECT

in accordance with the plans and specifications and other contract documents therefore.

- (2) TIME FOR COMPLETION: The work shall be completed within the times set forth in the Special Provisions. Time is of the essence, and forfeiture due to delay will be assessed as provided for in the General Provisions.
- (3) CONTRACT SUM: DISTRICT will pay CONTRACTOR in accordance with the prices shown in the Bid Form.
- (4) PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions as modified by the Special Provisions. The filing of the notice of completion by DISTRICT shall be preceded by acceptance of the work made only by an action of the Governing Body of DISTRICT in session.
- (5) COMPLIANCE WITH PUBLIC CONTRACTS LAW: DISTRICT is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is

agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.

- (6) CONTRACT DOCUMENTS: The complete contract includes all the Contract Documents set forth herein, to wit: Notice Inviting Sealed Proposals (Bids), Bid Form, Agreement, Performance Bond, Payment Bond, Contractor's Certificate Regarding Workers' Compensation, Certificate of Insurance (Workers' Compensation and Employer's Liability), Insurance Endorsement (Workers' Compensation and Employer's Liability), Certificate of Insurance (Liability), Insurance Endorsement (Liability), Certificate of Insurance (Builders' Risk "All Risk"), Insurance Endorsement (Builders' Risk "All Risk"), General Provisions, Special Provisions, Standard Specifications, Drawings, Plans, and also addenda thereto and supplemental agreements.

This Agreement is executed by the DISTRICT pursuant to an action of its Governing Body in session on _____, 20____, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated: _____, 20____ By _____
(Authorized Representative of District)

Title: _____

Dated: _____, 20____ _____
(Contractor)

By _____
(Authorized Representative of Contractor)

(Seal if Corporation) Title _____

(Attach Acknowledgment for Authorized Representative of Contractor)

APPROVED:

(Attorney for District)

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the _____ [designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is _____; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-named entity.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

PERFORMANCE BOND

We, _____ as Principal,
and _____ as Surety, jointly and severally,
bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

(herein called District) for payment of the penal sum of _____

_____ Dollars (\$ _____), lawful money of the
United States. District has awarded Principal a contract for the construction of _____

MEADOWBROOK PARK IMPROVEMENTS PROJECT

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Executed in four original counterparts on

20__

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for DISTRICT)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND

We, _____ as Principal,
and _____ as Surety, jointly and severally,
bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

(herein called Owner) for payment of the penal sum of _____

_____ Dollars (\$ _____),
lawful money of the United States. District has awarded Principal a contract for the construction
of

MEADOWBROOK PARK IMPROVEMENTS PROJECT

If Principal or any of his subcontractors fails to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should District become a party to any action on this bond that, each will also pay District's reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in four original
counterparts on

_____, 20__

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for DISTRICT)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Description of Contract: TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
 MEADOWBROOK PARK IMPROVEMENTS PROJECT

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 20____ (Contractor)

By _____

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the District prior to performing any work under this contract.)

CERTIFICATE OF INSURANCE

Description of Contract: TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
 MEADOWBROOK PARK IMPROVEMENTS PROJECT

Type of Insurance: Workers' Compensation and
 Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Articles 8-1 and 8-2 of the General Provisions and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Insurance Company will give at least 30 days' written notice to the District and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER EXPIRATION DATE LIMITS OF LIABILITY

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$ _____ Each Accident

\$ _____ Disease -
Policy Limit

\$ _____ Disease -
Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

District and State

District and State

By _____
(Company Representative)

(SEE NOTICE ON PAGE 2)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

District and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

INSURANCE ENDORSEMENT

Description of Contract: TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
MEADOWBROOK PARK IMPROVEMENTS PROJECT

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company waives any right of subrogation it may acquire against the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced contract.

The additional premium for this endorsement shall be _____%* of the California Workers' Compensation premium otherwise due on such remuneration.

This endorsement does not increase the Company's total limits of liability.

_____ Named Insured (Contractor)	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ District and State	_____ District and State
	By _____ (Company Representative)

* - Contractor's insurance company to fill in this percentage.

NOTICE:

No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

CERTIFICATE OF INSURANCE

Description of Contract: TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
MEADOWBROOK PARK IMPROVEMENTS PROJECT

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued by the below-stated company in conformance with the requirements of Articles 8-1 and 8-3 of the General Provisions and are in force at this time:

<u>POLICY</u>	<u>EXPIRATION</u>	<u>LIMITS OF LIABILITY</u>
<u>NUMBER</u>	<u>DATE</u>	<u>In Thousands (000)</u>

	A.	GENERAL LIABILITY		
		General Aggregate	\$ _____	
		Products-Comp Ops		
		Aggregate	\$ _____	
		Personal and		
		Advertising		
		Injury	\$ _____	
		<u>Each Occurrence</u>		
		Fire Damage		
		(any one fire)	\$ _____	
		Medical Expense		
		(any one person)	\$ _____	
			<u>Each</u>	<u>Aggregate</u>
	B.	EXCESS GENERAL LIABILITY	<u>Occurrence</u>	<u>Aggregate</u>
			\$ _____	\$ _____
	C.	AUTOMOBILE LIABILITY		
		Bodily Injury		
		(Each Person)	\$ _____	
		Bodily Injury		
		(Each Accident)	\$ _____	
		Property Damage	\$ _____	
		Or		
		Bodily Injury and		
		Property Damage		
		Combined Single Limit	\$ _____	
			<u>Each</u>	<u>Aggregate</u>
	D.	EXCESS AUTOMOBILE LIABILITY	<u>Occurrence</u>	<u>Aggregate</u>
			\$ _____	\$ _____

The following types of coverage are included in said policies (indicate by "X" in space):

A. GENERAL LIABILITY

Commercial Form.....	YES___ NO___
Premises-Operations.....	YES___ NO___
Explosion and Collapse Hazard.....	YES___ NO___
Underground	YES___ NO___
Products/Completed Operations.....	YES___ NO___
Contractual Insurance	YES___ NO___
Broad Form Property Damage	YES___ NO___
Independent Contractors	YES___ NO___
Personal Injury and Advertising Injury	YES___ NO___

B. EXCESS GENERAL LIABILITY

Following Form	YES___ NO___
----------------------	--------------

C. AUTOMOBILE LIABILITY

Business Auto Form Including Loading and Unloading.....	YES___ NO___
Owned.....	YES___ NO___
Hired	YES___ NO___
Non-Owned.....	YES___ NO___

D. EXCESS AUTOMOBILE LIABILITY

Following Form.....	YES___ NO___
---------------------	--------------

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

The Insurance Company will give at least 30 days' written notice to the District and the Engineer/Architect prior to any cancellation of said policies.

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

District and State

District and State

By _____
(Company Representative)

(SEE NOTICE ON PAGE 4)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

District and State

Telephone Number

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have a "B+" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Rating.

INSURANCE ENDORSEMENT

Description of Contract: TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
MEADOWBROOK PARK IMPROVEMENTS PROJECT

Type of Insurance: Liability Insurance

This endorsement forms a part of Policy No. _____

ENDORSEMENT

The District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, and employees are included as additional insureds under said policy but only while acting in their capacity as such and only as respects operations of the named insured. This insurance shall not apply to an additional insured to the degree that the loss or damage is ultimately determined to be the result of the additional insured's negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications). The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

This endorsement does not increase the Insurance Company's total limits of liability.

_____ Named Insured (Contractor)	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ District and State	_____ District and State
By _____ (Company Representative)	

NOTICE:

No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be pro

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SECTION 1 DEFINITIONS, TERMS, AND ABBREVIATIONS

1-1 DEFINITIONS

Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

ACCEPTANCE, FINAL ACCEPTANCE - The formal action by the District accepting the work as being complete.

ACCEPTED BID - The bid (proposal) accepted by the District.

BIDDER - Any individual, partnership, corporation, joint venture, or other combination thereof submitting a proposal for the work contemplated, acting directly or through an authorized representative.

CONTRACT - The written agreement executed between the District and the Contractor covering the performance of the work.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other combination thereof who has entered into the contract with the District for the performance of the work. The term "Contractor" means the Contractor or his authorized representative.

CONTRACT DOCUMENTS - The contract documents set forth in the Agreement; also any and all supplemental agreements amending or extending the work contemplated. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

DAYS - Unless otherwise specified, days shall mean calendar days.

ENGINEER/ARCHITECT - The term "Engineer/Architect" means the consultant Engineer/Architect for the District or his authorized representative.

PLANS, DRAWINGS - The plans (drawings), or reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

SPECIAL PROVISIONS - Additions, deletions, supplements, and changes to the General Provisions and Standard Specifications.

SPECIFICATIONS - The directions, provisions, and requirements contained in the General Provisions and Standard Specifications as supplemented by the Special Provisions.

STANDARD SPECIFICATIONS - The contract documents identified or referenced as such.

SUBCONTRACTOR - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with the Contractor to perform any of the work at the site. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another subcontractor to perform any of the work at the site.

STANDARD DRAWINGS, STANDARD PLANS - That portion of the plans identified or referenced as such.

UTILITY - Public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

DISTRICT - The Tehachapi Valley Recreation and Park District. The term "District" means the District or its authorized representative.

DISTRICT'S REPRESENTATIVE - The person or firm authorized in writing by the District to represent it during the performance of the work by the Contractor. The District's Representative means the District's Representative or his assistants

WORK - Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

1-2 TERMS

Wherever the terms "required," "permitted," "ordered," "designated," "directed," "prescribed," or terms of like import are used, it shall be understood that the requirements, permission, order, designation, prescription, or direction of the District's Representative is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the District's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install. Whenever the context so requires, the singular shall include the plural, and the masculine and neuter genders shall each include the other.

1-3 ABBREVIATIONS

Wherever the following abbreviations are used, they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
AC	American Concrete Institute
AGA	American Gas Association
A	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
IEEE	Institute of Electrical and Electronics Engineers
BFU	National Board of Fire Underwriters
TVRPD	Tehachapi Valley Recreation and Park District
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
State Specifications	California Standard Specifications, State of California, Department of Transportation, Division of Highways
SSPC	Steel Structures Painting Council

UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of American Standards Institute (Now ANSI)

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 CONTRACT DOCUMENTS

The contract documents are set forth in the agreement form and the definition of "Contract Documents" in Section 1 (DEFINITIONS, TERMS, AND ABBREVIATIONS).

2-2 LICENSE

No bid will be accepted from a bidder who is not licensed to conduct business in the state of California and licensed to perform the class of work defined by the Contract Documents.

2-3 PROPOSALS

Bids shall be made upon the bid form furnished by the District and a part of the Contract Documents. All bids shall be properly executed and with all items filled in; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered, except as called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

Bids shall be accompanied by a "Proposal Guarantee" in the form of a cashier's or a certified check, or bidder's bond or substitute security, in an amount not less than 10 percent of the amount of bid, made payable to or for the benefit of the District. Said check or bond or substitute shall be given as a guarantee that the bidder will enter into a contract and furnish the required bonds or substitutes and insurance certificates and endorsements if awarded the contract, and in case of refusal or failure to enter into said contract and furnish the required bonds or substitutes and insurance certificates and endorsements within 15 calendar days after notice of award by the District in writing, the check and the money represented by said check shall be forfeited to the District, or in the event that a bond or other security is deposited, said security shall be forfeited. Forfeiture does not preclude the District from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to enter into the contract or to furnish the required bonds or substitutes, or insurance certificates and endorsements.

Bids shall be sealed in an envelope marked and addressed as set forth in the Special Provisions. Bids shall be delivered to the addressee at the location designated in the Notice Inviting Sealed Proposals on or before the day and hour set for the opening of bids in the Notice Inviting Sealed Proposals, and shall bear the name of the bidder. A bid will not be accepted after the date and time designated in the Notice Inviting Sealed Proposals. It is the sole responsibility of the bidder to see that his bid is delivered and received in proper time. Any bid received after said designated date and time shall be returned to the bidder unopened.

2-4 WITHDRAWAL OF BID

A bidder may withdraw his bid by a signed written request any time prior to the date and time for receiving bids designated in the Notice Inviting Sealed Proposals.

The withdrawal of a bid does not prejudice the right of a bidder to file a new bid so long as the new bid is delivered as set forth in Section 2.3 (PROPOSALS) prior to the closing time specified for all bids.

2-5 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, partnership, or corporation shall be allowed to make or file, or be interested in more than one bid for the work, unless alternative bids are called for. A person, partnership, or corporation submitting a subproposal to a bidder, or who has quoted prices on material to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders.

2-6 INTERPRETATION OF PLANS AND OTHER CONTRACT DOCUMENTS

If any person or entity contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in, or omissions from the plans and specifications or other contract documents, he may submit to the Engineer/Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. An interpretation or correction of the Contract Documents will be made only by Addendum duly issued by the Engineer/Architect. A copy of such Addendum will be mailed or delivered to each person or entity that has received a set of such documents. The District and the Engineer/Architect will not be responsible for any other explanation or interpretation of the documents.

2-7 ADDENDA

Addenda issued before the time in which to submit bids expires shall be included in the bid and shall be made a part of the contract.

2-8 EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS

The bidder represents that he has carefully examined the Contract Documents and the site where the work is to be performed and that he has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the work. The bidder further represents that he has studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite, that he has performed such additional surveys and investigations as he deems necessary to complete the work at his bid price, and that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the Engineer/Architect to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the District, the Engineer/Architect, and their consultants shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

Where the District or the Engineer/Architect or their consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, bidders or Contractors may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer/Architect.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the District, the Engineer/Architect, and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the

investigations; the records thereof; or of the interpretations set forth therein or made by the District's consultants, the Engineer/Architect or his consultants in the use thereof by the Engineer/Architect, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions, densities, or other characteristics different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the District, the Engineer/Architect, or their consultants is included with the plans or other documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the District or the Engineer/Architect or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article.

The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of the first paragraph in this article and a bidder or Contractor is cautioned to make such independent investigations and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work.

No information derived from such inspection of records of investigations or compilation thereof made by the District, the Engineer/Architect, or their consultants will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract nor entitle the Contractor to any additional compensation.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT OR REJECTION OF BIDS

The award of the contract, if it be awarded, will be to the lowest responsible responsive bidder complying with the instructions contained in the Contract Documents. The District, however, reserves the right to select the schedules under which the bids are to be compared, to reject any and all bids, and to waive any irregularity in bids received. If, in the judgment of the District, a bid is unbalanced or if the bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

The District shall have the period of time set forth in the Special Provisions after the opening of bids within which to accept or reject the bids. No bidder may withdraw his bid during said period. The District will return the proposal guarantees, except any guarantees which have been forfeited, and except bidders' bonds, to the respective bidders whose proposals they accompanied within ten days after the execution of the contract by the successful bidder or rejection of all bids or upon receipt of a written request therefor received after said period of time set forth in the Special Provisions.

Before award of the contract, any bidder shall furnish upon request a recent statement of his financial condition and previous construction experience or such other evidence of his qualifications as may be requested by the District. If a bidder fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such bidder's entire bid.

3-2 EXECUTION OF CONTRACT

The form of agreement, bonds, and other documents which the successful bidder, as Contractor, will be required to execute are included as a part of the Contract Documents.

The contract shall be signed by the successful bidder and returned to the District, together with the bonds and certificates of insurance and endorsements, within 15 calendar days or such additional time as may be allowed by the District from the date of the mailing of notice from the District to the bidder or from the date of personal delivery of notice from the District to the bidder that the agreement is ready for signature. The agreement, bonds, certificates of insurance and endorsements, and other documents to be executed by the Contractor shall be executed in original-quadruplicate, one each of which shall be filed with the District and one each with the Attorney for the District and the Engineer/Architect for the District.

3-3 BONDS

The successful bidder, simultaneously with the execution of the Agreement, shall furnish a payment bond and a performance bond each in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedure. Bonds shall be furnished by surety companies satisfactory to the District on the forms furnished as part of the Contract Documents. Surety companies, to be acceptable to the District, must be authorized to do business and have an agent for service of process in California.

3-4 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish the District proof of full compliance with all insurance requirements as specified in Section 8 (CONTRACTOR'S INSURANCE). The forms of certificate of insurance and endorsement which the successful bidder, as Contractor, will be required to furnish are included as a part of the Contract Documents.

3-5 FAILURE TO EXECUTE CONTRACT

Failure by a bidder to whom the contract is awarded to execute the contract or to furnish the required bonds or insurance certificates and endorsements shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

A bidder who is awarded the contract and fails to execute the contract or furnish the required bonds or insurance certificates and endorsements shall be liable to the District for all damages resulting therefrom including reasonable attorneys' fees. The proposal guarantee forfeited shall not be a limitation thereon.

SECTION 4 SCOPE OF WORK

4-1 WORK TO BE DONE

The work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-2 CHANGES IN THE WORK

The District may require changes in, additions to, or deductions from the work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in Section 9 (ESTIMATES AND PAYMENTS).

The District's Representative may order minor changes in the work not involving an increase or decrease in the contract amount, not involving a change in the time for completion, and not inconsistent with the purposes for which the work is being constructed. If the Contractor believes that any order for minor changes in the work involves changes in the contract amount or time for completion, he shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the District's Representative in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate.

No payment for changes in the work will be made, and no changes in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change order approved by the District in advance of the Contractor's proceeding with the changed work.

4-3 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the work. Where such obstructions consist of improvements not required by law to be removed by the owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-4 UTILITIES

The Engineer/Architect has endeavored to determine the existence of utilities at the site of the work from the records of the owners of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the plans. The service connections to these utilities may not be shown on the plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, he shall immediately notify in writing the District's Representative and the owner of the utility facility.

The District shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline utility facilities which are not indicated in the plans and specifications with reasonable accuracy.

In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the work, the work on such utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline utility facility not indicated in the plans and specifications with reasonable accuracy, the District will compensate the Contractor for the costs of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such utility facilities, and for the costs for equipment on the site necessarily idled during such work. These costs, the work to be done by the Contractor in locating, removing, relocating, protecting, or temporarily maintaining such utility facilities shall be covered by a written change order conforming to the provisions of Section 4-2 (CHANGES IN THE WORK) and Section 9-1 (PAYMENT FOR CHANGES IN THE WORK). The District may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with Section 4-2.

When it is necessary to remove, relocate, protect, or temporarily maintain a utility (other than [1] existing main or trunkline utility facilities not indicated in the plans and specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work) the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility or damage thereto. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces, or permitting the work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

4-5 PLANS AND SPECIFICATIONS FURNISHED BY THE DISTRICT

The District will furnish to the Contractor free of charge all copies of plans and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of plans and specifications in good order available to the District's Representative at the site of the work.

4-6 FINAL CLEANUP

Upon completion and before making application for acceptance of the work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work and grounds occupied by him shall be left in a neat and presentable condition.

SECTION 5 QUALITY OF THE WORK

5-1 AUTHORITY OF THE DISTRICT'S REPRESENTATIVE

The District's Representative shall decide any and all questions which may arise as to the interpretation of the plans and specifications and shall have authority to disapprove or reject materials and equipment furnished and work performed which, in his opinion, is not in accordance with the Contract Documents.

5-2 SUPPLEMENTAL DRAWINGS

The plans may be supplemented by such drawings as are necessary to better define the work. All such drawings delivered to the Contractor by the District's Representative shall be deemed written instructions to the Contractor. If the Contractor believes that any supplemental drawings call for changes in the work for which the contract amount or time for completion should be changed, he shall not proceed with the changes in the work so called for and shall within seven days of the receipt of the supplemental drawings notify the District's Representative in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate.

No payment for changes in the work will be made and no change in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change order approved by the District in advance of the Contractor's proceeding with the changed work.

5-3 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

The work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the plans or set forth in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the District's Representative shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final.

If specific lines, grades, and dimensions are not shown on plans, those furnished by the District's Representative shall govern.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the Contract Documents.

5-5 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and other contract documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In the event of an apparent difference between plans and specifications, reference shall be made to the District's Representative whose decision thereon shall be final.

Special Provisions shall govern over General Provisions and Standard Specifications.

5-6 INTERPRETATION OF PLANS AND SPECIFICATIONS

Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scale drawings as to shape and details of construction.

Specifications shall govern as to materials and workmanship. Drawings and specifications are intended to be fully complementary and to agree. The specification calling for the higher quality material or workmanship shall prevail. Materials or work described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the plans or specifications, reference shall be made to the District's Representative whose decision thereon shall be final.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the District's Representative in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified method and fails to promptly notify the District's Representative in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against District, or in any subsequent arbitration or settlement conference between the District and the Contractor. The District's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after he comes to the belief that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his own risk and he shall bear all cost arising therefrom.

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the specifications and the plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the plans or in any survey, he shall promptly notify the District's Representative of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the District's Representative in writing of such conflict. The District's Representative, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after his discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at his own risk and he shall bear all cost arising therefrom.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents except as otherwise provided in Section 5-7 (ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR).

The Contractor shall be responsible to see that the completed work complies with the Contract Documents.

The Contractor shall designate and keep on the work at all times during its progress a competent superintendent who shall not be replaced without written notice to the District's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required.

Whenever the superintendent is not present on any particular part of the work where the District's Representative may desire to inform the Contractor relative to interpretation of the plans and specifications or to disapproval or rejection of materials or work performed, the District's Representative may so inform the foreman or other worker in charge of the particular part of the work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.

5-9 SHOP DRAWINGS

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

The Contractor shall review, mark with his approval, and submit for review by the District's Representative Shop Drawings as called for in the Special Provisions and Standard Specifications or requested by the District's Representative. Drawings shall be submitted in sextuplet to the District's Representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. If the Shop Drawings incorporate any documents prepared by the Engineer/Architect, such Shop Drawings shall not reproduce the registration stamp or company logo of the Engineer/Architect. Shop Drawings shall be submitted with promptness and in orderly sequence so as to cause no delay in prosecution of the work.

