

## **AGENDA**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, August 18, 2014 - 6:00 P.M.**

Persons desiring disability-related accommodations should contact the City Clerk no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session item of this meeting is available at City Hall, 115 South Robinson Street, Tehachapi, California, 93561.

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

Participation in the invocation is strictly voluntary. Each City Councilmember, city employee, and each person in attendance may participate or not participate as he or she chooses.

### **PLEDGE TO FLAG**

### **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT**

All items listed with an asterisk (\*) are considered to be routine and non-controversial by city staff. Consent items will be considered first and may be approved by one motion if no member of the council or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in listed sequence with an opportunity for any member of the public to address the city council concerning the item before action is taken. Staff recommendations are shown in caps. Please turn all cellular phones off during the meeting.

### **AUDIENCE ORAL AND WRITTEN COMMUNICATIONS**

The City Council welcomes public comments on any items within the subject matter jurisdiction of the Council. We respectfully request that this public forum be utilized in a positive and constructive manner. Persons addressing the Council should first state their name and area of residence, the matter of City business to be discussed, and the organization or persons represented, if any. To ensure accuracy in the minutes, please fill out a speaker's card at the podium. Comments directed to an item on the agenda should be made at the time the item is called for discussion by the Mayor. Questions on non-agenda items directed to the Council or staff should be first submitted to the City Clerk in written form no later than 12:00 p.m. on the Wednesday preceding the Council meeting; otherwise response to the question may be carried over to the next City Council meeting. No action can be taken by the Council on matters not listed on the agenda except in certain specified circumstances. The Council reserves the right to limit the speaking time of individual speakers and the time allotted for public presentations.

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
MONDAY, AUGUST 18, 2014, 2014 - 6:00 P.M. - PG. 2**

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1. General public comments regarding matters not listed as an agenda item.

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 60-14  
Tehachapi City Council Unassigned Ord. No. 14-03-716  
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-14  
Tehachapi Public Financing Authority Unassigned Res. No. 01-14

- \*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 4, 2014 – **APPROVE AND FILE**

**FINANCE DIRECTOR REPORTS**

- \*4. Disbursements, bills, and claims for July 31, 2014 through August 13, 2014– **AUTHORIZE PAYMENTS**
- \*5. City of Tehachapi Treasurer’s Report through July, 2014 – **RECEIVE REPORT**

**AIRPORT MANAGER REPORTS**

6. City of Tehachapi’s Tehachapi Warbird Fly-in Special Event Application – **APPROVE THE TEHACHAPI WARBIRD FLY-IN SPECIAL EVENT APPLICATION**

**COMMUNITY OUTREACH COORDINATOR REPORTS**

7. City of Tehachapi’s Granfondo Special Event Application – **APPROVE THE TEHACHAPI GRANFONDO SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**
8. Tehachapi Granfondo festival entertainment – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND NOTORIOUS ENTERTAINMENT FOR ENTERTAINMENT AT THE TEHACHAPI GRANFONDO**

**CITY ENGINEER REPORTS**

9. Authorization to bid the Bicycle Master Plan – Phase I Project – **APPROVE THE PROPOSED CONTRACT DOCUMENTS FOR THE BICYCLE MASTER PLAN – PHASE I PROJECT AND AUTHORIZE CITY STAFF TO BEGIN THE CONSTRUCTION PROPOSAL SOLICITATION PROCESS**
10. Parcel Map 10997 notice of completion of public improvements – **VERBAL REPORT**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
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TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
MONDAY, AUGUST 18, 2014, 2014 - 6:00 P.M. - PG. 3**

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**CITY MANAGER REPORTS**

11. Bond proceeds funding agreement with the Successor Agency to the Tehachapi Redevelopment Agency – **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS**
  
12. Bond proceeds funding agreement with the City of Tehachapi – **ADOPT A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS**
  
13. Report to Council regarding current activities and programs – **VERBAL REPORT**

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

On their own initiative, a Councilmember may ask a question for clarification, make a brief announcement, provide a reference to staff or other resources for factual information, take action to have staff place a matter of business on a future agenda, request staff to report back at a subsequent meeting concerning any matter, or make a brief report on his or her own activities. (Per Gov't. Code §54954.2(a))

**CLOSED SESSION**

1. Approval of closed session minutes for August 4, 2014.

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, August 4, 2014 – 6:00 P.M.**

**NOTE:** Sm, Gr, Wi, Ni and Co are abbreviations for Council Members Smith, Grimes, Wiggins, Nixon and Corpus-Zamudio, respectively. For example, Gr/Sm denotes Council Member Grimes made the motion and Council Member Smith seconded it. The abbreviation Ab means absent, Abd abstained, Ns noes, and NAT no action taken.

