



Tehachapi Valley
Recreation & Park District

INVITATION TO BID

ITB# 2026-001

Dye Natatorium Pool -
HEATER REPLACEMENT

(400 B S SNYDER AVE TEHACHAPI, CA 93561)

SUBMITTAL DEADLINE

THURSDAY,
NOVEMBER 12, 2026, 12:00PM

Tehachapi Valley Recreation & Park District
Invitation to Bid: Dye Natatorium Pool –
Pool Heater Replacement

ITB No.: 2026-001

Issue Date: _____

Bid Due Date/Time: _____

Bid Opening Location: TVRPD District Office, 490 W D St, Tehachapi, CA 93561

Project Site: Dye Natatorium Pool, 400 B S Snyder Ave, Tehachapi, CA 93561

This Invitation to Bid is issued in accordance with Tehachapi Valley Recreation & Park District Policy Chapter 6-1300 (Bidding Process). Because this project involves furnishing and installing a well-defined piece of equipment to a clear performance specification, it follows the Invitation to Bid process, under which award is made to the lowest responsive and responsible bidder meeting the specification — not the evaluated-proposal (RFP) process used for the companion Dye Natatorium HVAC/Dehumidification project. If the District's final cost estimate exceeds \$25,000, competitive bidding and Board of Directors approval are mandatory under District policy.

1. Notice to Bidders:

Tehachapi Valley Recreation & Park District ("District") invites sealed bids from qualified, licensed contractors for the removal of the existing pool heater and the furnishing and installation of a new commercial pool heater at the Dye Natatorium Pool facility, as described in this Invitation to Bid ("ITB").

Sealed bids must be received at the District Office no later than the bid due date and time stated on the cover page. Bids received after this deadline will be rejected as late, per District policy. Telephone, fax, and electronic mail submissions are not acceptable for sealed bidding purposes.

Bids will be publicly opened at the time, date, and location stated above. Bidder names, bid prices, and other pertinent information will be read aloud and recorded at that time. Bid documents will not be available for public inspection until after formal award.

This advertisement must be published at least one (1) week in advance of the bid due date in a newspaper of general circulation within TVRPD, per District policy.

2. Project Background:

The Dye Natatorium's existing pool heater is at or near the end of its useful service life and is a top priority in the District's broader facility improvement plan.

The District's goal is to have the new heater fully installed, tested, and operational in time for the pool's spring reopening, March 2027 or earlier.

3. Existing Conditions & District-Supplied Design Data:

To allow bidders to size equipment correctly, the District will provide the following information below so that Bidders shall base their proposed heater capacity and equipment selection on this data:

- Pool water volume: 110,000 gallons
- Surface Area: 1875 sq. ft. (75ft x 25ft)
- Heater specs: Lockinvar Copper- Fin 2 model
- ASME Copper Finned Tube Heat Exchanger
- 1,206,000 btu/hour, 3" gas service line. 8" exhaust vent
- Length- 60", width- 33-1/2", height- 36"
- Ship weight: 964lbs
- Desired pool water temperature setpoint and any seasonal variation – 84 degrees
- Pool water sanitation method — chlorine

4. Scope of Work:

The awarded Contractor shall furnish all labor, material, equipment, transportation, and supervision necessary to complete the following, as a complete and functioning system:

1. Disconnect, remove, and dispose of the existing pool heater and any abandoned associated piping/venting no longer in use.
2. Furnish and install one (1) new commercial-grade natural gas pool heater, sized by the bidder to the District-supplied pool volume, surface area, and temperature setpoint. Bidder shall state the make, model, and rated input (BTU/hr) of the proposed unit and the sizing methodology used.
3. Heat exchanger materials shall be appropriate to the pool's sanitation method identified. Bidder shall confirm compatibility in its bid.
4. All gas piping modifications necessary to connect the new heater to the existing gas service, including any upsizing if required by the proposed unit's input rating. Bidder shall assess gas service adequacy prior to bid submission and include a firm, all-inclusive price — no post-award pricing contingencies will be accepted for conditions reasonably discoverable at a pre-bid site visit.
5. All electrical connections necessary for full unit operation, including ignition, controls, and any required disconnect. Bidder shall include a firm price — electrical work priced as "TBD" or excluded will render a bid non-responsive.
6. Combustion air supply and venting in accordance with the manufacturer's installation instructions and applicable code (UPC/UMC, CMC, and local amendments).
7. Mounting on existing or new equipment pad, as applicable (see Section 4.1).
8. Digital controls/thermostat integration compatible with existing pool control systems, or replacement controls as needed, Title 24-compliant.
9. Startup, testing, and commissioning, with verification that the unit achieves and maintains the District's specified water temperature setpoint.
10. Operation and maintenance manuals in electronic format.
11. All labor, materials, applicable taxes, and disposal of removed equipment.

4.1 Items to Be Furnished by the District (Owner-Furnished):

- New or modified concrete equipment pad, if the proposed unit's footprint differs from the existing pad (bidder to specify pad dimensions needed).
- Building permits and local government fees (Contractor shall identify all required permits in its bid; District will coordinate permit acquisition with the City of Tehachapi).