Shop Drawings shall be complete in all respects. If the Shop Drawings show any deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

By submitting Shop Drawings, the Contractor represents that material, equipment, and other work shown thereon conforms to the plans and specifications, except for any deviations set forth in the letter of transmittal.

Within 30 calendar days after receipt of said drawings, the District's Representative will return two of the copies of the drawings to the Contractor with any comments noted thereon. If so noted by the District's Representative, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal. The Contractor in the letter of transmittal accompanying resubmitted Shop Drawings shall direct specific attention to revisions other than the corrections requested by the District's Representative on previous submittals.

The review by the District's Representative is only of general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the contract; the proper fitting and construction of the work; the accuracy and completeness of the Shop Drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.

No portion of the work requiring a Shop Drawing submittal shall be commenced until the submittal has been reviewed by the District's Representative and returned to the Contractor with a notation indicating that resubmittal is not required.

If the Contractor believes that any Shop Drawing or communication relative thereto calls for changes in the work for which the contract amount or time for completion should be changed, he shall not proceed with the changes in the work so called for and shall promptly notify the District's Representative in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate. No payment for changes in the work will be made and no change in the time for completion by reason of

changes in the work will be made, unless the changes are covered by a written change order approved by the District in advance of the Contractor's proceeding with the changed work.

5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the plans and specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or (approved) equal," and the Contractor may offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the District's Representative, equal or better in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion of the District's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 3400 of the Public Contract Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 days after award of the contract. This 35-day period of time is included in the number of days allowed for the completion of the work.

All materials, equipment, and supplies provided shall, without additional charge to District, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

5-11 STANDARDS, CODES, SAMPLES, AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

Tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the plans and specifications. The Contractor shall furnish without charge such samples for testing as may be required by the District's Representative.

5-12 OBSERVATION OF WORK BY DISTRICT'S REPRESENTATIVE

The District's Representative shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the Contractor varies the normal period during which work or any portion of it is carried on each day, he shall give timely notice to the District's Representative so that the District's Representative may, if he wishes, be present to observe the work in progress. If the Contractor fails to give such timely notice, any work done in the absence of the District's Representative will be subject to rejection.

The Contractor shall give timely notice to the District's Representative in advance of backfilling or otherwise covering any part of the work so that the District's Representative may, if he wishes, observe such part of the work before it is concealed.

The observation, if any, by the District's Representative of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and materials and equipment furnished and work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and work have been previously observed by the District's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no compensation will be allowed him for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the site.

Any work done beyond the lines and grades shown on the plans or established by the District's Representative or any changes in, additions to, or deductions from the work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply promptly with any order of the District's Representative made under the provisions of this article, the District's Representative shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

5-14 ONE-YEAR GUARANTEE

Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee the work for a period of one year after the date of acceptance of the work by the District, except for any portion of the work that is utilized or placed into service by the District in accordance with the provisions of Section 6-6 (USE OF COMPLETED PORTIONS). The guarantee period for portions of the work so utilized or placed into service shall be one year commencing on the date of the written notification to the Contractor described in Section 6-6. The Contractor shall repair or remove and replace any and all work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year periods, without expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the District will not relieve the Contractor of the guarantees required by this article or elsewhere in the Contract Documents.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operation of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged

against the Contractor. Such action by the District will not relieve the Contractor of the guarantees required by this article or elsewhere in the Contract Documents.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the District all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period, whether provided for in this article or elsewhere, shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these General Provisions.

SECTION 6 PROSECUTION AND PROGRESS

6-1 SUBCONTRACTING

If the Contractor shall subcontract any part of this contract, the Contractor shall be as fully responsible to the District for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by his subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the District. The Contractor shall cause every subcontractor to be bound by the terms of the Contract Documents.

The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original contract price. The value of work subcontracted will be based on the estimated percentage of the contract bid price, subject to approval by the Engineer.

The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors.

6-2 ASSIGNMENT

The performance of the contract may not be assigned, except upon the written consent of the District. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the contract, nor will the District consent to any assignment of a part of the work under the contract.

Upon obtaining a prior written consent of the District, the Contractor may assign moneys due or to become due him under the contract, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of the District and to all deductions provided for in the contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the District for the completion of the work in the event that the Contractor should be in default therein.

No assignment of this contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the District may withhold funds due until all work required by the Contract Documents is completed to the District's satisfaction.

6-3 CONTRACTOR'S CONSTRUCTION SCHEDULE AND COST BREAKDOWN

Within ten days after execution of the contract, the Contractor shall deliver to the District's Representative a construction progress schedule and cost breakdown in bar chart form showing the proposed dates of commencement and completion and cost of each of the various parts of the work and the anticipated amount of each monthly payment that will become due the Contractor in accordance therewith.

6-4 TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the work called for under the contract within the time set forth in the Special Provisions set forth in Section 00810 of the Supplement to the General Provisions. Time is of the essence in this contract.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this contract entitling the District to terminate the contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in this article and Section 6-5 (EXTENSION OF TIME).

Failure of the District to insist upon the performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The District's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of the Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this contract entitling the District to terminate.

In accordance with Government Code 53069.85, Contractor agrees to forfeit and pay District the amount per day set forth in the Special Provisions for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, provided the Contractor requests an extension of time in accordance with the procedures set forth in this article and Section 6-5 (EXTENSION OF TIME). Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the District, or acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the District or the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond Contractor's control) shall not entitle the Contractor to any additional compensation except as noted below. The sole remedy of the Contractor shall be to seek an extension of time.

The Contractor will be compensated for damages incurred due to delays for which the District is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The District will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

6-5 EXTENSION OF TIME

The time specified for completion of all of the work or any part of the work may be extended only by a written change order executed by the District or other written form executed by the District.

Requests for an extension of time must be delivered to the District's Representative within ten consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time failing to include the information specified in this article and requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the District's Representative describing such weather and the work which could not be performed that

day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

The District's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of the District's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this article and the article on TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY, the Governing Body of the District will ascertain the facts and extent of the delay and extend the time for completing the work if, in its judgment, the findings of fact justify such an extension, and its findings of facts thereon shall be final and conclusive. An extension of time may be granted by the Governing Body of the District after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract.

6-6 USE OF COMPLETED PORTIONS

When the work or any portion of it is sufficiently complete to be utilized or placed into service, the District shall have the right upon written notification to the Contractor to utilize such portions of the work and to place the operable portions into service and to operate same.

Upon said notice and commencement of utilization or operation by the District, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the work in its entirety, for making good defective work and materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth in the General Provisions and other contract documents nor shall such action by the District be deemed completion and acceptance, and such action shall not relieve the Contractor, his sureties, or insurers of the provisions of the section on CONTRACTOR'S INSURANCE, the article on INDEMNITY, and the article on GUARANTEES.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITIES

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the District's Representative in writing and cease operations on that part of the work until the District's Representative has given him appropriate instructions as provided for in Section 5-7 (ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR).

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, subcontractors, and suppliers to observe and comply with all laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from the violation of any such law, ordinance, regulation, order, or decree by the Contractor, his employees, agents, subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such rights.

7-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the work, excepting only those as may be caused solely and exclusively by the fault or negligence of the District, the Engineer/Architect, the District's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the work as well as during the progress of the work.

In the event any hazardous materials, including but not limited to asbestos, are utilized in construction or hazardous materials are otherwise encountered during construction, the Contractor shall take all appropriate precautions to protect persons and property and shall comply with all applicable regulations for the installation and handling of such hazardous materials. The Contractor is solely responsible for protection of persons and property that could be affected by construction and the Contractor's handling of such materials.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the acceptance of the work, the Contractor shall have the responsible charge and care of the work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the District) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work or the granting of an extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of 5 percent of the contracted amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications. For the purposes of this paragraph, "Acts of God" shall include only the following occurrences or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

7-7 PRESERVATION OF PROPERTY -

The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition

as good as when the Contractor entered upon the work or as good as required by the plans and specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the plans shall not relieve the Contractor of his responsibility under this article.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the work. Whenever any notice is required to be given by the District or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

7-8 REGIONAL NOTIFICATION CENTER CONTACT

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code Section 4216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Government Code Section 4216).

7-9 EXCAVATION

A. Excavation Plans for Worker Protection Required by Labor Code Section 6705

If the total amount of the contract is in excess of \$25,000, the Contractor shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

The District or the Engineer/Architect or their consultants may have made investigations of subsurface conditions in areas where the work is to be performed. If so, these investigations are identified in the Special Provisions and the records of such investigations are available for inspection at the office of the Engineer/Architect. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the District for acceptance in advance of excavation will not be accepted by the District if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations

made by the District or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils-related design criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

Nothing contained in this article shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

B. Excavations Below Four (4) Feet

If any work required by this contract includes digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;
2. Subsurface or latent physical conditions at the site differing from those indicated;
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Nothing in this section is intended to relieve the Contractor of his responsibility to carefully examine the Contract Documents and the site where the work is to be performed in accordance with Section 2-8 (EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS); to familiarize himself with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may affect the performance of any work; to study all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite; to perform such additional surveys and investigations as the Contractor deems necessary to complete the work at his bid price; and to correlate the results of all such data with the requirements of the Contract Documents.

If the District determines that hazardous waste exists and that conditions exist which Contractor could not discover through the investigations required by the preceding paragraph, the District shall notify the Contractor and the Contractor may request a change order in accordance with the Contract Documents. Nothing in this section shall relieve the Contractor of the obligation to pay all fees and costs associated with removal and cleanup of any hazardous waste used at, or brought to, the jobsite by the Contractor. Nor shall this section relieve the Contractor of responsibility for site conditions discoverable by any investigation required by the preceding paragraph.

In the event that a dispute arises between the District and the Contractor involving hazardous waste and whether site conditions differ materially from those the Contractor could or should have discovered by the investigations required by this contract, the Contractor shall not be excused from the scheduled completion date provided in the Contract Documents and shall proceed with all work in the manner and in the time required by the Contract Documents.

7-10 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of workers and all others.

The right of the Engineer/Architect or the District's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the construction site.

7-11 PERSONAL LIABILITY

No director, officer, employee, or agent of the District, the Engineer/Architect, the District's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the contract.

7-12 INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work, both on and off the jobsite, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District), of a party indemnified hereunder.

In any and all claims against the indemnified parties by any employee of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first and fourth paragraphs in this Section 7-12 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable, by or for the Contractor, or any subcontractor, or any supplier, or other persons under workers' compensation acts, disability benefit acts, or other employee acts.

The obligations of the Contractor under the first and fourth paragraphs in this Section 7-12 shall not extend to the liability of the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees, and agents, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage, or injury.

The Contractor shall also indemnify and hold harmless the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all cost, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

7-13 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the District \$25 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

7-14 PREVAILING WAGE

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the District up to \$200 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of the forfeiture will be determined by the Labor Commissioner based on the considerations specified in Labor Code Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Pursuant to Labor Code Section 1775, to the extent there is insufficient money due a Contractor to cover all penalties forfeited and amounts due, the Division of Labor Standards Enforcement shall be notified of the violation and the Division of Labor Standards Enforcement may maintain an action in any court of competent jurisdiction to recover the penalties and amounts due pursuant to Labor Code Section 1775.

Section 1776 of the Labor Code requires each contractor and its subcontractors to keep accurate payroll records and make such available for inspection by persons and entities identified in that section, in the manner stated therein.

Pursuant to Labor Code Section 1777.1, whenever any contractor or subcontractor performing a public works project is found by the Labor Commissioner to be in violation of Labor Code Section 1770, et seq. with the intent to defraud the contractor or subcontractor or any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to be awarded any public works contract or perform work as a subcontractor on a public works contract for a period of not less than one year or more than three years. The period of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.

Whenever any contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commission to have committed two or more separate willful violations of Labor Code Section 1770, et seq. within a three-year period, or to have knowingly committed a serious violation of Section 1777.5, the contractor or subcontractor or any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period up to three years for each second and subsequent violation occurring within three of a separate and previous willful violation of this chapter. These periods of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.

A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or refuses to comply with its provisions.

Whenever Federal Funding is included in the project the contractor shall comply with the Davis Bacon Act. Higher wages shall prevail.

7-15 POSTING OF NOTICES

The Contractor shall post all job site notices prescribed by regulation.

7-16 APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. The Contractor shall be responsible for compliance with Section 1777.5 of the Labor Code for all apprenticeable occupations with the Contractor.

Knowing violations of Section 1777.5 will result in the forfeiture of not more than \$100 as a civil penalty for each full calendar day of noncompliance. A contractor or subcontractor that knowingly commits a second or subsequent violation within a three year period, if the noncompliance results in apprenticeship training not being provided as required under the Labor Code, shall forfeit as a civil penalty the sum of not more than \$300 for each full calendar day of noncompliance. (Labor Code Section 1777.7.)

In lieu of the penalty provided for above, the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

7-17 WARRANTY OF TITLE

No materials, supplies, or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the District free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any right under any law permitting such persons to look to funds due the Contractor in the hands of the District. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

7-18 PROPERTY RIGHTS IN MATERIALS

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the site of the work, or stored subject to or under the control of the District. All such materials shall become the property of the District upon being so attached or affixed or upon payment for materials delivered to the site of the work or stored subject to or under the control of the District.

Soil, stone, gravel, and other materials found at the site of the work and which conform to the plans and specifications for incorporation into the work may be used in the work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

7-19 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the District in the construction of the project, to the end that the Contractor may perform this contract in the light of such other contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the District's Representative shall decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related work, the decision of the District's Representative shall be binding upon all contractors concerned and the District, the Engineer/Architect, the District's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the District's Representative respecting the order of precedence in the performance of the contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the District, the Engineer/Architect, the District's Representative, or their consultants or any of their directors, officers, employees, or agents on account of any damage alleged to have been so sustained, the District shall notify the Contractor who shall hold harmless, indemnify, and defend the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-20 TERMINATION FOR BREACH

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he files a petition to take advantage of any debtor's act, or if he or any of his subcontractors should violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or if he should persistently disregard laws, ordinances, or instructions given by the District or District's Representative, the District may, without prejudice to any other right or remedy, serve written notice upon the Contractor and his surety of his intention to terminate the contract, said notice to contain the reasons for such intention to terminate the contract, and unless within ten days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the contract shall upon the expiration of said ten days cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

In the event of any such termination, the District shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within 15 days after the serving upon it of a notice of termination does not give the District written notice of its intention to take over and perform the contract or does not commence performance thereof within 30 days from the date of serving said notice, the District may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the District for any excess cost or other damage occasioned the District thereby, and in such event the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the District elects to complete by furnishing its own employees, materials, tools, and equipment, the District shall be compensated for such in accordance with the schedule of compensation for force account work in Section 9-1 (PAYMENT FOR CHANGES IN THE WORK).

If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to District arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to District promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by District. Any portion of such difference not paid by Contractor or surety within 30 days following the mailing of a demand for such costs by District shall earn interest at the rate of 10 percent per annum or the maximum rate authorized by California law, whichever is lower.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

In the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the District and the Contractor may, by written agreement, terminate said contract.

7-21 NOTICE AND SERVICE THEREOF

Any notice required or given under the contract shall be in writing, be dated, and signed by the party giving such notice or his duly authorized representative, and be served as follows:

If to the District, by personal delivery or by deposit in the United States mail.

If to the Contractor, by personal delivery to the Contractor or to his authorized representative at the site of the project or by deposit in the United States mail.

If to the surety or any other person, by personal delivery to said surety or other person or by deposit in the United States mail.

All mailed notices shall be in sealed envelopes, shall be sent by certified mail with postage prepaid, and shall be addressed to the addresses in the Contract Documents or such substitute addresses which a party designates in writing and serves as set forth herein.

7-22 PARTIAL INVALIDITY

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

7-23 ATTORNEYS' FEES

Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provision of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover his reasonable attorneys' fees and costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

7-24 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the District. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the District's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the work is located in addition to conforming to the plans and specifications. If a permit is not required, the work shall conform to the standards of the public agency involved in addition to conforming to the plans and specifications.

7-25 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the District, Engineer/Architect District's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder.

7-26 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-27 ASSIGNMENT OF ANTI-TRUST ACTIONS

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the 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. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 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 the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

7-28 PAYROLL RECORDS

It shall be the responsibility of the Contractor and its subcontractors to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee in accordance with Labor Code Section 1776, and to ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this contract provision. The Contractor and its subcontractors shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as required under Labor Code Section 1771.4.

All payroll records shall be certified as accurate and in compliance with Sections 1771, 1811, and 1815 of the Labor Code by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the District, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a certified copy of all payroll records, upon request, to employees or their authorized agents, to the District, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the Contractor and/or subcontractor and the name, address, and telephone number of all employees do not appear on the modified record.

The Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten days of the date a written request for payroll records has been received.

Failure of the Contractor to comply with any provision of this article or Labor Code Section 1776 within ten days of the date a written request for compliance is received shall result in a forfeiture of \$25 per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the District shall withhold penalties under this article or Labor Code Section 1776 from the Contractor's payments then due.

7-29 RESOLUTION OF CLAIMS

All public works claims between the Contractor and District relating to this contract where the total claims of both parties are equal to or less than \$375,000 shall be resolved in accordance with Public Contract Code Sections 20104 et seq., which are incorporated herein by reference. Where the total claim of the Contractor and District exceeds a total of \$375,000, this section shall not apply.

SECTION 8 CONTRACTOR'S INSURANCE

8-1 GENERAL

The Contractor shall not commence or continue to perform any work unless he, at his own expense, has in full force and effect all required insurance. The Contractor shall not permit any subcontractor to perform work on this project unless all of the required insurance has been complied with by such subcontractor.

The types of insurance the Contractor shall obtain and maintain are Workers' Compensation and Employers' Liability Insurance, General and Automobile Liability Insurance, Builders' Risk "All Risk" or Installation Floater Insurance, and, if so determined by the District at the time of award of the contract, Earthquake and Tidal Wave Insurance, all as set forth herein.

Workers' Compensation and Employers' Liability Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and must have at least a "B+ VIII" rating in accordance with the most current Best's Rating Guide.

As evidence of specified insurance coverage, the Contractor shall provide certificates of insurance and endorsements on the forms provided as a part of the Contract Documents. No alteration or substitution of said forms will be allowed.

8-2 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance certifying that he has obtained full Workers' Compensation Insurance coverage for no less than the statutory limits and Employers' Liability Insurance coverage in limits not less than the amounts set forth in the Special Provisions, for all persons whom he employs or may employ in carrying out the work under the contract. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as part of the Contract Documents. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation Insurance laws.

8-3 GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance showing that he has Liability Insurance coverage in limits not less than the amounts set forth in the Special Provisions. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents.

Included in such insurance shall be a "Cross Liability" or "Severability of Interest" clause.

The Liability Insurance coverage shall include each of the following types of insurance or coverage for exposures, as applicable:

A. General Liability

- (1) Commercial Form.
- (2) Premises-Operations.
- (3) Explosion and Collapse Hazard.
- (4) Underground Hazard.
- (5) Products/Completed Operations.
- (6) Blanket Contractual Insurance.

- (7) Broad Form Property Damage
- (8) Independent Contractors.
- (9) Personal Injury and Advertising Injury

B. Automobile Liability

- (1) Business Auto Form Including Loading and Unloading.
- (2) Owned.
- (3) Hired.
- (4) Non-Owned.

Included with the Certificate(s) of Insurance shall be endorsements which name as additional insureds the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, and employees and state that the insurance afforded to these additional insureds shall be primary insurance and if the additional insureds have other insurance which might be applicable to any loss, the amount of the insurance provided under this Section 8-3 shall not be reduced or prorated by the existence of such other insurance.

8-4 CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE

Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's insurers.

SECTION 9 ESTIMATES AND PAYMENTS

9-1 PAYMENT FOR CHANGES IN THE WORK

Changes in, additions to, or deductions from the work, including increases or decreases in the quantity of any item or portion of the work, shall be set forth in a written change order executed by the District and by the Contractor which shall specify:

The changes, additions, and deductions to be made.

The increase or decrease in compensation due the Contractor, if any.

Adjustment in the time of completion, if any.

Adjustment in the compensation due the Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

Unit prices contained in the contract.

Mutually agreeable lump-sum or unit prices. If requested by the District's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum and unit prices.

Force account whereby the Contractor is compensated for furnishing labor, materials, tools, and equipment as follows:

Cost of labor plus 15 percent for workers directly engaged in the performance of the work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.

Cost of material plus 15 percent. Cost of material shall include sales tax, freight, and delivery charges. The District reserves the right to furnish such materials as he deems advisable and the Contractor shall not be paid the 15 percent markup on such materials.

For tools and equipment actually engaged in the performance of the work, rental rates plus 15 percent. The rental rates shall be those prevailing in the area where the work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of \$500 or less.

Subcontractor invoices to the Contractor plus 5 percent. Subcontractor invoices shall be based on the above-described cost of labor plus 15 percent, cost of material plus 15 percent, and tool and equipment rental rates plus 15 percent.

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the work.

For force account work, the Contractor shall submit to the District's Representative for his verification daily work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the work. No payment will be made for work not verified by the District's Representative.

9-2 PROGRESS PAYMENTS

The District shall, on or before the tenth day of each calendar month after actual construction work is started, cause an estimate in writing to be made by the District's Representative of the value of the work completed by the Contractor and of materials delivered on the ground at the site of the work or stored subject to or under the control of the District to the first of the month in which the estimate is made. In estimating such value, the District's Representative may take into consideration, along with other facts and conditions deemed by him to be proper, the ratio of the difficulty or cost of the work done to the probable difficulty or cost of the work remaining to be done. The District shall retain 10 percent of such estimated value as part security for the fulfillment of the contract by the Contractor, unless the Contractor has substituted equivalent securities as defined by Section 9-5 of these General Provisions, and shall by the end of each month in which the estimate is made pay to the Contractor the balance of such estimated value after deducting therefrom all previous payments and all sums to be kept or retained under the terms of the contract.

9-3 FINAL ESTIMATE AND PAYMENT

When the work has been substantially completed, the District's Representative will make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the contract. If the District finds the work has been substantially completed according to the contract, he shall accept the work, shall file a notice of completion, and shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the contract. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 40 days from the date of filing a notice of completion of the work by the District.

It is mutually agreed between the parties to the contract that no certificate given or payment made under the contract shall be conclusive evidence of performance of the contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

9-4 DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the District may retain under Section 9-2 (PROGRESS PAYMENTS), the District may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in his judgment may be necessary to cover:

Payments which may be past due and payable for properly filed claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the work under this contract.

Estimated or actual costs for correcting defective work not remedied.

Amounts claimed by the District as forfeiture due to delay or other offsets.

The District may apply such withheld amount or amounts to the payment of such claims in his discretion. In so doing, the District shall be deemed the agent of the Contractor and any payments so made by the District shall be considered as a payment made under the contract by the District to the Contractor, and the District shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The District will render to the Contractor a proper account of such funds disbursed in behalf of the Contractor.

9-5 WITHHELD CONTRACT FUNDS

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract, except contracts for which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where federal regulations and/or policies do not allow such substitution. The District reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The District shall also be entitled to charge an administrative fee, as determined by District in its sole discretion, for substituting equivalent securities for retention amounts. The District's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the District. The District shall be entitled, at any time, to request the deposit of additional securities of a value designated by District, in District's sole discretion, to satisfy this requirement. If the District does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, District shall be entitled to withhold amounts due Contractor until securities of satisfactory value to District have been received.

9-6 REQUIRED RELEASES

The Contractor shall not be entitled to any payment specified in his Contract which is undisputed until such time as the Contractor has executed a release, in the following form, releasing the District from all claims relating to the work for which the Contractor is being paid. The release form contains space for the Contractor to claim any disputed amount and to designate the retention amount for each period associated with the release. Contractor hereby expressly agrees that failure on his part to designate any disputed amount or to designate the correct retention amount for each release period on the release form shall constitute an express waiver of the right of the Contractor to claim any disputed amount or any retention amount at any later date. The District shall have no obligation to pay the Contractor for any work done until the release form attached to these contract documents has been executed by the Contractor and submitted to the District.

RELEASE FORM

TO: TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

NAME OF CONTRACTOR: _____

PROJECT DESCRIPTION: _____

PERIOD WORK PERFORMED: _____

The above-named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD: \$ _____

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have, of whatever type or nature, for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials and work due subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

DATED:

PRINT NAME OF CONTRACTOR

DESCRIBE ENTITY (Partnership,
Corporate, etc.)

By _____

By _____

NOTICE INVITING SEALED PROPOSALS (BIDS)

FOR

MEADOWBROOK PARK IMPROVEMENTS PROJECT: PHASE I

NOTICE IS HEREBY GIVEN that the Tehachapi Valley Recreation and Park District invites and will receive sealed proposals (bids) up to the hour of 3:00 p.m. on **Day, Month #, 2015**, for the furnishing to said District of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work. At said time, said proposals will be publicly opened and read aloud at the Engineer's office,

Quad Knopf, Inc.
901 E. Main Street
Visalia, CA 93292

Bids shall conform to and be responsive to the Contract Documents for the work. Copies of the Contract Documents are on file and may be examined at the office of Quad Knopf, Inc. located at 901 E. Main Street, Visalia, California 93309. Copies may be purchased at the Engineer's office for \$75.00 per set, which will be nonrefundable. No bid will be received unless it is made in a proposal furnished by Quad Knopf, Inc.

General Description of Work

The work to be done consists in general of the reconstruction of an existing park, complete with new landscaping, an irrigation system, lighting, sidewalks, drinking facilities, storm drainage, water services, a misting station area, and a playground area, not specifically mentioned herein that are required by the Plans, Standard Specifications, and Special Provisions to be performed, placed, constructed, or installed.

Engineers' Estimate Range: \$461,245.00

Seal the bid in an envelope addressed to:

TEHACHAPI VALLEY RECREATION & PARK DISTRICT
c/o Quad Knopf, Inc.
Attn: Mike Ratajski
901 E. Main Street
Visalia, CA 93292

Envelope shall have it clearly marked in large letters:

**"BID FOR
MEADOWBROOK PARK IMPROVEMENTS PROJECT: PHASE I
DO NOT OPEN UNTIL BID OPENING AT 3:00 P.M. ON DAY, MONTH #, 2015"**

CONTRACT REQUIREMENTS

Each bid shall be submitted on the form furnished in the Contract Documents and must be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, or substitute pursuant to Section 995.710 of the Code of Civil Procedure, in an amount not less than 10% of the amount of the bid, made payable to the order of or for the benefit of the District. The security of unsuccessful bidders will be returned by the District no later than 60 days following the date of award. Each bid shall be sealed and delivered to the District at the location designated in this notice for the opening of proposals at or before the time provided in this notice. The check or bond or substitute shall be given as security that the bidder will enter into a contract with the District and furnish the required payment and performance bonds, or substitutes in lieu thereof, and certificates of insurance and endorsements if awarded the work, and will be declared forfeited if the bidder refuses to timely enter into said contract or furnish the required bonds or substitutes, or certificates of insurance and endorsements if his bid is accepted.

Pursuant to Section 9550, et seq. of the Civil Code, a payment bond is required for a public works contract involving an expenditure in excess of \$25,000.

The project is a public work and shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Tehachapi Valley Recreation and Park District has obtained from the Director of the California Department of Industrial Relations a determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which said is to be performed for each craft, classification, or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the contract. Such rates of wages are on the file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship or other training programs authorized by Section 3093 to the extent that the cost of training is reasonably related to the amount of the contributions, all other purposes set forth in Section 1773.1 of the Labor Code, and similar purposes applicable to the work to be done. Copies of prevailing rate of per diem wages are on file at Tehachapi Valley Recreation and Park District's principal office and shall be made available to any interested person upon request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Contractor must possess a state license that is current, active and in good standing as well as no disbarment from working on public work projects. The State's Prevailing Wage Determinations can also be found at <http://www.dir.ca.gov/dlsr/dprevwagedetermination.htm>.

Pursuant to Public Contract Code Section 1771.1, 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 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

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract. The District reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The District shall also be entitled to charge an administrative fee, as determined by District in its sole discretion, for substituting equivalent securities for retention amounts. The District's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the District. The District shall be entitled, at any time, to request the deposit of additional securities of a value designated by District, in District's sole discretion, to satisfy this requirement. If the District does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, District shall be entitled to withhold amounts due Contractor until securities of satisfactory value to District have been received.

The Contractor's license classification(s) required for this project are as follows:

California Contractor's License - Class A

This classification is provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the District's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both the drawings and the specifications.

The Greenfield County Water District reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded, to reject any and all bids, and to waive any and all irregularities in any bid.

Each bidder is required to sign the attached Noncollusion Affidavit and submit it with its bid.

Dated: _____

Joel Joyner, RCE 53350
Project Engineer

SECTION 02810 - IRRIGATION SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of underground irrigation system is indicated on drawings.
- B. Refer to Division-16 sections for electrical service for automatic control system.

1.3 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical data and installation instructions for underground sprinkler system components.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to the following:
 - 1. Rainbird.
 - 2. Other manufacturers as indicated on drawings.

2.2 MATERIALS:

- A. Pressure Pipe: Comply with following:
 - 1. PVC plastic pipe, ASTM D 1785, PVC 1120, Schedule 40, 160 psig.
 - 2. Galvanized steel pipe, ASTM A 120, Schedule 40.
- B. Circuit Pipe (downstream from circuit valves): Comply with following:
 - 1. PVC plastic pipe, ASTM D 2241, PVC 1120, SDR 21, 200 psig.
- C. Pipe Fittings: Comply with following:
 - 1. For PVC plastic pipe, ASTM D 2466 socket fittings.
 - 2. For galvanized steel pipe, ANSI B16.3 galvanized malleable-iron screwed fittings.
- D. Valves: Manufacturer's standard, of type and size indicated, and as follows:
 - 1. Automatic Circuit Valves: Plastic-bodied globe or angle valves operated by low-voltage solenoid, normally closed, manual flow adjustment.
 - 2. Rainbird FD10TURF decoder for two wire system.
- E. Backflow Preventer: Existing to remain.
- F. Sprinkler Heads: Manufacturer's standard plastic bodied unit designed to provide uniform coverage over entire area of spray shown on drawings at available water pressure, as follows:

1. Bubbler: Fixed pattern, with screw type flow adjustment, in a deep root watering system.
2. Emitter: Low volume emitter at plant base on polyflex riser.
3. Pop-up Rotary: Adjustable pattern with screw type flow adjustment and stainless steel retraction spring.

H. Valve Box: Manufacturer's standard plastic unit, with labeled cover, for each group of valves.

I. Drainage Backfill: Cleaned gravel or crushed stone.

J. Joining Material: ASTM F656 primer and ASTM D 2564 solvent cement.

2.3 AUTOMATIC CONTROL SYSTEM (PHASE TWO):

A. Rainbird ESP & LXD Decoder Controller or equal.

B. General: Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground irrigation systems. Provide unit of capacity to suit number of circuits required.

C. Transformer: Internal type to convert building service voltage to control voltage of 24 volts.

D. Circuit Control: Each circuit variable from approximately 1 to 99 minutes. Include switch for manual or automatic operation of each circuit.

E. Timing Device: Adjustable dual program, solid state electronic 24-hour clock to operate any time of day and skip any day in a 7 or 14 day period. Equip with battery back up to maintain time keeping during power outages.

1. Allow for manual or semi-automatic operation without disturbing preset automatic operation.

F. Automatic Rain Shutoff: Provide with device that monitors rainfall levels and overrides controller.

G. IQ SS-Radio Radio Modem, including power supply and external antenna.

PART 3 - EXECUTION

3.1 SYSTEM DESIGN:

A. Location of Heads: Design location is approximate. Make minor adjustments as necessary to avoid plantings and other obstructions, such as sign standards and light poles.

B. Layout may be modified, if necessary to obtain coverage, to suit manufacturer's standard heads. Do not decrease number of heads indicated unless otherwise acceptable to Landscape Architect.

C. Minimum Water Coverage:

1. Head to head at spray heads.

3.2 TRENCHING AND BACKFILLING:

A. General: Excavate straight and true with bottom uniformly sloped to low points.

B. Minimum Cover: Provide following minimum cover over top of installed piping:

1. Pressure piping, 18".
2. Circuit Piping: 12".

- C. Backfill: Backfill with clean material from excavation. Remove organic material as well as rocks and debris larger than 1" diameter. Place acceptable backfill material in 6" lifts, compacting each lift.

3.3 INSTALLATION:

- A. General: Comply with requirements of authorities having jurisdiction.
- B. Connection to Main: Connect to stubbed piping in location indicated.
 - 1. Connect to stub with union.
- C. Circuit Valves: Install in valve box, arranged for easy adjustment and removal, maximum 2 valves per box.
 - 1. Provide union on downstream side.
 - 2. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
 - 3. Place 6 inch thick layer of drainage fill below valve boxes.
- D. Piping: Lay pipe on solid subbase, uniformly sloped without humps or depressions.
 - 1. Install PVC pipe in dry weather when temperature is above 40 deg.F (4 deg.C) in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperature above 40 deg.F (4 deg.C) before testing, unless otherwise recommended by manufacturer.
- E. Sprinkler Heads: Flush circuit lines with full head of water and install heads after hydrostatic test is completed.
 - 1. Install pop-up heads at manufacturer's recommended height.
 - 2. Locate part circle heads to maintain a minimum distance of 6 inches from walls and 2 inches from other boundaries, unless otherwise indicated.
- F. Dielectric Protection: Use dielectric fittings at connection where pipes of dissimilar metal are joined.

3.4 TESTING:

- A. Notify Architect when testing will be performed.
- B. Hydrostatic Test: Test water piping and valves, before backfilling trenches, to a hydrostatic pressure of not less than 75 psi for two hours. Piping may be tested in sections to expedite work. Remove and repair piping, connections, valves which do not pass hydrostatic testing.
- C. Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and emitters and sprinkler heads adjusted to final position.
 - 1. Demonstrate to Landscape Architect that system meets coverage requirements and that automatic controls function properly.
 - 2. Coverage requirements are based on operation of one circuit at a time.

3.5 ADJUSTING

- A. Provide additional backfill and compaction for excavations performed as work of this section which have settled.

END OF SECTION 02810

QUOTATION

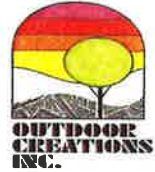
AUTHORIZED SALES PERSONS SIGNATURE

Chad Smith

7/17/15 13:36

Chad Smith

Date

(530) 365-6106 Phone
(530) 365-5129 FaxDate:
P.O. #

7/17/15

SOLD TO

Name: Tehachapi Valley Recreation & Park Dist.
 Contact: Matt Young
 Phone#: 661-822-3228
 Fax#: m.young@tvrpd.org
 Address:

SHIP TO

Name: Meadowbrook Park
 Contact:
 Phone#:
 Fax#:
 Address: Tehachapi, Ca

Sales Rep.

Terms (circle one)

F.O.B.

Chad
Smith

Established credit Yes, net 30 OR No, 50% deposit & balance

C.O.D

Anderson, CA

Qty.	Model #	Description (accessory colors, logo details, etc)	Concrete Color	\$ Price/Unit	\$ Extended Price
1	706S	Single-Sided Sign W/Base	Increte: Soft Gray	3550.00	3550.00
1	N/A	One-Time Logo Setup Fee		400.00	400.00
1	N/A	Shipping *Shipping is taxable as products are shipped on company owned trucks.		250.00	250.00
*Customer Must Provide Forklift To Offload & Installation.					
SUBTOTAL					4200.00
SALES TAX					315.00
TOTAL					4515.00

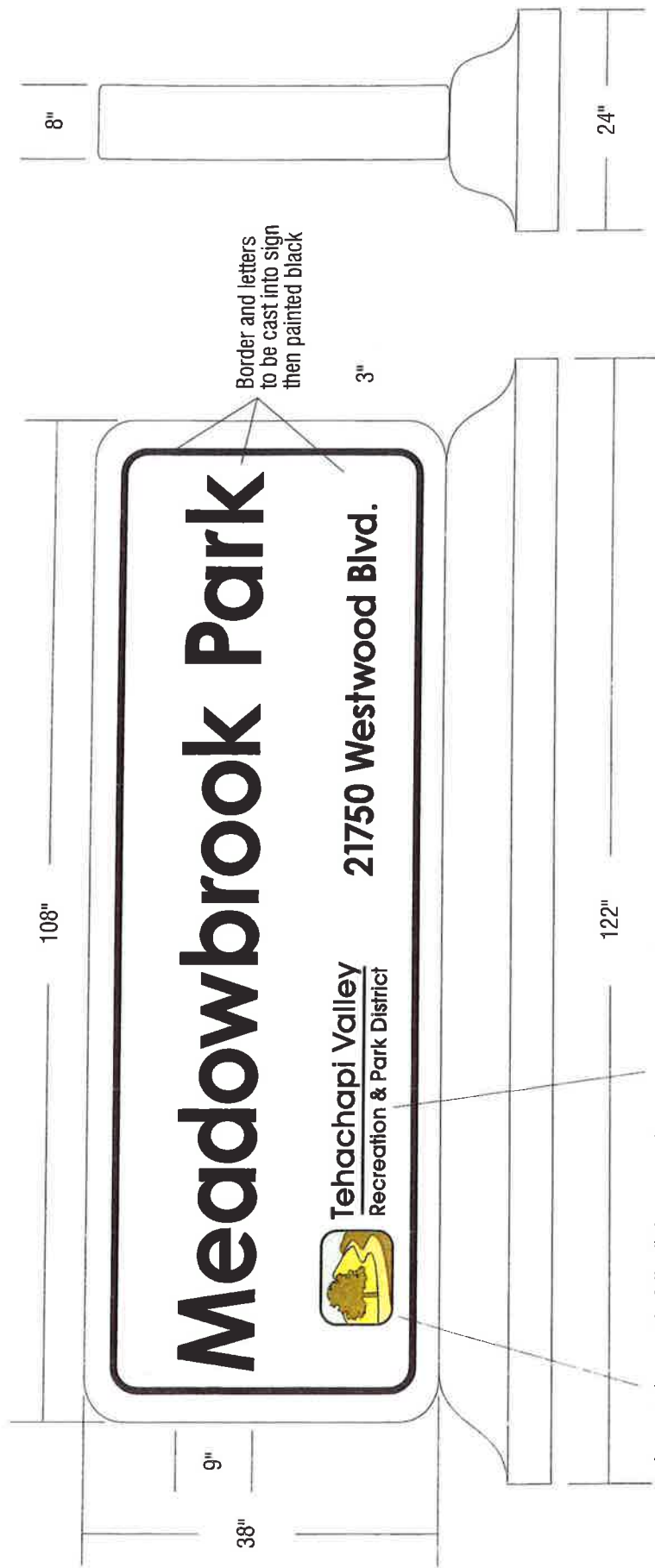
PLEASE FILL IN THE INFORMATION BELOW AND READ PAGE 2
 WITH TERMS AND CONDITIONS.

STANDARD DELIVERY A.R.O. AND APPROVED SUBMITTALS IS 10-12 WEEKS (Does not apply to custom products).
 ESTIMATED / REQUIRED DELIVERY DATE:

PLEASE READ PAGE 2, FILL IN REQUIRED INFORMATION AND SIGN TO PLACE YOUR ORDER.

ELEVATION

SECTION



- NOTES:
1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
 2. Final product shall be reinforced with #4 and #5 rebar grid.
 3. Product is cast in 1-piece with no assembly required.
 4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
 5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
 6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
 7. There is a level of care and maintenance associated with your product and is the responsibility of the end user. Choosing the right sealer can help minimize those costs.

WEIGHT:
Sign-3000 LBS
Base-
TEXTURE: Smooth
COLOR: Increte Soft Gray
SEALER: Standard Acrylic

OUTDOOR CREATIONS INC.
2270 Barney Street
Anderson, CA 96007
(530) 385-6106
FAX (530) 385-5129



Tehachapi Valley
Recreation & Park District

ASSISTANCE AND VOLUNTEER AGREEMENT

This ASSISTANCE AND VOLUNTEER AGREEMENT (this "Agreement") is dated and effective as of this _____ (____) day of _____, 2015 (the "Effective Date"), by and between **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a California park and recreation district ("District") and the **TEHACHAPI MOUNTAIN TRAILS ASSOCIATION**, a California mutual benefit nonprofit corporation ("TMTA"), in Tehachapi, California, as described below. District and TMTA are referred to singularly as a "party" and collectively as the "parties" on a generic basis.

Recitals

This Agreement is made and entered into in reliance on the accuracy of the following facts and circumstances, which are acknowledged by the parties to be accurate, complete and true:

A. District's mission is to enrich lives and foster harmony within the Tehachapi Valley community through area-wide leisure services targeted to improve healthy life styles, educational and recreational opportunities, public participation, and environmental and economical stewardship. District accomplishes this mission by engaging and creating with persons such as TMTA and utilizing its expertise and volunteers;

B. District owns, manages and operates the Meadowbrook Park commonly described as 21750 Westwood Boulevard in Tehachapi, California 93561 (the "Meadowbrook Park"). District desires to improve the Meadowbrook Park with a pump track, i.e., a small, continuous loop of dirt berms and smooth dirt mounds/"rollers" that an individual can ride without pedaling (the "Pump Track");

C. District also entered into the "Recreational Land Use Agreement" with **LEHIGH SOUTHWEST CEMENT COMPANY**, a California corporation formerly known as, among other things, **CALAVERAS CEMENT COMPANY** ("Lehigh"), dated _____, 2015 (the "Lehigh Agreement"), for the use of a designated portion of Lehigh's certain real property east of the City of Tehachapi identified as Kern County Assessor's Parcel Nos. 223-010-09 and -16, and 223-040-04, -05, -17, -19 and -25, for limited, nonexclusive recreational purposes (the "Lehigh Park"). Specifically, the Lehigh Park is to be used for enjoying and/or viewing archaeological, historical, natural, scenic, and/or scientific sites, jogging, hiking, nature study, nature contacting and non-motorized cycling (including, without limitation, mountain biking), picnicking, running, sightseeing, and/or walking, and all activities necessary or incidental to same during the day time;

D. TMTA's mission is to develop and preserve multi-use, non-motorized trails throughout the Tehachapi Valley for use by hikers, horseback riders, mountain bikers, road bicyclists, walkers and other outdoor enthusiasts; and,

E. The parties desire to assist and support each other's missions by collaborating in designing and planning, then building, constructing, fabricating and installing, and subsequently maintaining, repairing and servicing the following:

1. The Pump Track; and,
2. Multi-use, single track trails, especially for off-road bicycling, in Lehigh Park (collectively the "Lehigh Trails");

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby expressly agree and contract as follows:

Agreement

1. Consideration; Access; Subject to Existing Rights; The Entitlements.

1.1. Consideration.

1.1.1. By District. As its consideration for this Agreement, District shall, at its sole cost and expense without right of reimbursement from TMTA, support the designing and planning, the construction and installation, and the maintenance, repair and servicing of the Pump Track and the Lehigh Trails, by providing adequate and sufficient equipment, materials, supplies and tools to TMTA (see, Section 2) during the term of this Agreement (see, Section 4).

1.1.2. By TMTA. As its consideration for this Agreement and District's support of the Pump Track and the Lehigh Trails, TMTA shall, at its sole cost and expense without right of reimbursement from District, design and plan, then construct and install, and subsequently maintain, repair and service the Pump Track and the Lehigh Trail during the term of this Agreement (see, the "Services" as defined in Section 2.1). The Services shall include providing volunteers pursuant to Section 2.1.4.