4.2 Information Required in Every Bid:

- Proposed heater make, model, rated input (BTU/hr), and heat exchanger material, with manufacturer cut sheets.
- Sizing calculation demonstrating the proposed unit meets the District's temperature setpoint for the specified pool volume/surface area.
- Firm, all-inclusive pricing for gas and electrical work (no post-award contingencies).
- Equipment pad dimensions/specifications needed from the District, if different from existing.
- Warranty terms offered on the heat exchanger, other equipment components, and labor (state duration separately for each — heat exchanger warranties commonly run longer than general parts/labor warranties).
- Anticipated equipment lead time and total project duration from notice to proceed to substantial completion.

5. Bidder Qualifications:

To be deemed responsible, bidders must, at minimum:

- Hold a valid, active California C-53 (Swimming Pool) or C-4 (Boiler, Hot Water Heating and Steam Fitting) contractor's license, or equivalent classification covering the scope of work, issued by the California Contractors State License Board.
- Demonstrate at least three (3) years of experience installing commercial pool heating equipment, with at least one (1) reference project involving a public or institutional aquatic facility.
- Be registered with the California Department of Industrial Relations (DIR) as a Public Works Contractor under Labor Code §1725.5 (required if the awarded contract exceeds the small-project exemption threshold — see Section 11).
- Carry commercial general liability, automobile, and workers' compensation insurance meeting District-specified minimum limits (Exhibit A) and be able to name TVRPD as additional insured.
- Provide evidence of bonding capacity sufficient to furnish the bonds required under Section 9, if the awarded contract exceeds \$25,000.

6. Pre-Bid Site Visit, Thursday, November 5, 2026, 12:00pm:

A pre-bid site visit and walkthrough is strongly recommended to allow bidders to inspect the existing heater, gas service, electrical service, and access constraints prior to submitting a bid. Date/time is Thursday, November 5, 2026, at 12:00pm. Per District policy, the bid due date will generally be no sooner than seven (7) calendar days following any pre-bid conference. Nothing stated verbally at the site visit modifies this ITB; only a written addendum issued by the District is binding.

7. Bid Submission Requirements:

Each bid must be submitted in a sealed envelope, clearly marked with the ITB number and "**SEALED BID — DO NOT OPEN**," and must include:

1. Completed Bid Form (Exhibit B), signed by an authorized representative.

2. Equipment cut sheets and sizing calculation per Section 4.2.
3. Proof of current C-53 or C-4 (or equivalent) contractor's license.
4. List of at least three (3) references for comparable projects.
5. Proposed project schedule, including equipment lead time.
6. Bid Bond in the amount specified in Section 9, if required by the District.
7. Certificate of insurance or letter of insurability meeting District minimums (Exhibit A).
8. Signed acknowledgment of all issued addenda, if any.

A bidder may modify or withdraw its bid at any time before the bid opening, provided the modification or withdrawal is received before the stated bid opening time. All such documentation will be retained in the bid file.

8. Bid Evaluation and Award:

The contract will be awarded to the lowest responsive and responsible bidder whose bid meets, in all material respects, the requirements and criteria defined in this ITB. The District's Board of Directors reserves the right to accept, reject, or negotiate any or all bids; to waive minor informalities or irregularities; and to accept any bid determined to be in the best interest of the District, whether or not it is the lowest submitted price. The Board may reject all bids and re-advertise by a majority vote.

If the total anticipated cost of this project exceeds \$25,000, both issuance of this ITB and the final contract award require formal approval by the TVRPD Board of Directors, and the bonding and prevailing wage requirements below apply. If the District's cost estimate comes in below \$25,000, the District Manager may proceed under his independent purchasing authority per District policy, and Sections 9 and 11 would not apply as a matter of law (though the District may still elect to require insurance per Exhibit A).

9. Bonding Requirements:

If the awarded contract exceeds \$25,000, per CAPRI (California Association for Park & Recreation Indemnity) Exhibit 5 — Insurance Requirements for Construction Contracts, and California Civil Code §9550, the awarded Contractor shall provide the following surety bonds, each issued by a responsible corporate surety authorized to do business in California and secured through an agent with a California office:

- **Bid Bond** — in an amount not less than 10% of the bid price, submitted with the bid per Section 7. [District to confirm exact bid security requirement before issuance.]
- **Payment Bond** — in a sum equal to 100% of the contract price, required by law for any public works contract exceeding \$25,000.
- **Performance Bond** — in a sum equal to 100% of the contract price, for consistency with the companion HVAC/dehumidification project and given the operational importance of pool heating.
- **Maintenance Bond** — required only if the warranty period offered is longer than one (1) year, in an amount equal to 10% of the contract price. Not necessary if the Performance Bond's terms already cover a one-year warranty.

The Payment Bond and Performance Bond must be furnished before the Contractor commences work. Evidence of bonding capacity for all applicable bonds must be included with each bid per Section 5.