1.2. Access; Subject to Existing Rights.

1.2.1. Access and Ingress & Egress. TMTA is hereby granted a limited license and permit of access to enter, and the right of ingress and egress to, the Meadowbrook Park and Lehigh Park in order to perform the conditions, provisions and terms of this Agreement and also to provide the Services.

1.2.2. Subject to Existing Rights. The rights of access, and of egress and ingress of TMTA under Section 1.2.1 are: (i) subject to conditions, restrictions and reservations of record, rights-of-way and easements for roadways, pole lines, pipelines, oil and gas operations and the like whether recorded or unrecorded; and, (ii) do not include any estate, interest, right or title in or to the land itself or the mineral content thereof.

1.3. Condition of the Meadowbrook Park and the Lehigh Park.

1.3.1. “AS IS” Condition. Subject to Section 1.3.2, TMTA acknowledges that it accepts the Meadowbrook Park, including, without limitation, the location of the Pump Track, and the Lehigh Park in an “AS IS,” “WITH ALL FAULTS,” and “WHERE IS” condition. TMTA also acknowledges that neither District nor directors, officers, employees, agents, independent contractors or representatives have made any representation or warranty as to the present or future suitability of the Meadowbrook Park for the Pump Track and the Lehigh Park for the Lehigh Trails, or its condition or the condition of any appurtenances, buildings, fixtures, equipment or improvements thereof or therein. District has no duty, obligation or responsibility, and has made no promise to undertake any work for TMTA’s benefit within the Meadowbrook Park and/or the Lehigh Park. NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THE CONDITION OF THE MEADOWBROOK PARK AND/OR THE LEHIGH PARK, INCLUDING ITS FITNESS FOR ANY PARTICULAR PURPOSE, HAVE BEEN MADE BY DISTRICT TO TMTA. District shall not be liable for any design and/or latent defects at the Meadowbrook Park.

1.3.2. No Utilities at Lehigh Park. TMTA acknowledges, understands and agrees that the Lehigh Park does not have any dry and wet utilities, including, without limitation, electricity, gas, internet and telecommunication services, light, power or water.

1.4. The Entitlements. District shall be responsible for obtaining and maintaining all approvals, authorizations, consents, licenses and/or permits, including, without limitation, a conditional use permit from the **COUNTY OF KERN**, a California political subdivision (the “County”), that may be required to construct and install (collectively the “Entitlements”) the Pump Track and the Lehigh Trails (singularly and collectively the “Improvements” on a generic basis) at its sole cost and expense without right of reimbursement from the TMTA. District shall be solely responsible for any and all charges, costs, expenses, and fees associated with applying for and obtaining the Entitlements without right of reimbursement from TMTA. If District is unable to obtain the Entitlements on or before Thursday, December 31, 2015, or if the conditions of approval associated with the Entitlements are deemed to be too arduous or onerous, or unreasonable by District in its sole and absolute discretion, then District may terminate this Agreement, either in whole or in part, upon giving TMTA’s ten (10) days prior written notice of its exercise of said right to terminate early.

1.5. District Support of TMTA: The Operation of the Improvements.

1.5.1. District Support of TMTA. District shall recognize TMTA’s contributions in designing and planning, then building, constructing, fabricating and installing, and subsequently maintaining, repairing and servicing the Improvements in appropriate signage at an appropriate location in a manner determined by District and subject to the approval of TMTA, which shall not be unreasonably conditioned, delayed or withheld. District also shall provide TMTA with the use of a meeting room for TMTA’s board and other meetings at District’s main office. District additionally shall allow TMTA to have an informational display/booth as approved and coordinated with District: (i) at each trailhead up to two (2) times per calendar year for the purposes of providing information about TMTA memberships and mountain biking events; and, (ii) during District permitted mountain bike events.

1.5.2. The Operation of the Improvements.

1.5.2.1. Openings and Closings. District shall make all decisions as to when to close and reopen the Improvements due to poor conditions or other unforeseen circumstances. However, TMTA may make recommendations to District as to when to close and reopen the Improvements due to poor conditions or other unforeseen circumstances observed during Maintenance Services (as defined in Section 2.1.3.1). District shall promptly notify TMTA when any Improvements are closed and when reopened in such a manner to allow TMTA to post such closings and reopening digitally on social media and its website, or in printed media.

1.5.2.2. Events. The parties acknowledge and understand that District shall require any third party sponsoring or otherwise putting on an event using the Lehigh Trails to agree to: (i) repair to any damage to them that may occur during the event; (ii) obtain and maintain public liability insurance covering the event against claims for personal injury and death in the amount of not less than One Million Dollars and No Cents (\$1,000,000.00) for injury or death of any one (1) person, Two Million Dollars and No Cents (\$2,000,000.00) per occurrence and One Hundred Thousand Dollars and No Cents (\$100,000.00) property damage (including automobile); (iii) name District and TMTA, and, if applicable, Lehigh as additionally insureds and loss payees under such insurance policy; (iv) provide a certificate of insurance showing that the requirement of Sections 1.5.2.2(ii) and (iii) are satisfied before the event occurs; and, (v) obtain releases (in such form as prescribed by District) from event participants releasing District and TMTA, and, if applicable, Lehigh from any liability or damage.

2. The Services.

2.1. Generally. During the term of this Agreement, TMTA shall, at its sole cost and expense without right of reimbursement from District, provide the services described in this Section 2.1 (singularly and collectively the “Services” on a generic basis) upon the conditions, covenants, provisions and terms set forth in this Agreement.

2.1.1. Designing and Planning. TMTA shall provide assistance, guidance and support to District in designing and planning the Improvements (singularly and collectively the “Plans” on a generic basis) in accordance with the guidelines of the **INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION**, a California nonprofit public benefit corporation (“IMBA”), and any applicable Laws (as defined in Section 2.4). As part of the Plans, the parties shall address the issues of: (i) erosion control features; (ii) planned ability level of any trail segment; and, (iii) signage, including, without limitation, cautionary, directional and informational trail signage. After the finalization of the Plans for the Improvements and prior to its construction and installation pursuant to Section 2.1.2, TMTA shall provide District with an estimate for materials and supplies, and timeline for completion of the Improvements for the approval of District, which shall not be unreasonably conditioned, delayed or withheld.

2.1.2. Construction and Installation. Subject to Section 2.3, the Improvements, including, without limitation, signage, shall be constructed and installed pursuant to the Plans and in accordance with applicable Law in a diligent, and good and workmanlike manner by TMTA at its sole cost and expense without right of reimbursement from District. TMTA shall not install anything else as part of the Improvements without the prior written consent of District as exercised in its sole and absolute discretion. The Improvements shall be the sole and exclusive tangible personal property of District.

2.1.3. Maintenance, Repair and Service.

2.1.3.1. Generally. Subject to Sections 2.1.3.2, 2.1.3.3 and 2.3, and subject to the directions, instructions and orders of District, TMTA, at its sole cost and expense without reimbursement from District, shall at all times improve (including, without limitation, making alignment changes), maintain, renovate, repair, replace and service the Improvements, and keep them in a good, safe and sound condition of operation and repair, normal wear and tear excepted, and in conformity with any and all applicable Laws (collectively the "Maintenance Services"). As part of the Maintenance Services, TMTA shall cut, mow, remove and/or sculpt brush, fallen trees, limbs, undergrowth and weeds, and also clean up and remove all debris, garbage, junk, litter, rubbish and other trash within the Improvements. Notwithstanding the foregoing, if the Improvements fail for any reason, TMTA shall immediately undertake remedial action to repair or remove the Recreational Facilities upon notice of such failure. Also notwithstanding the foregoing, District shall do the following at its sole cost and expense without right of reimbursement from TMTA: (i) provide TMTA with any reasonably required materials to effectuate any repairs; and, (ii) remove any graffiti. TMTA hereby waives all rights to make repairs at the cost and expense of District as provided by California Civil Code Section 1942 or any other applicable Law.

2.1.3.2. Specific TMTA Duties, Obligations and Responsibilities. TMTA specifically agrees to do the following as part of the Maintenance Services at its sole cost and expense without right of reimbursement from District:

- a. Conduct weekly inspections of the Improvements and documenting any needed Maintenance Services to be performed and otherwise undertaken. A record of such inspections shall be kept and provided to District monthly following TMTA regular Board of Director meetings. The parties shall develop a mutually agreeable inspection log report form for use by Volunteers (as defined in Section 2.1.4) when conducting said inspections;
- b. Scheduling and organizing at least two (2) work parties per year to undertake major Maintenance Services, including improving (such as making alignment changes), refurbishing and renovating the Improvements;
- c. Give District prompt notice of any accident, condition, disturbance, incident or occurrence at the Improvements that might create a hazard to the public and other invitees or users; and,
- d. TMTA will provide District: (i) for work parties of less than four (4) individuals, at least two (2) business days prior written notice before commencement of any Maintenance Services; or, (ii) for work parties of five (5) or more individuals, at least five (5) business days prior written notice before commencement of any Maintenance Services.

2.1.3.3. By District. District reserves the right to inspect and also to make emergency repairs to the Improvements. District's inspections are for its sole and exclusive benefit and do not constitute or imply acceptance of any work as conforming to the requirements of this Agreement. The presence or absence of a District inspector or the making or not making of emergency repairs does not relieve TMTA from its duties, obligations or responsibilities under this Agreement or in the provision of the Services.

2.1.4. Volunteers. TMTA shall assign volunteers to District ("Volunteers") to provide the Services under this Agreement. The Volunteers shall be subject to complying with the procedures, protocols, regulations and rules of District. In addition, the respective duties, obligations and responsibilities of the parties with regard to the Volunteers are set forth in Exhibit "A" attached hereto and incorporated herein by reference as if fully set herein at length. The Volunteers must agree to: (i) complete an application and sign a liability release; (ii) submit to criminal background checks; (iii) go through and satisfy the training and qualification requirements of District; and, (iv) accept, follow and submit to the directions, instructions and orders of District, including, without limitation, its directors, officers and employees. TMTA and the Volunteers shall not interfere with the enjoyment of the public of the Meadowbrook Park and the Lehigh Park.

2.2. Performance. While it is the intent of TMTA to use its reasonable efforts (unless specifically provided otherwise) in the performance of its duties, obligations and responsibilities under this Agreement and the provision of the Services, TMTA cannot and does not guarantee any specific results. TMTA represents and warrants to District that it has no agreement or contract, whether oral or written, express or implied, with any person or entity that will preclude it from fully performing its duties, obligations and responsibilities under this Agreement.

2.3. Equipment, Materials, Supplies and Tools. District agrees to timely furnish adequate and sufficient equipment, materials, supplies and tools to TMTA at District's sole cost and expense without right of reimbursement from TMTA in order to facilitate TMTA's performance of its duties, obligations and responsibilities under this Agreement, including, without limitation, the Services. District also agrees to furnish adequate and sufficient sanitation services, including, without limitation, portable restrooms and trash receptacles, to ensure proper health and safety. Notwithstanding the foregoing and to the extent TMTA has special tools or its own equipment and tools, then TMTA shall use them before requesting equipment and tools from District.

2.4. Compliance with Laws. Each party shall comply with any and all applicable acts, administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority or entity charged with the enforcement, interpretation or administration thereof, agreements with, approvals, authorizations, awards, codes, consents, declarations, decrees, directed duties, directives, guideline documents, guidelines, edicts, exemptions, injunctions, judgments, laws, licenses, non-contractual restriction, orders, ordinances, permits, process, regulations, requests, requirements, rules, rulings, sanctions, standards, statutes, treaties, waivers and/or writs, now in force or as may be enacted or amended, changed, modified, promulgated, revised, or supplemented, (singularly a "Law" and in plural "Laws") of any and all the **UNITED STATES GOVERNMENT**, the **STATE OF CALIFORNIA**, the County and/or all other applicable courts, governmental authorities and public agencies, or rulemaking authorities having jurisdiction over the Meadowbrook Park, the Pump Track, Lehigh Park, the Lehigh Trails and/or the provision of the Services (singularly a "Governmental Agency" and in plural "Governmental Agencies"). Each party shall give all notices and warnings required by applicable Law. Each party additionally shall furnish a safe place or work to its agents, employees and volunteers. Each party further shall correct or otherwise cure any failure to fully and/or timely comply with any applicable Law, including without limitation, if caused by the correcting party or its agents, directors, employees, independent contractors, officers, representatives, servants and/or invitees, at the correcting party's sole cost and expense without right of reimbursement from the other party. Subject to Section 1.4, each party finally is responsible for obtaining and maintaining any and all approvals, authorizations, consents, licenses and/or permits that may be required to perform its duties, obligations and responsibilities under this Agreement at its sole cost and expense without right of reimbursement from the other party.

2.5. Dangerous or Hazardous Materials. Except as provided below, TMTA shall not dispose of, keep, manufacture, store, transport or use any contaminants, materials, oils, pollutants, or anything else considered dangerous, explosive, flammable, hazardous or toxic by any responsible insurance company or Governmental Agency, or under applicable Laws, or that constitutes a health hazard (collectively the “Dangerous or Hazardous Materials”) upon the Meadowbrook Park and the Lehigh Park. As part of its duties, obligations and responsibilities under Section 2.4, TMTA also shall comply with any and all applicable Laws governing and regulating the Dangerous or Hazardous Materials, or air, noise or water standards (collectively the “Environmental Laws”). TMTA shall indemnify, hold harmless and defend District and its directors, officers, employees, agents, independent contractors and representatives from any breach of this Section 2.5 and/or violation of any applicable Environmental Laws, including, without limitation, charges, costs, expenses and fees of cleanup and remediation, damages, liabilities, and penalties, whether civil and/or criminal, pursuant to Section 6.1.1. TMTA may only keep, store or use any Dangerous or Hazardous Materials with the express written consent of District, as given in its sole and absolute discretion, and in strict accordance with the Environmental Laws, including, their discharge, disposal, handling, storage or transportation.

3. Ancillary Duties, Obligations and Responsibilities of the Parties.

3.1. Consultations. The parties agree that TMTA shall make itself available to consult and meet with District at reasonable places and times as District believes are beneficial or necessary. TMTA shall perform its duties, obligations and responsibilities under this Agreement at its sole cost and expense, and without right of reimbursement from District except as provided in Section 1. All of the Services shall be subject to District’s general right of review to assure its satisfactory completion. District shall own the results of TMTA’s efforts undertaken pursuant to this Agreement. TMTA shall designate a Trail Steward as its liaison with District regarding the performance of its duties, obligations and responsibilities under this Agreement and the provision of the Services.

3.2. Non-Exclusivity of the Services. TMTA shall provide the Services to District as are reasonably necessary upon a non-exclusive basis during the term of this Agreement. Notwithstanding the foregoing, the parties agree that TMTA shall devote a reasonable portion of its attention and time in providing the Services to District.

3.3. Independent Contractor; No Agency. TMTA shall be an independent contractor of District. Thus, TMTA shall not possess any management authority within District. TMTA also shall not enter into any agreements or contracts, whether oral or written, express or implied, or otherwise incur any indebtedness on behalf of District without its prior approval. No insurance of any kind shall be obtained or maintained on behalf of TMTA by District.

3.4. Ownership of Writings; No Ownership Interest; Waiver of Claim of Adverse Possession. The Plans and any and all data, information, materials, records and other writings arising out of, concerning or relating to the Improvements and the Plans, or acquired, created, developed, documented or prepared under this Agreement shall be the sole and exclusive property of District. Nothing in this Agreement shall be construed to give TMTA either an ownership interest in the Meadowbrook Park, the Lehigh Park or the Improvements. Any and all amenities, betterments, fixtures, improvements and other structures constructed or installed at, in, on, under or upon the Meadowbrook Park and/or Lehigh Park, including, without limitation, the Improvements, shall be the sole and exclusive property of District except as otherwise provided in the Lehigh Agreement. TMTA also specifically waives any right to allege, assert or claim adverse possession against all or any portion of the Meadowbrook Park and/or Lehigh Park, including, without limitation, the Improvements.

3.5. Waste and Nuisance. TMTA shall not commit, or permit other TMTA Parties (as defined in Section 6.2) to commit, waste in the Meadowbrook Park and the Lehigh Park. TMTA also shall not, or permit other TMTA Parties to, commit, maintain or permit the commission of any nuisance (as defined pursuant to California Civil Code Section 3479) in the Meadowbrook Park and the Lehigh Park.

3.6. No Security Measures. TMTA acknowledges and understands that District is not providing any guard or other security measures and/or services, and that District has no duty, obligation or responsibility to provide same. TMTA assumes all responsibility for the protection of the TMTA Parties.

4. Term of this Agreement.

4.1. Generally. Unless otherwise terminated as provided in Section 4.2, 4.3 or 4.4, the term of this Agreement shall commence on the Effective Date and expire at 5:00 p.m., Pacific Time, on Wednesday, July 31, 2019. Thereafter, the term of this Agreement shall automatically renew in one year (1 yr.) increments/periods unless either party gives the other party written notice of its election not to renew this Lease on or before May 31 of each calendar year commencing on Friday, May 31, 2019.

4.2. Termination upon Default. Should either party default in the performance of its duties, obligations and responsibilities under this Agreement, the innocent party may terminate this Agreement by giving written notice to the defaulting party pursuant to Section 5.1.

4.3. Termination for Convenience. District shall have the right to terminate this Agreement, either partially or as a whole, as provided in Section 1.4. At any time during the term of this Agreement, District shall have the unfettered right to terminate this Agreement for convenience upon ninety (90) days' prior written notice to TMTA. Except as otherwise provided in this Section 4.3, and Sections 4.4, 4.5 and 6.4, District shall have no further duties, obligations or responsibilities to TMTA.

4.4. Effect of the Termination of the Lehigh Agreement. At any time when the Lehigh Agreement terminates, then District shall immediately advise TMTA of same in writing. Upon TMTA's receipt of such written notification, the parties agree that this Agreement shall be deemed automatically amended so as to solely and exclusively apply to the Meadowbrook Park without the need of any further action of the parties. Thus, and except as provided in Sections 4.5 and 6.4, TMTA's duties, obligations and responsibilities concerning the Lehigh Trails also would cease.

4.5. Removal of the Pump Track and/or the Lehigh Trails upon the Expiration or Earlier Termination of This Agreement. On or before the expiration or earlier termination of this Agreement as to the Pump Track and, if still applicable, the Lehigh Trails, and the Lehigh Agreement, solely and exclusively as to the Lehigh Trails, District shall advise TMTA in writing whether or not the Improvements need to be removed (in which time they will become the sole and exclusive property of TMTA) and also if the Meadowbrook Park and/or the Lehigh Park, as applicable, need to be restored. If so, then any removal and, if applicable, restoration shall be performed and undertaken by TMTA at its sole cost and expense without right of reimbursement from District. For the purposes of this Section 4.5, the term "removal" means that the Improvements have been removed and the site area made clean and free of debris. For the purposes of this Section 4.5, the term "restoration" means the following: (a) with regard to the Pump Track, performing and otherwise undertaking the following: (i) removing and disposing of all dirt imported for the Pump Track; (ii) grading the site area flat; and, (iii) repairing any damage to Meadowbrook Park caused by TMTA while undertaking the requirements under Section 4.5(a)(i) and (ii), (b) with regard to the Lehigh Trails, _____; and, (c) with regard to both the Pump Track and the Lehigh Trails, the site areas shall be made to

conditions equal to or better than those pre-existing the Improvements. With regard to the Pump Track and notwithstanding the foregoing, District shall be responsible for re-seeding the site area of the Pump Track at its sole cost and expense without right of reimbursement from TMTA. If District either does not provide any written notice to TMTA or elects in writing not to have the Improvements removed, then the Improvements shall remain the sole and exclusive property of District.

5. Default; Remedies; Limitation of Liability; Waiver of Consequential Damages.

5.1. Default. Either party may, at its sole and absolute discretion, terminate this Agreement upon its breach by the other party. The terminating party shall give written notice of said breach to the breaching party, who shall then have three (3) days within which to correct or cure said breach. In the event said correction or cure is not reasonably acceptable to it, the terminating party may elect to terminate this Agreement by giving fifteen (15) days written notice to the other party. Said notice of termination shall specify the grounds for termination and be supported by a statement of all relevant facts.

5.2. Damages upon Termination. Subject to Section 5.3 or as restricted elsewhere in this Agreement, a party shall be entitled to all damages or other remedies, as applicable, available at law or in equity, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity. Notwithstanding the foregoing or anything else to the contrary in this Agreement, a party may enforce its indemnification rights set forth in Section 6.1 against the other party by any legal or equitable remedies available to them.

5.3. Limitation of Liability; Waiver of Consequential Damages. The parties agree that under no circumstances and in no event shall a party be liable for consequential, exemplary, incidental, punitive, special or other indirect damages or lost profits to the other party, and all such damages are hereby waived to the extent permitted by Law. The parties also agree that TMTA shall not be liable for any damage to the Pump Track and/or the Lehigh Trails caused by an Act of God, such as earthquakes, flooding, lightening, rain, snow or storms, or the actions or acts of a third party of damage, defacement, destruction, fire and/or vandalism. The provisions of California Civil Code Sections 1932(2) and 1933(4) shall not apply to this Agreement and the parties hereby waives the benefits thereof. This Section 5.3 shall survive the expiration or earlier termination of this Agreement.

6. Indemnification; Risk; Liens.

6.1. Indemnification.

6.1.1. Indemnification by TMTA. To the maximum extent allowed under the Laws of the State of California, and except as otherwise provided in Sections 5.2 and 6.3, TMTA shall defend, indemnify and hold District and its directors, officers, employees, agents, independent contractors, representatives and successors free and harmless from and against any and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, present and future, from and against any and all actions, causes of action, claims, costs, damages, deficiencies, demands, expenses, fees, fines, injuries, interest, judgments, lawsuits, legal or administrative proceedings, liabilities, losses, penalties, recoveries, suits and other sanctions, and any attorney fees and other reasonable costs and expenses, arising or imposed with or without District's fault or negligence or under the doctrine of strict liability, arising out of, concerning or related in any manner or way to the following: (i) its breach of this Agreement; (ii) its rendering of the Services; and/or, (iii) the acts, actions, negligence or willful misconduct of any TMTA Party. Notwithstanding the foregoing, each party shall remain responsible for its own negligence or willful conduct. District may participate in the defense of any claim or suit without relieving TMTA of any duty, obligation and responsibility under this

Section 6.1.1. TMTA's duties, obligations and responsibilities under this Section 6.1.1 shall not be limited by any insurance coverage under Section 7.

6.1.2. Indemnification by District. To the maximum extent allowed under the Laws of the State of California, and except as otherwise provided in Sections 1.3.1, 5.3 and 6.1, District shall defend, indemnify and hold TMTA and its directors, officers and members free and harmless, to the fullest extent District is empowered to do so, from and against any and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, present and future, from and against any and all actions, causes of action, claims, costs, damages, deficiencies, demands, expenses, fees, fines, injuries, interest, judgments, lawsuits, legal or administrative proceedings, liabilities, losses, penalties, recoveries, suits and other sanctions, and any attorney fees and other reasonable costs and expenses, arising or imposed with or without TMTA's fault or negligence or under the doctrine of strict liability, arising out of, concerning or related in any manner or way to the following: (i) its breach of this Agreement; and/or, (ii) its breach of the Lehigh Agreement. Notwithstanding the foregoing, each party shall remain responsible for its own negligence or willful conduct. TMTA may participate in the defense of any claim or suit without relieving District of any duty, obligation and responsibility under this Section 6.1.2.

6.2 Risk. TMTA and its directors, officers, employees, members and invitees (singularly a "TMTA Party" or in plural "TMTA Parties") shall use the Pump Track and/or the Lehigh Trails at their own risk. If a TMTA Party shall at any time damage or destroy the Pump Track, the Lehigh Trails, or any real or tangible personal property District, TMTA shall promptly pay to District the full amount of damage therefore.

6.3. Liens. In addition to Section 6.2, TMTA shall keep the Property free and clear from any and all mechanic's liens or other liens arising out of, concerning or relating to TMTA's performance of the conditions, provisions and terms of this Agreement and also the provision of the Services. TMTA shall promptly pay and discharge any such mechanic's liens or other liens. TMTA also shall indemnify, hold harmless and defend District from and against such mechanic's liens or other liens pursuant to Section 6.1.1, and/or any loss incurred by District as a result.

6.4. Survival. This Section 6 shall survive the expiration or earlier termination of this Agreement.

7. Insurance.

7.1. Liability Insurance. TMTA shall obtain and maintain during the term of this Agreement public liability insurance covering the Pump Trail and the Lehigh Trails, and the activities of TMTA Parties and their invitees, and the public thereon against claims for personal injury and death in the amount of not less than One Million Dollars and No Cents (\$1,000,000.00) for injury or death of any one (1) person, Two Million Dollars and No Cents (\$2,000,000.00) per occurrence and One Hundred Thousand Dollars and No Cents (\$100,000.00) property damage (including automobile).

7.2. Worker's Compensation. During the term of this Agreement, each party shall obtain, if necessary, and maintain Worker's Compensation insurance as required by the Laws of the State of California.

7.3. Insurance Requirements. The insurance policy carried by TMTA pursuant to Section 7.1 shall name District, Lehigh and their respective directors, officers, employees, agents, independent contractors and representatives as additional insureds and loss payees thereunder, and shall be payable as the interests of the parties hereto may appear. TMTA shall furnish to District a certificate evidencing the fact that said insurance has been obtained and is in full force and effect, that District has been named as an additional insured, that the premiums thereon have been paid, and that such insurance cannot be canceled without thirty (30) days prior written notice to District. A true and correct copy of TMTA's certificate of liability insurance as of the Effective Date is attached hereto as Exhibit "B" and incorporated herein by reference as if fully set herein at length. TMTA shall require any and all contractors or subcontractors assisting it in performing its duties, obligations and responsibilities under this Agreement and providing the Services to meet and otherwise satisfy the same indemnification and insurance requirements that are required of TMTA under Section 6 and this Section 7.

8. Miscellaneous Provisions.

8.1. Enforceability. Each party acknowledges, understands and agrees that: (i) the covenants and the restrictions contained in this Agreement are necessary, fundamental, and required for the protection of the Business; (ii) such covenants relate to matters which are of a special, unique and extraordinary character that gives each of such covenants a special, unique and extraordinary value; and, (iii) a breach of any of such covenants or any other provisions of this Agreement will result in irreparable harm and damages to District that cannot adequately be compensated for by a monetary award. Accordingly, the parties agree that, in addition to all other remedies available at law or equity, District shall be entitled to the immediate remedy of a temporary restraining order, preliminary injunction, or such other form of injunctive or equitable relief as may be used by any court of competent jurisdiction to restrain or enjoin any or all of TMTA and their agents, representatives, servants and all others acting for, under, or in concert with them from breaching this Agreement.

8.2. Remedies Not Exclusive. Any party's use of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such party of, or limit the application of, any other remedy provided by law, at equity or otherwise.


8.3. Attorneys' Fees and Disbursements. In the event of any action at law or in equity between the parties to enforce or interpret this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by such successful party and, if such successful party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment. The successful party shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, then the successful party shall be determined by the court. For the purpose of this Section 8.3, the term "attorneys' fees and disbursements" shall include, but not be limited to, fees and disbursements incurred in connection with the following: (i) contempt proceedings; (ii) discovery; (iii) any motion, proceeding or other activity of any kind or nature in connection with a bankruptcy proceeding or case arising out, concerning or related in any way to any petition under Title 11 of the United States Code, as the same shall be in effect from time to time, or any similar law; (iv) garnishment, levy, and debtor and third party examinations; and, (v) post judgment motions, proceedings or activity of any kind or nature, including, without limitation, any activity taken to collect or enforce any judgment.

8.4. Waiver. No waiver of any default or failure or delay to exercise any right or remedy by a party shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.


8.5. Warranties of the Parties. Each party understands, acknowledges, agrees, represents and warrants to the other party that it has received independent legal advice from its attorneys with respect to the advisability of entering into this Agreement or has intentionally elected not to seek the advice of counsel and has carefully reviewed and considered the terms and conditions of this Agreement, that it is empowered to execute this Agreement, and that its execution of this Agreement is free and voluntary.

8.6. Further Assurances. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts that may be reasonably necessary to carry out the intent of the parties and this Agreement.

8.7. Notices. All notices, demands, or other communications that either party desires or is required or permitted to give or make to the other party under or pursuant to this Agreement (collectively referred to as "notices") shall be made or given in writing and shall either be: (i) personally served; (ii) sent by registered or certified mail, postage prepaid; (iii) sent by telex or facsimile ("fax"); or, (iv) sent by a nationally recognized overnight delivery service or courier (such as Federal Express). All notices shall be addressed or faxed to or personally served on the parties as follows:

<p>DISTRICT:</p>  <p>Tehachapi Valley Recreation & Park District</p>	<p>Mr. Matt Young District Manager TEHACHAPI VALLEY RECREATION AND PARK DISTRICT 490 West "D" Street Tehachapi, CA 93561 Telephone No. 661.221.3228 Cellphone No. 661.221.2750 Telefax No. 661. _____ - _____ E-Mail: m.young@tvrpd.org</p> <p>Mr. Nolan Ferdinand Maintenance Supervisor TEHACHAPI VALLEY RECREATION AND PARK DISTRICT 490 West "D" Street Tehachapi, CA 93561 Telephone No. 661.221.3228 Cellphone No. 661.203.4473 Telefax No. 661. _____ - _____ E-Mail: n.ferdinand@tvrpd.org</p>
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<p style="text-align: center;">TMTA:</p> 	<p>Mr. Steve Hansen President TEHACHAPI MOUNTAIN TRAILS ASSOCIATION PO Box 455 Tehachapi, CA 93561 Cellphone: 661.513.6616 E-Mail: steven.hansen.9@us.af.mil</p> <p>Mr. Brian Rails Secretary TEHACHAPI MOUNTAIN TRAILS ASSOCIATION PO Box 455 Tehachapi, CA 93561 Cellphone: 661._____ E-Mail: calrider76@gmail.com</p>
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Notices given by a party pursuant to the alternative methods described in this Section 8.7 shall be deemed to have been delivered to and received by the other party at the following times: (a) for notices personally served, on the date of hand delivery to the other party or its duly authorized employee, representative, or agent; (b) for notices given by registered or certified mail, on the date shown on the return receipt as having been delivered to and received by the other party or parties; (c) for notices given by fax, on the date the notice is faxed to the other party or parties; provided, however, that notices given by fax shall not be effective unless either (i) a duplicate copy of such faxed notice is promptly given by first-class mail, postage prepaid, and addressed as provided above, or (ii) the sending party's facsimile equipment is capable of providing a written confirmation of the receiving party's receipt of such notice; provided further, however, any notice given by fax shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a nonbusiness day; or, (d) for notices delivered by overnight courier, on the next business day after same has been deposited with the courier as evidenced by the receipt provided by such courier to the party giving notice.

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 8.7, and that any person to be given notice actually receives such notice. A party may change or supplement its designated agent, address, or fax number given above, or designate additional agents, addresses or fax numbers for notice purposes, by giving notice to the other party in the manner set forth in this Section 8.7, provided that any such address change shall not be effective until five (5) days after the notice is delivered or received by the other party.

8.8. Binding Effect. Subject to Section 8.9, this Agreement shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, past, present, and future.

8.9. Assignment. Notwithstanding Section 8.8, TMTA shall not have any right to assign this Agreement. However, District may assign this Agreement with TMTA's prior written consent that shall not be unreasonably withheld.

8.10. No Third Party Beneficiary; No Partnership or Joint Venture Created. This Agreement is made for the sole benefit of the parties and their respective successors and assigns and no other person or persons shall have any right of action hereon. Nothing in this Agreement shall be construed, deemed or interpreted by the parties or by any third person to create the relationship of principal and agent or of partnership, joint venture or any other association other than that of client and independent contractor between the parties.

8.11. Entire Agreement. This Agreement contains the entire agreement between the parties and constitutes an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect except for this Agreement.

8.12. Modification. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

8.13. Governing Law; Venue. This Agreement shall be construed, enforced, governed by, interpreted and performed pursuant to the internal laws, and not the law of conflicts, of the State of California applicable to agreements, contracts and understandings made and to be performed in such state. The parties also agree that this Agreement is made and to be performed in the State of California, and therefore that the only proper venue for any litigation shall be the Kern County Superior Court, Metropolitan Division.

8.14. Construction; Computation of Time.

8.14.1. Construction. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties. The captions and headings of this Agreement's articles and sections do not in any manner define their scope, meaning or intent of this Agreement and all of documents executed and delivered pursuant to this Agreement. All exhibits referred to in this Agreement or any documents executed and delivered pursuant to this Agreement are deemed to be incorporated by reference as if fully set forth at length. Unless the provisions of this Agreement or the context require otherwise, the definitions contained in this Agreement shall govern the construction and interpretation of this Agreement and also all documents executed and delivered pursuant to this Agreement. Whenever any reference is made to any law, such reference shall apply to all amendments and additions thereto heretofore or hereafter made. The present tense includes the past and future tenses, and the future tense includes the present tense. The masculine, feminine or neuter gender shall be deemed to include the other. The singular or plural number shall be deemed to include the other. The words "shall" and "agrees" are mandatory, and "may" is permissive. The term "person" includes individuals, corporations, partnerships, trusts and other entities and associations. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written." Locative adverbs such as "herein," "hereto" and "hereunder" shall refer to this Agreement in its entirety and not to any particular paragraph, provision or section. The parties acknowledge that each party and its counsel, if applicable, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The parties

acknowledge, understand and agree that their respective agents and representatives executing this Agreement on behalf of each of the parties are learned and conversant in the English language, and that the English language shall control the construction, enforcement, governance, interpretation and performance of this Agreement.

8.14.2. Computation of Time. The time in which any act under this Agreement is to be done shall be computed by excluding the first (1st) day and including the last day. The time in which any act under this Agreement is to be done shall be computed by excluding the first (1st) day and including the last day. If the last day of any time period shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday. Unless preceded by the word "business," the word "day" shall mean a "calendar" day. The phrase "business day" shall mean a day that is neither a Saturday, Sunday, nor a federal and/or State of California bank holiday.

8.15. Confidentiality. Each party agrees, covenants, represents and warrants to the other party that this Agreement shall be kept in strict confidence by the parties and no party shall disclose to a third party the details of this Agreement unless such disclosure is consented to by the other party, the disclosing party is required to do so by federal, the State of California, or local law, or in the event of litigation between the parties.

8.16. Partial Invalidity. If any clause, paragraph, phrase or sentence of this Agreement shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining clauses, paragraphs, phrases and sentences of this Agreement shall not be affected thereby and the parties shall negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this Agreement.

8.17. No Recordation of the Memorandum; Quitclaim Deed. The parties agree not to record a memorandum of this Agreement against the Meadowbrook Park and/or the Lehigh Park in the Kern County Official Records.

8.18. Time of the Essence. Time is of the essence under this Agreement.

8.19. Advice to Seek Independent Counsel. TMTA HEREBY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT **CLIFFORD & BROWN, A PROFESSIONAL CORPORATION**, A CALIFORNIA PROFESSIONAL CORPORATION, HAS REPRESENTED DISTRICT IN THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, THAT IT DOES NOT AND HAS NOT REPRESENTED TMTA IN CONNECTION WITH THIS AGREEMENT, AND THAT TMTA HAS BEEN ADVISED TO AND HAS BEEN GIVEN THE OPPORTUNITY TO OBTAIN SEPARATE INDEPENDENT COUNSEL IN CONNECTION WITH THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT.

8.20. Separate Counterparts. This Agreement may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes.

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8.21. Effectiveness. This Agreement shall become effective as of the Effective Date upon its execution and delivery by all of the parties.

THE PARTIES HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH PROVISION IN IT AND BY EXECUTING IT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT. THE PARTIES AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, ITS CONDITIONS, PROVISIONS AND TERMS ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF THE PARTIES WITH RESPECT TO ITS PURPOSE.

DATED: _____, 2015

**TEHACHAPI VALLEY RECREATION AND
PARK DISTRICT**, a California park and recreation
district ("District")

By: _____
MATT J. YOUNG
Its: District Manager

DATED: _____, 2015

**TEHACHAPI MOUNTAIN TRAILS
ASSOCIATION**, a California mutual benefit nonprofit
corporation ("TMTA")

By: _____
STEVE HANSEN
Its: President

By: _____
BRIAN RAILS
Its: Secretary

EXHIBIT	NAME
"A"	Volunteers
"B"	TMTA's Certificate of Liability Insurance

EXHIBIT "A"

Volunteers

1. TMTA DUTIES, OBLIGATIONS AND RESPONSIBILITIES.

During the term of this Agreement, TMTA's duties, obligations and responsibilities with regard to the Volunteers are as follows:

1. Construction and Installation of the Improvements.

- 1.1. TMTA will provide and supervise Volunteers in the construction and installation of the Improvements.
- 1.2. Train and supervise Volunteers in appropriate construction and installation techniques in accordance with IMBA's guidelines.
- 1.3. Identify a crew leader and submit his or her name to District.
- 1.4. Coordinate work schedule and on-site public notification, when needed, with District.
- 1.5. Volunteers may use bikes on-site in testing of technical features prior to official opening as coordinated with District. No motor vehicles shall be used unless authorized by District.

2. The Maintenance Services.

- 2.1. Seasonally submit to District for approval a schedule identifying the minimum timetable for inspection of the Improvements.
- 2.2. Train and supervise Volunteers in inspection techniques.
- 2.3. Train and supervise Volunteers in how to perform the Maintenance Services.
- 2.4. Develop, evaluate and implement a winter protocol for the Maintenance Services, and then train and supervise the Volunteers on said winter protocol.

3. The Use of Chainsaws and Tree Removal.

- 3.1. Only Volunteers approved by District as "chainsaw operators" shall be allowed to operate chainsaws. Such designation shall only be granted to individuals who have been trained by District in the safe and proper use of chainsaws.
- 3.2. No live standing trees of native species over four inches (4 ins.) (except Oak trees, which shall be over two inches (2 ins.) in diameter shall be cut without first receiving approval from District.
- 3.3. Brush and small trees that are cut should be scattered at least ten feet (10 ft.) off the Lehigh Trails and lopped up so that no portion extension more than three feet (3 ft.) above the ground.
- 3.4. Large trees over twelve inches (12 ins.) in diameter that fall across the trail may be cut to clear passage for the bike trail but the remaining portions of the trees should be left in place provided it is safe to do so.

4. Alignment Changes to the Lehigh Trails.

- 4.1. Except as provided in Section 4.2 below and prior to making any significant alignment changes to the Lehigh Trails, TMTA shall submit recommendations to District for such alignment changes.
- 4.2. TMTA may make the following alignment changes to the Lehigh Trails without the need for District's approval or consent: (i) alignment changes are within ten feet (10 ft.) of the existing trail centerline and shorter than fifty feet (50 ft.) in length so long as such alignment change is at least fifty feet (50 ft.) from the "Remaining Property" as defined in the Lehigh Agreement.

5. Trail Patrol Volunteers (Ambassadors).

- 5.1. As a service to assist in monitoring trail activities and providing assistance to trail users.
- 5.2. TMTA may provide Volunteers identified and trained by TMTA as trail patrollers to ride and monitor the trails.
- 5.3. Trail patrollers can offer assistance to trail users within the scope of their training and volunteer status under TMTA.
- 5.4. Trail patrollers should call 911 for emergency assistance. Trail patrollers should document and contact District specifically for non-emergency situations such as to report suspicious activity, uncooperative behaviors and unauthorized trail use.
- 5.5. Trail patrol activities should be communicated in advance to District's management.
- 5.6. Provide District with summary trail safety reports as generated by the TMTA volunteer trail patrol.

2. DISTRICT DUTIES, OBLIGATIONS AND RESPONSIBILITIES.

During the term of this Agreement, District's duties, obligations and responsibilities with regard to the Volunteers are as follows:

- 2.1. Review and approve design and implementation plans for all agreed to volunteer activities.
- 2.2. Approve what Volunteers, if any, can operate mechanized power equipment.
- 2.3. Provide maintenance staff support for approved scheduled Maintenance Services.
- 2.4. Provide and give TMTA access to a locked on-site storage unit for hand-tools. A tool checklist shall be in the storage unit. Users should record missing or damaged tools on the checklist and report it to District.
- 2.5. Review and approve recommended technical feature designs and trail re-alignments, construction schedules, and trail maintenance schedules.

EXHIBIT "B"

TMTA's Certificate of Liability Insurance

[TO BE ATTACHED]

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**APPROVING THE ASSISTANCE AND VOLUNTEER AGREEMENT BETWEEN
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND TEHACHAPI
MOUNTAIN TRAILS ASSOCIATION**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of August 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Park District

RESOLUTION NO. 11-15

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI
VALLEY RECREATION AND PARK DISTRICT APPROVING THE
ASSISTANCE AND VOLUNTEER AGREEMENT BETWEEN TEHACHAPI
VALLEY RECREATION AND PARK DISTRICT AND TEHACHAPI
MOUNTAIN TRAILS ASSOCIATION**

Section 1. WHEREAS:

 (a) Tehachapi Valley Recreation and Park District (the "District") has a statutory purpose of providing community recreation services to the residents of the City

of Tehachapi. The District has the authorization to work with public and private entities to achieve that purpose;

(b) The District and Tehachapi Mountain Trails Association desire to enter into the agreement attached hereto as Exhibit "A" (TMTA Assistance and Volunteer Agreement)

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the District, as follows:

1. This Board finds the facts mentioned above to be true and further finds that this Board has jurisdiction to consider, approve, and adopt the subject of this Resolution.
2. This Board does hereby approve the TMTA Assistance and Volunteer Agreement; and
3. This Board authorizes the District Manager to execute the Agreement on behalf of the District.