10. Insurance Requirements:

The awarded Contractor must carry, at minimum, the insurance coverage and limits specified in Exhibit A, which reflects CAPRI (California Association for Park & Recreation Indemnity) Exhibit 5 — Insurance Requirements for Construction Contracts.

11. Prevailing Wage & Public Works Compliance:

If the awarded contract exceeds the applicable small-project exemption (\$25,000 for new construction, alteration, installation, demolition, or repair), this project is a public work subject to California prevailing wage law (Labor Code §1720 et seq.). The awarded Contractor and all subcontractors must:

- Pay not less than the general prevailing rate of per diem wages, as determined by the DIR, for the applicable trade classifications and locality.
- Be registered with the DIR as a Public Works Contractor (Labor Code §1725.5) before bidding, being listed, or performing any work on this project, and maintain active registration throughout the project.
- Submit certified payroll records through DIR's electronic certified payroll reporting (eCPR) system.

The District will file the required Public Works Notice of Contract Award (Project Registration, formerly PWC-100) with DIR upon award, if applicable. The District recommends confirming current DIR registration and compliance-monitoring obligations with legal counsel prior to advertisement.

12. Bid Form (Exhibit B):

Bid Item	Unit	Price
Demolition & disposal of existing heater	Lump Sum	\$
New heater, furnished & installed	Lump Sum	\$
Gas piping modifications & tie-in	Lump Sum	\$
Electrical work & controls integration	Lump Sum	\$
Venting & combustion air provisions	Lump Sum	\$
Startup, testing & commissioning	Lump Sum	\$
Permits (if bidder-obtained; otherwise N/A)	Lump Sum	\$
Alternate: Extended heat exchanger warranty	Lump Sum	\$
TOTAL BASE BID		\$

13. General Conditions:

The resulting contract shall be on District-issued contract forms and general conditions, not the bidder's standard proposal terms. Provisions incorporated by reference into any resulting agreement will include, at minimum: District standard indemnification and insurance requirements, prevailing wage compliance (if applicable), bonding (if applicable), retention terms, change order procedures requiring District pre-authorization, and dispute resolution consistent with District policy. Any bidder terms and conditions submitted with a bid for informational purposes only will not be incorporated into the final contract unless expressly accepted in writing by the District.

14. Questions:

All questions regarding this ITB must be submitted in writing to the District Manager at the contact information below no later than [X] calendar days prior to the bid due date. Answers will be issued to all known bidders in writing as a formal addendum; verbal responses are not binding.

Contact Information:**Corey Torres, District Manager**

Tehachapi Valley Recreation & Park District

490 W D St, Tehachapi, CA 93561

Phone: 661-822-3228 ext. 101

Email: c.torres@tvrpd.org

Exhibit A — Insurance Requirements:

Per CAPRI (California Association for Park & Recreation Indemnity) Exhibit 5 — Insurance Requirements for Construction Contracts. Contractor shall procure and maintain, for the duration of the contract and for five (5) years thereafter (Completed Operations), insurance against claims for injuries to persons or damages to property arising from or in connection with performance of the work.

Coverage	Minimum Limit
Commercial General Liability (per occurrence)	\$5,000,000
General Aggregate	Applies separately to this project (ISO CG 25 03/04), or is twice the occurrence limit
Automobile Liability (any auto, per accident)	\$5,000,000
Workers' Compensation	Statutory (CA)
Employer's Liability (per accident)	\$1,000,000
Builder's Risk / Installation Floater	"All Risk"/Special Perils form, equal to completed project value, no coinsurance penalty (an Installation Floater may be acceptable in lieu of full Builder's Risk for a project of this scope, at District's option)
Professional Liability (if Design/Build — see Section 10)	\$2,000,000 per occurrence/claim and aggregate
Contractors Pollution/Asbestos Legal Liability (if applicable — see Section 10)	\$1,000,000 per occurrence/claim; \$2,000,000 aggregate

Minimum Scope and Limit of Insurance:

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described in Section 9 and below.

6. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Self-Insured Retentions:

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by the District. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due the Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the District.

Builder's Risk (Course of Construction) Insurance:

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the District as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the District, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the District's site.

Claims Made Policies:

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the District for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies:

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers:

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

Waiver of Subrogation:

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation and provide a copy to the District. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not an endorsement has been issued.

Verification of Coverage:

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage:

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Surety Bonds:

Where required under Section 9, Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances:

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Exhibit C — District-Supplied Design Data (To Be Completed Before Issuance):

The District must complete the fields below and attach this exhibit to the ITB before advertisement, so bidders can size equipment on a consistent basis.

Pool water volume (gallons): _____

Pool surface area (sq. ft.): _____

Desired water temperature setpoint (°F): _____

Existing heater make/model/age: _____

Existing heater fuel type & rated input (BTU/hr): _____

Pool sanitation method (chlorine/bromine or saltwater): _____

Existing gas service size/pressure: _____

Electrical service available at equipment location: _____

Target completion / reopening deadline: _____