KNORR SYSTEMS, INC.

www.knorrsystems.com

EQUIPMENT QUOTATION

Date: August 6, 2015
To: Matt Young
TEHACHAPI PARK & RECREATION
From: Ron Bravo
Project: Ultra Violet Disinfection System

SECTION	QTY	DESCRIPTION	PRICE EACH	EXTENDED TOTAL
Ultra Violet Disinfection System	1	ETS model ECF-210-4V ultra violet disinfection system, 208/220 volt, 1-phase; 4" flanged stainless steel chamber and ECF-A control panel, with 15' cables. Includes equipment commissioning and operator training	21,112.00	21,112.00
Installation Materials	1	Materials required for the installation of the above proposed ultra violet system	1,500.00	1,500.00
Installation Labor	1	Labor for the installation of the above proposed ultra violet system. Start unit up and test for proper operation	8,250.00	8,250.00
			Subtotal	\$30,862.00
			Sales Tax (7.5%)	\$1,695.90
			Estimated Freight	included
			Total	\$32,557.90

Terms and Conditions

Payment: Net 30 days from date of invoice, subject to approval of credit
Interest: 18% APR is charged on all past due invoices
Returns: Returns MUST be pre-approved, shipped prepaid and accompany written return authorization
Restock: A MINIMUM 20% restock fee applies to all returns; % is based on actual manufacturer restock fee
Freight: F.O.B. individual ship points; refer to estimated freight costs above
Sales Tax: Subject to sales tax rate as noted above
Notes: Pricing valid through September 30, 2015
Commissioning: Mechanical equipment commissioning is provided at no charge by KSI's Service Department
On-site equipment commissioning is determined by size/type equipment provided.
DIR: The installation quoted is complaint with DIR classification laborers, group one

Financial Report

Tehachapi Valley Recreation and Park District
For the period ended July 31, 2015

Prepared by

Better Ledger Inc

Prepared on

August 11, 2015

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Balance Sheet

As of July 31, 2015

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	
1001 Cash in County Treasury-General Fund	323,550.88
1002 Cash in County Treasury-Development Fees	19,836.00
1003 Cash in County Treasury-Quimby	20,311.98
Total 1000 Cash in County Treasury General Fund	363,698.86
1004 Check BOTS 4470	74,237.47
1005 County Treasury Capital Projects Fund	269,900.77
1050 Cash Box-Events	600.00
1051 Change Fund	500.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	709,137.10
Accounts Receivable	
1200 Accounts Receivable	5,425.84
Total Accounts Receivable	5,425.84
Other current assets	
1070 Prepaid Expenses	14,943.85
1075 Employee Cash Advances	70.67
1092 Credit Card Receivables	805.00
1210 Inventory Asset	4,448.55
Total Other current assets	20,268.07
Total Current Assets	734,831.01
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,493,873.55
1163 Equipment	583,723.54
1163.1 Equipment Not Placed In Service	130,467.76
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,514,288.00
1180 Fleet Vehicles and Equipment	53,289.72

	Total
1190 Construction In Progress	151,282.89
Total Fixed Assets	1,299,216.19
TOTAL ASSETS	\$2,034,047.20
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	34,921.31
Total Accounts Payable	34,921.31
Credit Cards	
2010 Cardmember Services Payable	4,414.58
2014 Home Depot Payable	1,457.23
Total Credit Cards	5,871.81
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	11,791.26
2024.3 Accrued Sick Leave	17,691.25
Total 2024 Accrued Vacation, Sick, & Comp Time	29,482.51
2207 Sales tax payable	1,680.91
2210 Payroll Liabilities	
2211 CalPERS Payable	0.43
2231 Health Plan Payable	-2,857.73
2250 Payroll Tax Liabilities	9,044.98
Total 2210 Payroll Liabilities	6,187.68
2259 Deferred Revenues-Grant Dog Park	25,000.00
2260 Veterans Memorial Fund Payable	89.58
2261 Pool Fund Payable	2,484.00
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	65,924.68
Total Current Liabilities	106,717.80
Long-Term Liabilities	
2305 CalPERS Unfunded Accrued Liability Valuation	16,264.00
Total Long-Term Liabilities	16,264.00
Total Liabilities	122,981.80
Equity	
3010 Net Investment In Capital Assets	

	Total
3012 Investment in Fixed Assets	1,288,723.79
Total 3010 Net Investment In Capital Assets	1,288,723.79
3020 Restricted Funds	
3022 Capital Projects	427,925.26
Total 3020 Restricted Funds	427,925.26
3030 Unrestricted Funds	418,701.22
3110 Retained Earnings	-161,349.65
Net Income	-62,935.22
Total Equity	1,911,065.40
TOTAL LIABILITIES AND EQUITY	\$2,034,047.20

Profit and Loss

July 2015

	Jul 2015	Jul 2015 (YTD)	Total % of Income
INCOME			
4010 Property Taxes	3,330.05	3,330.05	6.79 %
4020 Interest Income	1,014.52	1,014.52	2.07 %
4030 Adult Program Revenues	5,087.00	5,087.00	10.38 %
4050 Facility Revenue	10,783.16	10,783.16	21.99 %
4200 Contracted Classes Revenues	7,881.50	7,881.50	16.08 %
4210 Events Revenues	10,948.50	10,948.50	22.33 %
4213 Sponsorship Revenues	1,250.00	1,250.00	2.55 %
4300 Youth Program Revenues	8,328.00	8,328.00	16.99 %
4650 Discounts given	-543.75	-543.75	-1.11 %
4704 Sales	919.14	919.14	1.87 %
4760 Other Income	25.00	25.00	0.05 %
Sales of Product Income	3.97	3.97	0.01 %
Total Income	49,027.09	49,027.09	100.00 %
COST OF GOODS SOLD			
5001 Adult Program Costs	540.82	540.82	1.10 %
5004 Contracted Classes Costs	3,539.92	3,539.92	7.22 %
5005 Events Costs	10,037.37	10,037.37	20.47 %
Total Cost of Goods Sold	14,118.11	14,118.11	28.80 %
GROSS PROFIT	34,908.98	34,908.98	71.20 %
EXPENSES			
6000 Employee Costs	57,339.67	57,339.67	116.96 %
7010 Advertising & Marketing	2,567.60	2,567.60	5.24 %
7020 Bank Service Charges	22.73	22.73	0.05 %
7026 Charitable Contribution	1,365.00	1,365.00	2.78 %
7030 Dues & Subscriptions	2,720.80	2,720.80	5.55 %
7035 Equipment Rents & Leases	422.80	422.80	0.86 %
7050 Insurance	1,190.75	1,190.75	2.43 %
7060 Licenses & Fees	1,031.45	1,031.45	2.10 %
7070 Maintenance	11,764.98	11,764.98	24.00 %
7084 Meals & Entertainment	211.95	211.95	0.43 %
7090 Office Supplies	802.73	802.73	1.64 %
7120 Professional Development	4,304.00	4,304.00	8.78 %

			Total
	Jul 2015	Jul 2015 (YTD)	% of Income
7150 Professional Fees	2,021.50	2,021.50	4.12 %
7180 Security	4,597.26	4,597.26	9.38 %
7210 Telephone	2,354.87	2,354.87	4.80 %
7230 Uniforms & Apparel	739.62	739.62	1.51 %
7250 Utilities	6,523.49	6,523.49	13.31 %
Total Expenses	99,981.20	99,981.20	203.93 %
NET OPERATING INCOME	-65,072.22	-65,072.22	-132.73 %
OTHER INCOME			
8040 TVRPD Development Fee Revenues	2,137.00	2,137.00	4.36 %
Total Other Income	2,137.00	2,137.00	4.36 %
NET OTHER INCOME	2,137.00	2,137.00	4.36 %
NET INCOME	\$ -62,935.22	\$ -62,935.22	-128.37 %

Profit & Loss Prior Year Comparison

July 2015

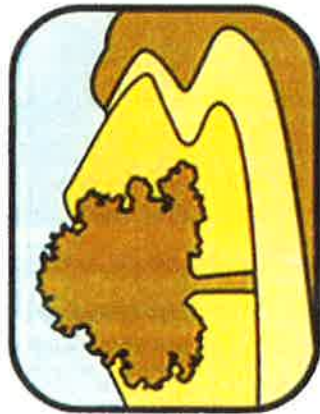
	Jul 2015	Jul 2014 (PY)	Change	Total % Change
INCOME				
4010 Property Taxes	3,330.05	7,161.84	-3,831.79	-53.50 %
4020 Interest Income	1,014.52	648.70	365.82	56.39 %
4030 Adult Program Revenues	5,087.00	7,419.00	-2,332.00	-31.43 %
4050 Facility Revenue	10,783.16	14,897.35	-4,114.19	-27.62 %
4200 Contracted Classes Revenues	7,881.50	3,890.94	3,990.56	102.56 %
4210 Events Revenues	10,948.50	6,331.62	4,616.88	72.92 %
4213 Sponsorship Revenues	1,250.00	750.00	500.00	66.67 %
4300 Youth Program Revenues	8,328.00	7,761.00	567.00	7.31 %
4610 Billable Expense Income		12,184.17	-12,184.17	-100.00 %
4650 Discounts given	-543.75	-134.00	-409.75	-305.78 %
4704 Sales	919.14	799.28	119.86	15.00 %
4750 Commission Income		19.40	-19.40	-100.00 %
4760 Other Income	25.00		25.00	
Sales of Product Income	3.97		3.97	
Total Income	49,027.09	61,729.30	-12,702.21	-20.58 %
COST OF GOODS SOLD				
5001 Adult Program Costs	540.82	618.31	-77.49	-12.53 %
5004 Contracted Classes Costs	3,539.92	5,502.53	-1,962.61	-35.67 %
5005 Events Costs	10,037.37	11,260.38	-1,223.01	-10.86 %
5008 Youth Program Costs		60.00	-60.00	-100.00 %
5704 Purchases for Resale		282.75	-282.75	-100.00 %
Total Cost of Goods Sold	14,118.11	17,723.97	-3,605.86	-20.34 %
GROSS PROFIT	34,908.98	44,005.33	-9,096.35	-20.67 %
EXPENSES				
6000 Employee Costs	57,339.67	59,788.97	-2,449.30	-4.10 %
7010 Advertising & Marketing	2,567.60	372.67	2,194.93	588.97 %
7020 Bank Service Charges	22.73	1,117.02	-1,094.29	-97.97 %
7025 Cash Short/Over		-0.05	0.05	100.00 %
7026 Charitable Contribution	1,365.00		1,365.00	
7030 Dues & Subscriptions	2,720.80	2,000.00	720.80	36.04 %
7035 Equipment Rents & Leases	422.80	431.60	-8.80	-2.04 %
7050 Insurance	1,190.75	1,184.17	6.58	0.56 %

				Total
	Jul 2015	Jul 2014 (PY)	Change	% Change
7060 Licenses & Fees	1,031.45	1,340.00	-308.55	-23.03 %
7070 Maintenance	11,764.98	6,347.66	5,417.32	85.34 %
7084 Meals & Entertainment	211.95	77.02	134.93	175.19 %
7090 Office Supplies	802.73	1,518.51	-715.78	-47.14 %
7120 Professional Development	4,304.00	650.00	3,654.00	562.15 %
7150 Professional Fees	2,021.50	1,815.00	206.50	11.38 %
7175 Scholarship Fund Expense		612.50	-612.50	-100.00 %
7180 Security	4,597.26	100.00	4,497.26	4,497.26 %
7210 Telephone	2,354.87	1,440.46	914.41	63.48 %
7230 Uniforms & Apparel	739.62	787.59	-47.97	-6.09 %
7250 Utilities	6,523.49	11,232.41	-4,708.92	-41.92 %
Total Expenses	99,981.20	90,815.53	9,165.67	10.09 %
NET OPERATING INCOME	-65,072.22	-46,810.20	-18,262.02	-39.01 %
OTHER INCOME				
8040 TVRPD Development Fee Revenues	2,137.00	2,137.00	0.00	0.00 %
Total Other Income	2,137.00	2,137.00	0.00	0.00 %
NET OTHER INCOME	2,137.00	2,137.00	0.00	0.00 %
NET INCOME	\$ -62,935.22	\$ -44,673.20	\$ -18,262.02	-40.88 %

Statement of Cash Flows

July 2015

	Total
OPERATING ACTIVITIES	
Net Income	-62,935.22
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	2,357.45
1070 Prepaid Expenses	-7,154.39
1075 Employee Cash Advances	300.00
1092 Credit Card Receivables	-805.00
2000 Accounts Payable	-10,004.01
2010 Cardmember Services Payable	3,613.82
2014 Home Depot Payable	580.60
2020 Year End Accruals	-1,074.31
2021 Accrued Salaries & Wages	-28,087.06
2022 Accrued Employer PR Taxes	-2,863.73
2207 Sales tax payable	711.18
2211 Payroll Liabilities:CalPERS Payable	0.43
2231 Payroll Liabilities:Health Plan Payable	-22.20
2250 Payroll Liabilities:Payroll Tax Liabilities	6,595.65
2258 Deferred Revenue-Events	-7,864.50
Net cash provided by operating activities	-106,651.29
INVESTING ACTIVITIES	
1162 Improvements	-3,720.51
1163 Equipment	-6,771.89
Net cash provided by investing activities	-10,492.40
FINANCING ACTIVITIES	
2305 CalPERS Unfunded Accrued Liability Valuation	656.00
Net cash provided by financing activities	656.00
NET CASH INCREASE FOR PERIOD	-116,487.69
Cash at beginning of period	825,624.79
CASH AT END OF PERIOD	\$709,137.10



Tehachapi Valley

Recreation & Park District

Five-Year Budget

FY 2015/16 – 2019/20

Tehachapi Valley Recreation and Park District

Play up. Live up.

Five-Year Budget Fiscal Year 2015/16 to Fiscal Year 2019/20

Board of Directors

Craig Mifflin, Chairman
Paulette Rush, Vice Chairwoman
Mary Lou Corpus-Zamudio, Director
Brian Duhart, PhD., Director
Gayle Stewart, Director

District Manager

Matt Young, MS CPRE, District Manager
Carrie Champlin, Administrative Assistant

Department Heads

Nolan Ferdinand, Maintenance
LeAnn Williams, MS CYSA, Recreation

Contracted Staff

Pat Osborne, Attorney, Clifford and Brown
Marlene Lewis, Accountant, Better Ledger

Tehachapi Valley Recreation & Park District

Preliminary Fire Year Budget

Fiscal 2015/2016-2019/2020

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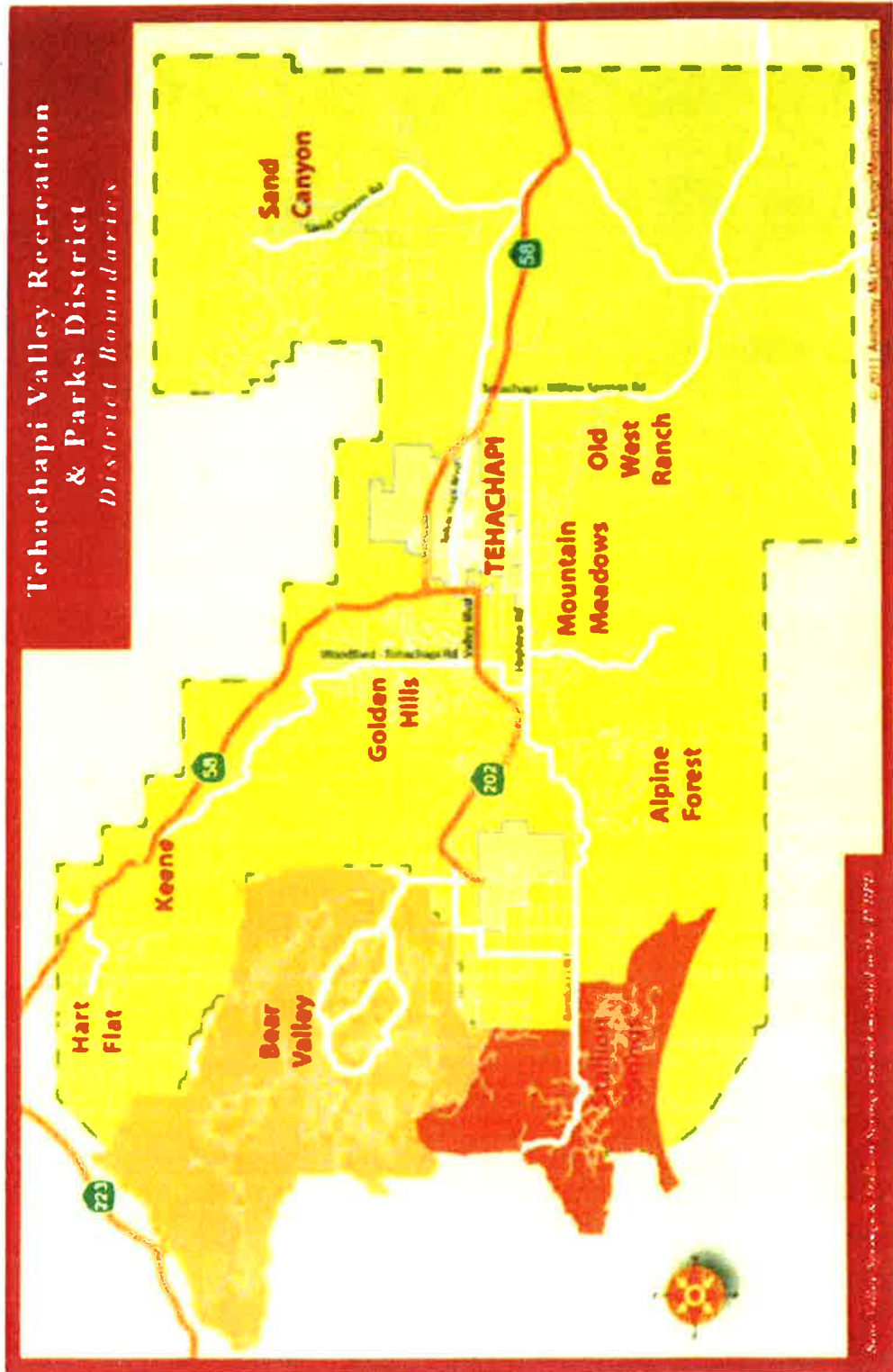
Tehachapi Valley

Recreation & Park District

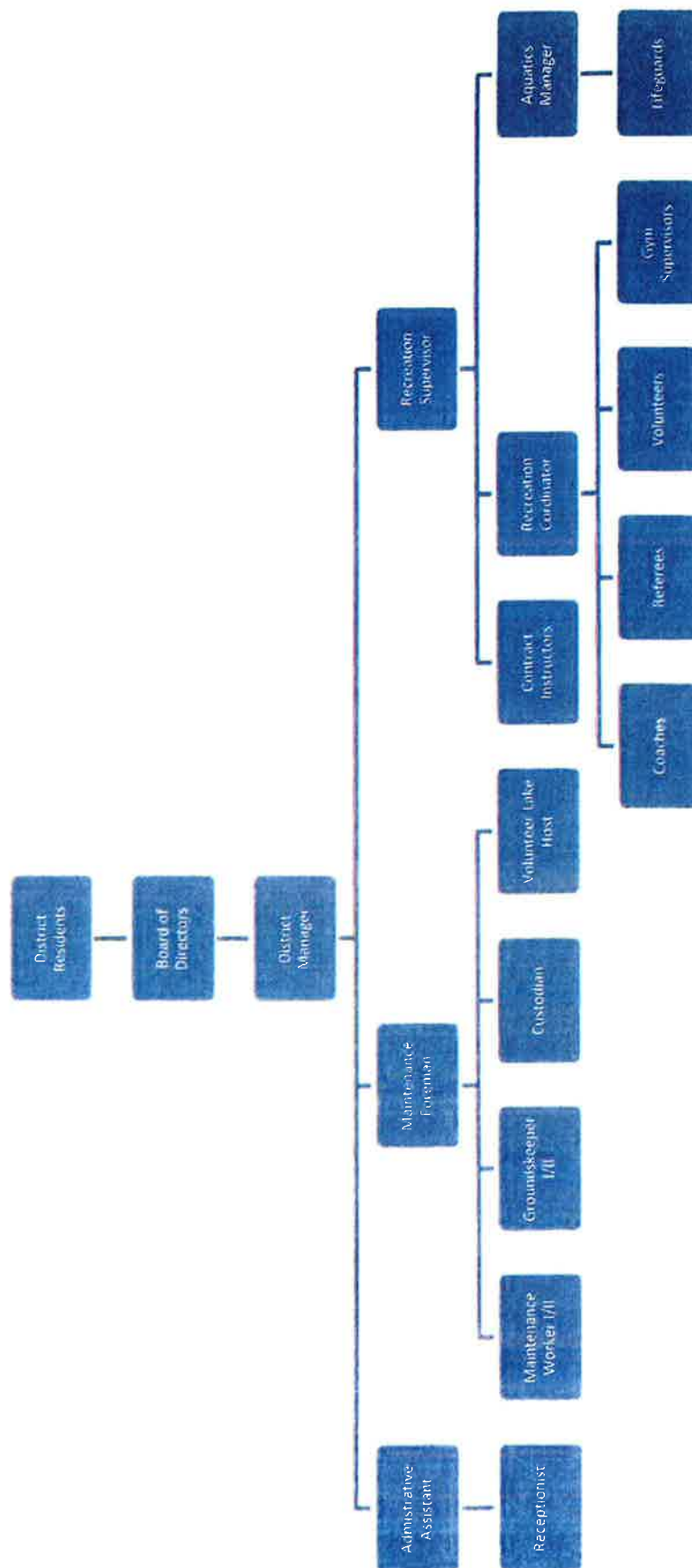
MISSION STATEMENT

The Tehachapi Valley Recreation and Park District enriches lives and fosters harmony within the community through area-wide leisure services targeted to improve healthy life styles, educational and recreational opportunities, public participation, and environmental and economical stewardship.

We accomplish this through community outreach, quality programming, activities and events, and well-maintained parks and facilities, and an aesthetically pleasing environment that is provided by professional and caring employees, contractors and volunteers.



TVRPD ORGANIZATIONAL CHART



Office Memorandum: TEHACHAPI VALLEY RECREATION & PARK DISTRICT

TO : BOARD OF DIRECTORS **DATE:** 18 AUGUST 2015

FROM : MATT YOUNG, DISTRICT MANAGER

SUBJECT : FIVE-YEAR BUDGET FOR FISCAL YEARS 2015/16 – 2019/20

INTRODUCTION

This document comprises a five-year budget for fiscal years 2015/16 through 2019/20 for the Tehachapi Valley Recreation and Park District (District). The evolution of this budget links the District's strategic programs and operational goals to available financial resources. It not only provides year-to-year fiscal information, but also assists District board members and staff in planning and accomplishing goals and objectives based on the District's Mission. Additionally, this budget serves to evaluate performance and communicate progress of the District. By linking the District's vision with the estimated available resources, the five-year operational and capital budgets serve as a tool for both change and sustainable growth.

In response to past, current and projected local economic environments the District has taken a conservative approach to budget production. While producing a balanced budget is never an easy task, and one that requires aggressive auditing of fixed and variable expenditures, the maintenance of existing revenues, as well as the research and development of new revenues, and in many some cases, the willingness to delay the acquisition of certain budget items for a later date. As such, staff is pleased to present a fiscally sound budget for fiscal year 2015/16.

One major capital project included in this budget is the Phase I redevelopment of Meadowbrook Park. A total of \$461,425 was dedicated to the construction costs and park feature acquisitions. With this funding Meadowbrook Park will receive all elements of

Phase I development, including park plaza, playgrounds, fitness and various pedestrian features, dog park, landscaping and required utility upgrades. The project cost will be paid by County Development Fees (Park Mitigation Fees), PetSafe Bark for you Park grant allocations, and General Fund reserves. Also continuing from last year, District vehicles will be replaced at a gradual pace.

BUDGET HIGHLIGHTS

A 2.1 % cost of living increase for all employees is included in this budget for FY 2015/16 along with merit increases. A full time receptionist and seasonal recreation coordinator were added in response to District staffing needs in accordance with TVRPD Master Plan recommendations. Including this new full time addition, a total of eleven full-time employees are included in the FY 2015/2016 budget.

The FY 2015/16 budget totals \$2,123,722. This amount includes an operating budget of \$1,556,477 and a capital budget of \$567,245. The estimated total income revenue in this budget is \$1,301,455.

The capital development projects included this five-year budget are: Phase I of Meadowbrook Park, Dye Natatorium ultraviolet filtration system, West Park Activity Center athletic floor replacement, Brite Lake pay station, information kiosk enhancements and disk golf course, Central Park concrete pavement and trail improvements, as well as District-wide benches, tables, and drinking fountain enhancements.

FISCAL STATUS

The equity balance of the General Fund at the closing of FY 2014/2015 is estimated at \$514,795, which is \$58,651 more than the estimated fund balance as of fiscal year end 2013/2014. The \$514,986 equity balance includes cash reserves in Kern County Treasury and Bank of the Sierra accounts.

Restricted fund accounts such as County Development Fees (Park Mitigation Fees) and Quimby Fees are estimated to have fund balances of \$287,160 and \$20,312 respectively as end of FY 2014/2015.

RESOLUTION NO. 12-15

**TEHACHAPI VALLEY RECREATION AND PARK DISTRICT RESOLUTION
OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
ADOPTING THE FINAL BUDGET FOR
FISCAL YEARS 2015/16, 2016/17, 2017/18, 2018/19, AND 2019/20**

WHEREAS, the Tehachapi Valley Recreation and Park District is a legally constituted public agency formed pursuant to the Public Resources Code, State of California, and

WHEREAS, pursuant to Section 5784.1 of the Public Resources Code of the State of California, the Board of Directors of the Tehachapi Valley Recreation and Park District did publish a notice of a Public Hearing for the taxpayers of said District.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Tehachapi Valley Recreation and Park District adopts the Final Budget for Fiscal Years 2015-2016, 2016/17, 2017/18, 2018/19, and 2019/20; and

BE IT FURTHER RESOLVED that the Board of Directors of the Tehachapi Valley Recreation and Park District shall adjust the Final Budget for Fiscal Years 2015/2016, 2016/17, 2017/18, 2018/19, and 2019/20 as necessary to accommodate changes that result from decisions made by the California State Legislature and approved by the Governor and/or as a result of determination made by the Kern County Board of Supervisors and/or others that dictate adjustments be made to the Final Budget during Fiscal Years 2015/16, 2016/17, 2017/18, 2018/19, and 2019/20.

PASSED AND ADOPTED this 18th day of August, 2015 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

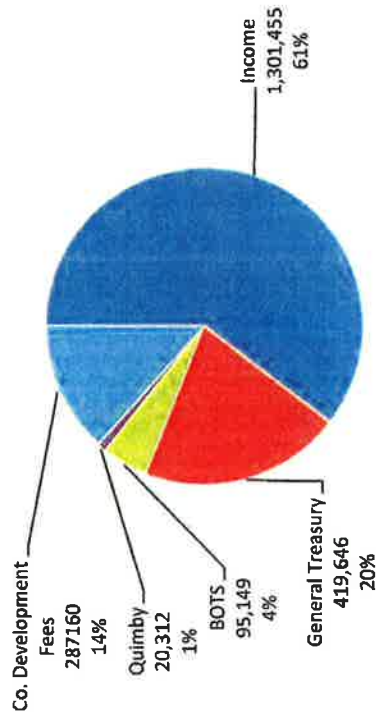
ABSENT:

ATTEST: _____

Clerk of the Board of Directors

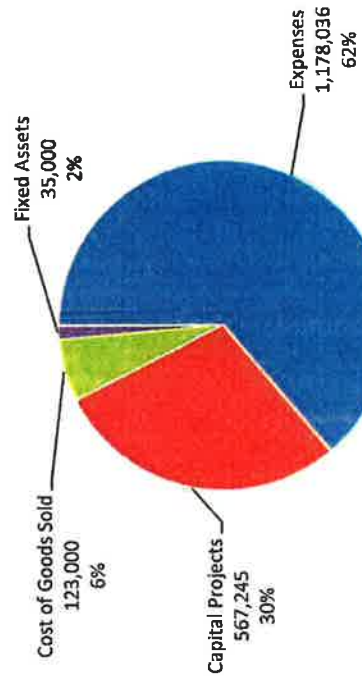
Chairperson, Board of Directors

2015/16 Total Revenue



FY 2015/2016 BUDGET TOTAL FUNDS

2015/16 Total Expenditures



TEHACHAPI VALLEY RECREATION AND PARK DISTRICT									
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET									
FISCAL SUMMARY 2014/2015 BUDGET									
Acct No.	Description	ACTUAL			BUDGET				
		13/14	14/15		15/16	16/17	17/18	18/19	19/20
1001	General Fund Treasury	343,213	419,646		419,646	199,969	179,497	267,812	433,869
1004	BOTS 4470	112,931	95,149		95,149	95,159	95,149	95,149	95,149
1003	Quimby	25,706	20,312		20,312	20,312	20,312	20,312	20,312
1005	Co. Development Fees	470,381	287,160		287,160	160	160	160	160
4000	Income	1,049,570	1,272,212		1,301,455	1,318,644	1,364,500	1,413,190	1,464,215
	Total Revenues	2,001,801	2,094,479		2,123,722	1,634,244	1,659,618	1,796,623	2,013,705
1000	Fixed Assets	46,668	282,104		35,000	50,000	25,000	0	0
5000	Cost of Goods Sold	104,823	115,872		123,000	123,000	123,000	123,000	123,000
4	Capital Projects	100,736	158,506		567,245	100,000	20,000	0	0
7000	Expenses	902,013	963,239		1,178,036	1,169,293	1,203,334	1,219,282	1,248,148
	Total Expenditures	1,107,572	1,519,721		1,903,281	1,442,293	1,371,334	1,342,282	1,371,148
	Fund Balance	894,229	574,758		220,441	191,951	288,284	454,341	642,557

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT												
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET												
4000 - INCOME												
Acct No.	Description	ACTUAL		BUDGET								
		13/14	14/15	15/16	16/17	17/18	18/19	19/20				
4000	Income											
4010	Property Taxes	703,723	846,980	846,980	889,329	933,795	980,485	1,029,510				
4020	Interest Income	3,203	2,745	3,500	3,500	3,500	3,500	3,500				
4030	Adult Program Revenues	23,210	33,682	31,800	31,800	31,800	31,800	31,800				
4050	Facility Revenues	140,060	134,445	140,000	140,000	140,000	140,000	140,000				
4200	Contracted Class Revenues	31,335	40,554	42,575	42,915	42,305	42,305	42,305				
4210	Event Revenues	30,662	28,854	59,000	59,000	59,000	59,000	59,000				
4213	Sponsorship Revenues	23,170	34,283	40,000	40,000	40,000	40,000	40,000				
4300	Youth Program Revenues	74,509	78,886	78,000	78,000	78,000	78,000	78,000				
4610	Billable Expense Income	14,702	13,825	25,000	27,000	29,000	31,000	33,000				
4650	Discounts Given	244	320	500	500	500	500	500				
4211	Grant Income	0	25,000	27,500	0	0	0	0				
4215	Donations	0	30,100	0	0	0	0	0				
1215	Scholarships Revenue Recievable	613	1,053	1,500	1,500	1,500	1,500	1,500				
4704	Sales											
4701	Beer Sales Taxible	2,850	144	3,000	3,000	3,000	3,000	3,000				
4703	Food Sales Taxible	329	652	500	500	500	500	500				
4705	Food Sale Non-Taxible	0	256	400	400	400	400	400				
4707	Merchandise Sales Taxible	451	112	500	500	500	500	500				
4709	Soda Sales	200	166	300	300	300	300	300				
4711	Vending Sales	309	215	400	400	400	400	400				
4000	Total Income	1,049,570	1,272,272	1,301,455	1,318,644	1,364,500	1,413,190	1,464,215				
5000	Cost of Goods Sold											
5001	Adult Program Costs	2,760	4,698	4,700	4,700	4,700	4,700	4,700				
5004	Contracted Classes Costs	23,961	36,229	36,000	36,000	36,000	36,000	36,000				
5005	Event Costs	44,505	53,253	54,000	54,000	54,000	54,000	54,000				
5008	Youth Program Costs	28,848	19,701	20,000	20,000	20,000	20,000	20,000				
5704	Purchases for Resale											
5701	Beer Purchases	1,740	219	1,500	1,500	1,500	1,500	1,500				

5703	Food Purchases	631	483		700	700	700	700	700
5707	Merchandise Purchases	1,139	49		1,000	1,000	1,000	1,000	1,000
5709	Soda Purchases	86	187		100	100	100	100	100
5	Scholarships Revenue Recievable	613	1,053		5,000	5,000	5,000	5,000	5,000
5000	Total Cost of Goods Sold	104,283	115,872		123,000	123,000	123,000	123,000	123,000
	Total Gross Profit	945,287	1,156,400		1,178,455	1,195,644	1,241,500	1,290,190	1,341,215

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT									
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET									
7000 - EXPENSES									
Acct No.	Description	ACTUAL			BUDGET				
		13/14	14/15		15/16	16/17	17/18	18/19	19/20
7000	Expenses								
7010	Advertising & Marketing	20,016	15,907		16000	16000	17000	18000	19000
7020	Bank Service Charges	5,920	8,981		9000	9000	10000	10000	10000
7026	Charitable Contribution	3,050	2,942		3000	3000	3000	3000	3000
7030	Dues & Subscriptions	2,625	6,887		7000	7000	7000	7000	7000
7035	Equipment Rent & Lease	832							
7036	Maintenance Equipment Rental	30	353		3000	3000	3000	3000	3000
7037	Office Equipment Rental	4,152	4,398		4500	4500	4500	4500	4500
7050	Insurance	409							
7051	Auto Insurance	2,924	2823		4000	4000	4000	4000	4000
7052	HUB Insurance	0	0		0	0	0	0	0
7053	Property Insurance	8,707	8,435		10000	10000	10000	10000	10000
7055	Liability Insurance	3,304	6046		7000	7000	7000	7000	7000
7056	Interest Expense	229	0		300	300	300	300	300
7060	Licences & Fees	3,297	6,913		8000	8000	8000	8000	8000
7070	Maintenance								
7071	Pool Chemicals	0	8,734		12000	12000	12000	12000	12000
7072	Building Maintenance	3,821	11,711		16300	15800	13800	13800	13800
7073	Accessibility Upgrades	0	5,247		6000	6000	6000	6000	6000
7074	Equipment Maintenance	8,053	4,335		11900	2500	2500	2500	2500
7075	Fuel	11,614	11,313		12000	12000	12000	12000	12000
7076	Janitorial	5,832	12,579		13,000	13000	13000	13000	13000
7077	Small Tools & Equipment	2,461	1,954		5000	3000	3000	3000	3000
7078	Materials & Supplies (repairs/upkeep)	29,099	29,569		63000	35000	35000	35000	35000
7079	Fleet Maintenance	1,692	4,006		7000	5000	5000	5000	5000
7080	Master Plan Expenses	51,275	0		0	0	10000	0	0
7084	Meals & Entertainment	415	1,494		2000	2000	2000	2000	2000
7090	Office Supplies	12,304	14,254		14500	14500	14500	14500	14500
7120	Professional Development	8,768	12,201		20000	20000	20000	20000	20000
7150	Professional Fees								
7151	Annual Audit	12,500	15,350		14500	15500	16500	17500	19000
7152	Accounting	15,363	15,915		16000	16500	17500	18500	19500
7153	Information Technology	0	4,519		6000	6000	6000	6000	6000

7155	Legal		20,439	9,978			20000	20000	20000	20000	20000
7156	Payroll Expense		4,523	5,402			6000	6000	6000	6000	6000
7160	Property Tax Collection Fee		10,180	10,348			12500	14000	16000	18000	20000
7170	Publications & Legal		75	0			500	500	500	500	500
7180	Security		1,287	1,414			1800	1800	1800	1800	1800
7210	Telephone		13,371	17,771			11000	11000	11000	11000	11000
7230	Uniforms & Apparel		5,323	5,272			5500	5500	5500	5500	5500
7250	Utilities										
7252	Electric Service		45,293	53,505			55000	57000	60000	63000	66000
7254	Gas Service		13,812	14,051			14500	14500	14500	14500	14500
7256	Sanitation Services		16,804	15,633			17500	17500	17500	17500	17500
7258	Water Service		13,122	11,832			14000	14000	14000	14000	14000
6000	Employee Costs		539,081	600,554			723736	751893	768934	786882	807248
1215	Scholarships		0	613			5000	5000	5000	5000	5000
7000	Total Expenses		902,013	963,239			1178036	1169293	1203334	1219282	1248148

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT												
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET												
6000 - EMPLOYEE COMPENSATION												
Acct No.	Description	ACTUAL			BUDGET							
		13/14	14/15		15/16	16/17	17/18	18/19	19/20			
6000	Employee Costs											
6010	District Manager	78,840	85,000		87,550	90,176	92,881	95,667	98,537			
6010	Administrative Assistant	35,840	38,000		42,000	43,260	44,558	45,895	47,272			
6010	Receptionist	0	11,240		24,960	25,709	26,480	27,274	28,092			
6010	Recreation Supervisor	50,840	51,525		60,000	61,800	63,654	65,564	67,531			
6010	Recreation Coordinator	12,000	23,475		32,000	32,960	33,949	34,968	36,017			
6010	Recreation Coordinator (960)	0	0		13,000	13,000	13,000	13,000	13,000			
6010	Gym Supervisor (960)	10,000	10,468		10,000	10,000	10,000	10,000	10,000			
6010	Referees & Coaches (960)	26,180	12,960		27,000	27,000	27,000	27,000	27,000			
6010	Pool Staff (960)	20,000	47,400		61,000	61,000	61,000	61,000	61,000			
6010	Maintenance Foreman	50,840	52,268		45,000	46,350	47,741	49,173	50,648			
6010	Maintenance II	0	31,296		36,421	37,514	38,639	39,798	40,992			
6010	Maintenance I	20,800	24,617		24,960	25,709	26,480	27,274	28,092			
6010	Grounds I	28,000	23,972		29,705	30,596	31,514	32,459	33,433			
6010	Grounds I (PTE)	20,800	20,980		15,000	15,000	15,000	15,000	15,000			
6010	Grounds I (960)	9,600	6,000		10,000	10,000	10,000	10,000	10,000			
6010	Custodian	20,800	23,003		24,960	25,709	26,480	27,274	28,092			
6020	Employee Taxable Allowances	0	4,257		6,000	7,000	7,000	7,000	7,000			
6050	Benefits											
6051	Group Medical	30,671	37,390		51,000	51,000	51,000	51,000	51,000			
6055	CalPERS	33,937	26,638		41,000	45,000	45,000	45,000	45,000			
6058	Taxes (FICA)	38,819	46,025		55,000	58,000	61,000	64,000	69,000			
6060	Reimbursed Expenses	1,808	637		5,000	5,000	5,000	5,000	5,000			
6070	Vacation & Sick	17,526	5,489		10,000	10,000	10,000	10,000	10,000			
6090	Workers Comp (%5 proj.)	15,215	17,914		13,500	14,500	15,000	16,000	17,000			
6000	Total Employee Costs	522,516	600,554		725,056	746,283	762,376	779,346	798,706			

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT											
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET											
F: BRITE LAKE											
Acct No.	Description	ACTUAL		BUDGET							
		13/14	14/15	15/16	16/17	17/18	18/19	19/20			
6000	Employee Costs	7,727	9,050	11,400	11,750	12,100	12,500	13,000			
7000	Expenses										
7072	Building Maintenance	0	0	2,000	1,000	1,000	1,000	1,000			
7074	Equipment Maintenance	0	0	500	500	500	500	500			
7076	Janitorial	2,208	2068	2,500	2,500	2,500	2,500	2,500			
7078	Materials & Supplies	3,018	4,015	5,000	5,000	5,000	5,000	5,000			
7180	Security	0	0	0	0	0	0	0			
7210	Telephone	855	827	1,000	1,000	1,000	1,000	1,000			
7252	Electric Service	15,977	18,169	19,200	19,200	19,200	19,200	19,200			
7254	Gas Service	395		500	500	500	500	500			
7256	Sanitation Services	11,164	8,363	11,000	11,000	11,000	11,000	11,000			
7258	Water Service	54	41	60	60	60	60	60			
7000	Total Expenses	41,398	42,533	53160	52510	52860	53260	53760			
	Reserves										
1162	Improvements	0	0	0	0	0	0	0			
1163	Equipment	0	0	0	0	0	0	0			
	Total Reserves	0	0	0	0	0	0	0			

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT										
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET										
F: CENTRAL PARK										
Acct No.	Description	ACTUAL		BUDGET						
		13/14	14/15	15/16	16/17	17/18	18/19	19/20		
6000	Employee Costs	20,764	19,549	26300	27100	27900	28700	29500		
7000	Expenses									
7072	Building Maintenance	50	262	2000	500	500	500	500		
7074	Equipment Maintenance	162	0	400	400	400	400	400		
7076	Janitorial	1624	1611	1700	1700	1700	1700	1700		
7078	Materials & Supplies	2117	3613	4000	4000	4000	4000	4000		
7180	Security	0	0	0	0	0	0	0		
7210	Telephone	0	0	0	0	0	0	0		
7252	Electric Service	0	0	510	520	530	540	550		
7254	Gas Service	0	0	0	0	0	0	0		
7256	Sanitation Services	2421	1883	2500	2500	2500	2500	2500		
7258	Water Service	0	0	0	0	0	0	0		
7000	Total Expenses	27,138	26,918	37410	36720	37530	38340	39150		
	Reserves									
1162	Improvements	0	0	0	0	0	0	0		
1163	Equipment	0	0	0	0	0	0	0		
	Total Reserves	0	0	0	0	0	0	0		

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT											
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET											
DISTRICT OFFICE											
Acct No.	Description	ACTUAL		BUDGET							
		13/14	14/15	15/16	16/17	17/18	18/19	19/20			
6000	Employee Costs	870	2559	5000	4000	4000	4000	4000			
7000	Expenses										
7072	Building Maintenance	385	1271	2500	2500	2500	2500	2500			
7074	Equipment Maintenance	5893	0	500	500	500	500	500			
7076	Janitorial	607	446	600	600	600	600	600			
7078	Materials & Supplies	1118	2581	20000	3000	3000	3000	3000			
7180	Security	332	275	600	600	600	600	600			
7210	Telephone	5669	5705	6700	6700	6700	6700	6700			
7252	Electric Service	2532	2506	3000	3000	3000	3000	3000			
7254	Gas Service	816	1759	1000	1000	1000	1000	1000			
7256	Sanitation Services	233	0	0	0	0	0	0			
7258	Water Service	0	0	0	0	0	0	0			
7000	Total Expenses	18455	17102	39900	21900	21900	21900	21900			
	Reserves										
1162	Improvements	0	0	0	20000	0	0	0			
1163	Equipment	0	0	0	0	0	0	0			
	Total Reserves	0	0	0	20000	0	0	0			

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT										
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET										
DYE NATATORIUM										
Acct No.	Description	ACTUAL		BUDGET						
		13/14	14/15	15/16	16/17	17/18	18/19	19/20		
6000	Employee Costs									
6010	Maintenance Worker I/II	10268	20521	10500	10500	10500	10500	10500		
6010	Pool Staff (960)	9058	47400	62000	62000	62000	62000	62000		
7000	Expenses									
7072	Building Maintenance	2193	5655	2200	2200	2200	2200	2200		
7074	Equipment Maintenance	640	621	5000	5000	5000	5000	5000		
7076	Janitorial	327	883	1000	1000	1000	1000	1000		
7078	Materials & Supplies	3933	3410	9000	3000	3000	3000	3000		
7081	Pool Chemicals	7214	6,173	8,000	8000	8000	8000	8000		
7180	Security	255	389	600	600	600	600	600		
7210	Telephone	1914	1919	1000	1000	1000	1000	1000		
7252	Electric Service	8105	6765	10000	10000	10000	10000	10000		
7254	Gas Service	10334	7185	10000	10000	10000	10000	10000		
7256	Sanitation Services	0	0	0	0	0	0	0		
7258	Water Service	0	0	0	0	0	0	0		
7000	Total Expenses	54241	100921	119300	113300	113300	113300	113300	113300	113300
	Reserves									
1162	Improvements	0	0	0	0	0	0	0		
1163	Equipment	0	0	0	0	0	0	0		
	Total Reserves	0	0	0	0	0	0	0	0	0

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT									
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET									
MAINTENANCE YARD									
Acct No.	Description	ACTUAL		BUDGET					
		13/14	14/15	15/16	16/17	17/18	18/19	19/20	
6000	Employee Costs	3849	20905	5400	5600	5800	6000	6200	
7000	Expenses								
7072	Building Maintenance	0	135	600	600	600	600	600	600
7074	Equipment Maintenance	1187	1897	2000	2000	2000	2000	2000	2000
7076	Janitorial	0	0	0	0	0	0	0	0
7078	Materials & Supplies	482	1600	3000	3000	3000	3000	3000	3000
7180	Security	0	0	0	0	0	0	0	0
7210	Telephone	0	0	0	0	0	0	0	0
7252	Electric Service	0	0	0	0	0	0	0	0
7254	Gas Service	0	0	0	0	0	0	0	0
7256	Sanitation Services	0	0	0	0	0	0	0	0
7258	Water Service	0	0	0	0	0	0	0	0
7000	Total Expenses	5518	24537	11000	11200	11400	11600	11800	
	Reserves								
1162	Improvements	0	0	0	0	0	0	0	0
1163	Equipment	0	0	0	0	0	0	0	0
	Total Reserves	0	0	0	0	0	0	0	0

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT									
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET									
MEADOWBROOK PARK									
Acct No.	Description	ACTUAL		BUDGET					
		13/14	14/15	15/16	16/17	17/18	18/19	19/20	
6000	Employee Costs	15657	13965	14600	14600	14600	14600	14600	
7000	Expenses								
7072	Building Maintenance	0	338	1000	1000	1000	1000	1000	
7074	Equipment Maintenance	162	0	600	600	600	600	600	
7076	Janitorial	1243	1417	2000	2000	2000	2000	2000	
7078	Materials & Supplies	2252	205	2300	2300	2300	2300	2300	
7180	Security	0	0						
7210	Telephone	0	0						
7252	Electric Service	2198	1374	3000	3000	3000	3000	3000	
7254	Gas Service	0	0	0	0	0	0	0	
7256	Sanitation Services	2237	1726	2300	2300	2300	2300	2300	
7258	Water Service	0	0	0	0	0	0	0	
7000	Total Expenses	23749	19025	25800	25800	25800	25800	25800	
	Reserves								
1162	Improvements	0	0	0	0	0	0	0	
1163	Equipment	0	0	0	0	0	0	0	
7000	Total Reserves	0	0	0	0	0	0	0	

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT										
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET										
STEPHEN SHY ACTIVITY CENTER										
Acct No.	Description	ACTUAL			BUDGET					
		13/14	14/15		15/16	16/17	17/18	18/19	19/20	
6000	Employee Costs	986	1912		2000	2000	2000	2000	2000	
7000	Expenses									
7072	Building Maintenance	0	527		1000	1000	1000	1000	1000	
7074	Equipment Maintenance	0	0		1000	200	200	200	200	
7076	Janitorial	800	543		800	800	800	800	800	
7078	Materials & Supplies	552	1033		1200	1200	1200	1200	1200	
7180	Security	255	275		600	600	600	600	600	
7210	Telephone	1080	2124		0	0	0	0	0	
7252	Electric Service	1336	901		1400	1400	1400	1400	1400	
7254	Gas Service	406	310		500	500	500	500	500	
7256	Sanitation Services	0	0		0	0	0	0	0	
7258	Water Service	0	0		0	0	0	0	0	
7000	Total Expenses	5415	7625		8500	7700	7700	7700	7700	
	Reserves									
1162	Improvements	0	0		0	0	0	0	0	
1163	Equipment	0	0		0	0	0	0	0	
	Total Reserves	0	0		0	0	0	0	0	

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT											
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET											
SKATE PARK											
Acct No.	Description	ACTUAL		BUDGET							
		13/14	14/15	15/16	16/17	17/18	18/19	19/20			
6000	Employee Costs	2373	1924	2500	2700	2900	3100	3300			
7000	Expenses										
7072	Building Maintenance	0	0	0	0	0	0	0			
7074	Equipment Maintenance	0	0	0	0	0	0	0			
7076	Janitorial	0	0	0	0	0	0	0			
7078	Materials & Supplies	2321	3652	5000	5000	5000	5000	5000			
7180	Security	0	0	0	0	0	0	0			
7210	Telephone	0	0	0	0	0	0	0			
7252	Electric Service	0	0	0	0	0	0	0			
7254	Gas Service	0	0	0	0	0	0	0			
7256	Sanitation Services	724	390	500	500	500	500	500			
7258	Water Service	0	0	0	0	0	0	0			
7000	Total Expenses	5418	5966	8000	8200	8400	8600	8800			
4	Capital Projects										
1001	General Fund	0	0	0	0	0	0	0			
1003	Quimby	0	0	0	0	0	0	0			
1005	Co. Development Fees	0	0	0	0	0	0	0			
4	Total Capital Projects	0	0	0	0	0	0	0			
	Reserves										
1162	Improvements	0	0	1348	0	0	0	0			
1163	Equipment	0	0	0	0	0	0	0			
	Total Reserves	0	0	1348	0	0	0	0			

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT											
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET											
WEST PARK											
Acct No.	Description	ACTUAL		15/16	16/17	BUDGET		18/19	19/20		
		13/14	14/15			17/18					
6000	Employee Costs	24085	36272	25000	25000	25000	25000	25000	25000		
7000	Expenses										
7072	Building Maintenance	876	2280	2000	2000	2000	2000	2000	2000		
7074	Equipment Maintenance	81	0	400	400	400	400	400	400		
7076	Janitorial	1900	1051	1500	1500	1500	1500	1500	1500		
7078	Materials & Supplies	3868	5028	4000	2000	2000	2000	2000	2000		
7180	Security	0	0	0	0	0	0	0	0		
7210	Telephone	0	0	0	0	0	0	0	0		
7252	Electric Service	7498	8888								
7254	Gas Service	21	0	0	0	0	0		0		
7256	Sanitation Services	875	342	1000	1000	1000	1000	1000	1000		
7258	Water Service	12729	10130	13000	13000	13000	13000	13000	13000		
7000	Total Expenses	51933	63991	46900	44900	44900	44900	44900	44900		
1162	Improvements	0	0	0	0	0	0	0	0		
1163	Equipment	0	0	0	0	0	0	0	0		
7000	Total Expenses	0	0	0	0	0	0	0	0		

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT									
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET									
WEST PARK ACTIVITY CENTER									
Acct No.	Description	ACTUAL		BUDGET					
		13/14	14/15	15/16	16/17	17/18	18/19	19/20	
6000	Employee Costs	7247	9582	10000	10000	10000	10000	10000	
7000	Expenses								
7072	Building Maintenance	318	1039	3000	5000	3000	3000	3000	3000
7074	Equipment Maintenance	0	0	1500	300	300	300	300	300
7076	Janitorial	1758	2268	2500	2500	2500	2500	2500	2500
7078	Materials & Supplies	279	1471	2000	2000	2000	2000	2000	2000
7180	Security	544	275	600	600	600	600	600	600
7210	Telephone	1381	1951	1000	1000	1000	1000	1000	1000
7252	Electric Service	7682	5760	7000	7000	7000	7000	7000	7000
7254	Gas Service	1439	971	1500	1500	1500	1500	1500	1500
7256	Sanitation Services	0		0	0	0	0	0	0
7258	Water Service	0		0	0		0	0	0
7000	Total Expense	20648	23317	29100	29900	27900	27900	27900	27900
	Reserves								
1162	Improvements	0	0	0	0	0			0
1163	Equipment	0	0	0	0	0	0	0	0
	Total Reserves	0	0	0	0	0	0	0	0

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT										
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET										
UNDEVELOPED PROPERTIES										
Acct No.	Description	ACTUAL		BUDGET						
		13/14	14/15	15/16	16/17	17/18	18/19	19/20		
6000	Employee Costs	0	0	1500	1500	1500	1500	1500		
7000	Expenses									
7070	Maintenance									
7072	Building Maintenance	0	0	0	0	0	0	0		
7073	Equipment Maintenance	0	0	0	0	0	0	0		
7076	Janitorial	0	0	0	0	0	0	0		
7078	Materials & Supplies	0	0	7500	7500	7500	7500	7500		
7250	Utilities									
7252	Electric Service	0	0	0	0	0	0	0		
7254	Gas Service	0	0	0	0	0	0	0		
7256	Sanitation Services	0	0	1000	1000	1000	1000	1000		
7258	Water Service	0	0		0	0	0	0		
7000	Total Expenses	0	0	10000	10000	10000	10000	10000		
	Reserves									
1162	Improvements	0	0	0	0	0	0	0		
1163	Equipment	0	0	0	0	0	0	0		
	Total Reserves	0	0	0	0	0	0	0		

Notes: Morris, Jamison, Lehigh Trails

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT											
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET											
4030 - ADULT PROGRAM REVENUES											
Class	Description	ACTUAL		BUDGET							
		13/14	14/15	15/16	16/17	17/18	18/19	19/20			
4030	Adult Program Revenues										
	Adult Lap Swim	7,193	8,339	5000	5000	5000	5000	5000			
	Coed Softball	0	3,681	4200	4200	4200	4200	4200			
	Deep Water Aerobics	345	820	500	500	500	500	500			
	Mens Basketball	5,928	5,621	6000	6000	6000	6000	6000			
	Mens Softball	0	4,790	4300	4300	4300	4300	4300			
	Open Gym	745	2,179	2000	2000	2000	2000	2000			
	Trial Program	0	0	2000	2000	2000	2000	2000			
	Pool Pass	8,350	10546	10000	10000	10000	10000	10000			
	Womens Softball	1,500	2800	2400	2400	2400	2400	2400			
4213	Sponsorship Revenues	0	0	0	0	0	0	0			
4030	Gross Program Revenues	24,061	38,776	36400	36400	36400	36400	36400			
5001	Adult Program Costs										
	Adult Lap Swim	379	0	0	0	0	0	0			
	Coed Softball	0	634	800	800	800	800	800			
	Deep Water Aerobics	260	0	100	100	100	100	100			
	Mens Basketball	500	2460	500	500	500	500	500			
	Mens Softball	653	1001	1000	1000	1000	1000	1000			
	Open Gym	0	0	200	200	200	200	200			
	Trial Program	0	0	1000	1000	1000	1000	1000			
	Pool Pass	24	24	100	100	100	100	100			
	Womens Softball	674	240	1000	1000	1000	1000	1000			
5001	Total Adult Program Costs	2,490	4,359	4700	4700	4700	4700	4700			
	Net Adult Program Revenues	21,571	34,417	31700	31700	31700	31700	31700			

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT										
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET										
4200 - CONTRACT CLASS REVENUES										
Class	Description	ACTUAL		BUDGET						
		13/14	14/15	15/16	16/17	17/18	18/19	19/20		
4200	Contract Class Revenues									
	Aqua Zumba	977	885	1000	1000	1000	1000	1000	1000	1000
	Ballroom Dance	2,870	2,180	2200	2200	2200	2200	2200	2200	2200
	Basketball Lessons	80	355	400	400	400	400	400	400	400
	Lifeguard Training	2,670	8,415	8000	8000	8000	8000	8000	8000	8000
	Mad Science (discontinued)	3,985	680	0	0	0	0	0	0	0
	Parent & Me Craft Fee	50	485	825	525	525	525	525	525	525
	Parent & Me	3,600	4,755	3600	3600	3600	3600	3600	3600	3600
	Playwell	7,775	940	7800	7800	7800	7800	7800	7800	7800
	Spring Volleyball	1,554	2,860	3000	3000	3000	3000	3000	3000	3000
	Summer Volleyball	300	760	1050	1050	1050	1050	1050	1050	1050
	THS Basketball Camp	3,300	1175	0	0	0	0	0	0	0
	Tot Enrichment	8,661	9,066	9000	9000	9000	9000	9000	9000	9000
	Tot Enrichment Craft Fee	120	723	1040	730	730	730	730	730	730
	Trial Programs	60	0	0	0	0	0	0	0	0
	Water Workout	1,155	2,615	2000	2000	2000	2000	2000	2000	2000
	Zumba	4,364	3,384	3000	3000	3000	3000	3000	3000	3000
4213	Sponsorship Revenues	0	0	0	0	0	0	0	0	0
4200	Gross Class Revenues	41521	39278	42915	42305	42305	42305	42305	42305	42305
5004	Contract Class Costs									
	Aqua Zumba	0	1740	2000	2000	2000	2000	2000	2000	2000
	Ballroom Dance	260	1025	1100	1100	1100	1100	1100	1100	1100
	Basketball Lessons	0	198	200	200	200	200	200	200	200
	Lifeguard Training	1,475	3935	4000	4000	4000	4000	4000	4000	4000
	Mad Science (discontinued)	2,107	2086	0	0	0	0	0	0	0
	Parent & Me Craft Fee	350	66	825	525	525	525	525	525	525
	Parent & Me	0	4486	3800	3800	3800	3800	3800	3800	3800
	Playwell	5710	4415	5800	5800	5800	5800	5800	5800	5800
	Spring Volleyball	780	2264	800	800	800	800	800	800	800

	Summer Volleyball	300	895		895	895	895	895	895
	THS Basketball Camp	2694	560		560	0	0	0	0
	Tot Enrichment	300	10001		10001	9000	9000	9000	9000
	Tot Enrichment Craft Fee	0	66		66	1040	730	730	730
	Trial Programs	0	134		134	0	0	0	0
	Water Workout	672	1304		1304	1000	1000	1000	1000
	Zumba	60	2480		2480	2500	2500	2500	2500
5400	Total Contact Classes Costs	14708	35655		35655	32960	32350	32350	32350
	Net Contact Class Revenues	26813	3623		3623	9955	9955	9955	9955

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT										
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET										
4210 - EVENT REVENUES										
Class	Description	ACTUAL		BUDGET						
		13/14	14/15	15/16	16/17	17/18	18/19	19/20		
4210	Event Revenues									
	Egg Hunt	0	0	0	0	0	0	0	0	0
	Fishing Derby	8,829	6,970	6500	6500	6500	6500	6500	6500	6500
	Fourth of July Parade	0	0	0	0	0	0	0	0	0
	Kid Color Fun Run	0	0	0	0	0	0	0	0	0
	Mountain Gallop 5k/10k	4,752	6,852	7000	7000	7000	7000	7000	7000	7000
	Movies in the Park	0	370	0	0	0	0	0	0	0
	Music in the Park	0	365	0	0	0	0	0	0	0
	Old Timers Reunion	813	316	400	400	400	400	400	400	400
	Partner Events	0	0	0	0	0	0	0	0	0
	Run/Ride with the Wind 5k	2,676	4559	5000	5000	5000	5000	5000	5000	5000
	Tarmac 5k	2,947	2771	2800	2800	2800	2800	2800	2800	2800
	Tarmac Kids One Mile Run	410	392	400	400	400	400	400	400	400
	Trial Programs	0	170	200	200	200	200	200	200	200
	Warrior Run 5k	10,998	6,091	11700	11700	11700	11700	11700	11700	11700
4213	Sponsorship Revenues	0	24900	25000	25000	25000	25000	25000	25000	25000
4210	Gross Event Revenues	31,425	53,756	59000	59000	59000	59000	59000	59000	59000
5005	Event Costs									
	Egg Hunt	550	597	1000	1000	1000	1000	1000	1000	1000
	Fishing Derby	1600	5565	6000	6000	6000	6000	6000	6000	6000
	Fourth of July Parade	70	0	100	100	100	100	100	100	100
	Kid Color Fun Run	270	0	300	300	300	300	300	300	300
	Mountain Gallop 5k/10k	3,682	6,024	6200	6200	6200	6200	6200	6200	6200
	Movies in the Park	6,875	5,869	7000	7000	7000	7000	7000	7000	7000
	Music in the Park	4,847	5,944	7000	7000	7000	7000	7000	7000	7000
	Old Timers Reunion	1,458	3,722	4000	4000	4000	4000	4000	4000	4000
	Partner Events	256	43	500	500	500	500	500	500	500
	Run/Ride with the Wind 5k	5,671	6212	5000	5000	5000	5000	5000	5000	5000
	Tarmac 5k	2,678	4676	5000	5000	5000	5000	5000	5000	5000

	Tarmac Kids One Mile Run	0	0		0	0	0	0	0	0
	Trial Programs	0	985			1000	1000	1000	1000	1000
	Warrior Run 5k	11,552	11,344			9500	9500	9500	9500	9500
5005	Total Event Costs	39509	50981			52600	52600	52600	52600	52600
	Net Event Revenues	-8,084	2,775			6400	6400	6400	6400	6400

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT											
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET											
4050 -FACILITY REVENUES											
Class	Description	ACTUAL		BUDGET							
		13/14	14/15	15/16	16/17	17/18	18/19	19/20			
4050	Facility Revenues										
	Brite Lake	5,850	2,681	6000	6000	6000	6000	6000			6000
	Brite Lake: Annual Permit	2,315	1930	2300	2300	2300	2300	2300			2300
	Brite Lake: Annual Senior Permit	2,095	1550	2100	2100	2100	2100	2100			2100
	Brite Lake: Boat Launching Permit	717	420	700	700	700	700	700			700
	Brite Lake: Camping	60,412	56541	60500	60500	60500	60500	60500			60500
	Brite Lake: Day Use	27,424	19306	25000	25000	25000	25000	25000			25000
	Central Park	1,950	1,425	2000	2000	2000	2000	2000			2000
	District Office	375	15	100	100	100	100	100			100
	Dog Park	0	0	0	0	0	0	0			0
	Maintenance Yard	0	0	0	0	0	0	0			0
	Meadowbrook	0	125	125	125	125	125	125			125
	Dye Natatorium	11,260	20,751	21000	21000	21000	21000	21000			21000
	Stephen Shy Activity Center	415	50	100	100	100	100	100			100
	Skate Park	0	0	0	0	0	0	0			0
	West Park	3,250	3,070	3000	3000	3000	3000	3000			3000
	WPAC	14,822	9,597	15000	15000	15000	15000	15000			15000
4213	Sponsorship Revenues	0	0	0	0	0	0	0			0
4050	Total Facility Revenues	130,885	117,461	137925	137925	137925	137925	137925			137925

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT												
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET												
4300- YOUTH PROGRAM REVENUES												
Class	Description	ACTUAL		BUDGET								
		13/14	14/15	15/16	16/17	17/18	18/19	19/20				
4300	Youth Program Revenues											
	Instructional Basketball	160	0	0	0	0	0	0				
	Official Training Bball	100	0	0	0	0	0	0				
	Open Gym Basketball	741	2385	2400	2400	2400	2400	2400				
	Open Recreational Swim	3,965	13,018	6000	6000	6000	6000	6000				
	Parent & Child Swim Lessons	937	635	1000	1000	1000	1000	1000				
	Summer Swim Lessons	10095	16,262	11000	11000	11000	11000	11000				
	T Ball	12,460	15,785	15800	15800	15800	15800	15800				
	Trial Programs	0	0	0	0	0	0	0				
	Youth Basketball	28542	27,645	27000	27000	27000	27000	27000				
4213	Sponsorship Revenues	0	5000	9000	9000	9000	9000	9000				
4300	Gross Youth Program Revenues	57000	80730	72200	72200	72200	72200	72200				
5008	Youth Program Costs											
	Instructional Basketball	0	0	200	200	200	200	200				
	Official Training Bball	0	0	200	200	200	200	200				
	Open Gym Basketball	0	0	300	300	300	300	300				
	Open Recreational Swim	0	0	1000	1000	1000	1000	1000				
	Parent & Child Swim Lessons	162	144	0	0	0	0	0				
	Summer Swim Lessons	275	60	0	0	0	0	0				
	T Ball	11,535	11,023	11100	11100	11100	11100	11100				
	Trial Programs	0	0	0	0	0	0	0				
	Youth Basketball	7,596	8,454									
5008	Total Youth Program Cost	19568	19681	12800	12800	12800	12800	12800				
	Net Youth Program Revenues	37432	61049	59400	59400	59400	59400	59400				

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT										
FISCAL YEAR 2015/16 - 2019/20 FIVE-YEAR BUDGET										
CAPITAL PROJECTS										
Class	Description	ACTUAL		BUDGET						
		13/14	14/15	15/16	16/17	17/18	18/19	19/20		
4	Capital Projects									
4	Brite Lake	0	0	45000	0	0	0	0	0	0
4	Central Park	3192	10609	5000	20000	0	0	0	0	0
4	District Office	4449	8,350	0	0	20000	0	0	0	0
4	Dye Natatorium	6452	0	48000	0	0	0	0	0	0
4	Maintenance Yard	3000	0	0	0	0	0	0	0	0
4	Meadowbrook Park	33,600	119530	461245	0	0	0	0	0	0
4	Stephen Shy Activity Center	0	0	0	0	0	0	0	0	0
4	Skate Park	0	0	0	0	0	0	0	0	0
4	West Park	0	58723	8000	0	0	0	0	0	0
4	WPAC	0	0	0	80000	0	0	0	0	0
4	Golden Hills Pocket Park	0	0	0	0	0	0	0	0	0
4	Undeveloped Properties	0	0	0	0	0	0	0	0	0
	Total Capital Expenditures	50693	197212	567245	100000	20000	0	0	0	0

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**ADOPTING THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
FINAL BUDGET FOR FISCAL YEARS 2015/16, 2016/17, 2017/18, 2018/19, AND
2019/20**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of August 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Park District

RESOLUTION NO. 12-15

**TEHACHAPI VALLEY RECREATION AND PARK DISTRICT RESOLUTION
OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION
AND PARK DISTRICT ADOPTING THE FINAL BUDGET FOR
FISCAL YEARS 2015/16, 2016/17, 2017/18, 2018/19, AND 2019/20**

WHEREAS, the Tehachapi Valley Recreation and Park District is a legally constituted public agency formed pursuant to the Public Resources Code, State of California, and

WHEREAS, pursuant to Section 5784.1 of the Public Resources Code of the State of California, the Board of Directors of the Tehachapi Valley Recreation and Park District did publish a notice of a Public Hearing for the taxpayers of said District.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the

Tehachapi Valley Recreation and Park District adopts the Final Budget for Fiscal Years 2015-2016, 2016/17, 2017/18, 2018/19, and 2019/20; and

BE IT FURTHER RESOLVED that the Board of Directors of the Tehachapi Valley Recreation and Park District shall adjust the Final Budget for Fiscal Years 2015/2016, 2016/17, 2017/18, 2018/19, and 2019/20 as necessary to accommodate changes that result from decisions made by the California State Legislature and approved by the Governor and/or as a result of determination made by the Kern County Board of Supervisors and/or others that dictate adjustments be made to the Final Budget during Fiscal Years 2015/16, 2016/17, 2017/18, 2018/19, and 2019/20.