### ACTION TAKEN

<p><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by Deputy City Clerk Ashley Whitmore</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Corpus-Zamudio</p> <p>Absent: None</p> <p><b><u>INVOCATION</u></b></p> <p>By Toby Waldowski, Associate Pastor-Calvary Chapel</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Councilmember Corpus-Zamudio</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. General public comments regarding matters not listed as an agenda item were received from:             <ol style="list-style-type: none"> <li>a. Liz Fox, City Resident, regarding toxic waste dumped by Benz.</li> <li>b. Matt Young, TVRPD Manager, thanked the City for its partnership on the Old Timers Picnic.</li> </ol> </li> </ol>	<p style="text-align: center;"><b>Approved Consent Agenda Gr/Wi Ayes All</b></p>
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**ACTION TAKEN**

**CITY CLERK REPORTS**

- \*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- \*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 21, 2014 - **APPROVED AND FILED.**
- \*4. The City is in possession of items that have become outdated or inoperable and no longer serve a useful purpose for City business. Prior to scrapping, donating or selling these items, the City Council must authorize their disposition – **ADOPTED RESOLUTION NO. 55-14 AUTHORIZING DISPOSITION OF PERSONAL PROPERTY**

All Ord. Read By Title Only

Approved & Filed  
Gr/Wi Ayes All

Adopted A Resolution No. 55-14  
Authorizing Disposition Of  
Personal Property  
Wi/Ni Ayes All

**FINANCE DIRECTOR REPORTS**

- \*5. Disbursements, bills and claims for July 29, 2014 through July 30, 2014 – **AUTHORIZED PAYMENTS**
- \*6. City of Tehachapi Treasurer’s Report through June, 2014 – **RECEIVED REPORT**
- \*7. Title VI Program Resolution for Dial-a-Ride services – **ADOPTED RESOLUTION NO. 56-14 AUTHORIZING THE IMPLEMENTATION OF THE TITLE VI PROGRAM PLAN IN ORDER TO MEET FEDERAL REQUIREMENTS**

Authorized Payments  
Gr/Wi Ayes All

Received Report  
Gr/Wi Ayes All

Adopted Resolution No. 56-14  
Authorizing The Implementation  
Of The Title Vi Program Plan In  
Order To Meet Federal  
Requirements  
Gr/Wi Ayes All

**CITY ENGINEER REPORTS**

- 8. Program Supplement Agreement No. 019-N for the HSIP East Tehachapi Traffic Improvements Projects and associated resolution – **ADOPTED RESOLUTION NO. 59-14 AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 019-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. HSIPL-5184(023)**

Adopted Resolution No. 59-14  
And Authorizing The Mayor To  
Sign And Execute Program  
Supplement Agreement No. 019-  
N To Administering Agency-State  
Master Agreement No. 09-5184r,  
Project No. Hsipl-5184(023)  
Co/Ni Ayes All

**CITY MANAGER REPORTS**

- 9. Agreement with Tehachapi Economic Development Council – **CITY MANAGER, GREG GARRETT GAVE REPORT; NIKKI CUMMINGS, GTEDC PRESIDENT COMMENTED ON THE VISITORS CENTER AND THEIR COMMITMENT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN A LEASE AGREEMENT WITH THE GREATER TEHACHAPI ECONOMIC DEVELOPMENT COUNCIL**
- 10. Measure creating a dedicated local funding stream for road maintenance projects, beautification projects, recreation enhancements, senior services, and more, in the form of a voter approved ½ cent Sales Tax increase to expire after ten years – **CITY MANAGER, GREG GARRETT, GAVE REPORT; ASSISTANT CITY MANAGER CHRIS KIRK, GAVE PRESENTATION; CITY ENGINEER, JAY SCHLOSSER GAVE REPORT; COMMENTS IN FAVOR WERE RECEIVED FROM LIZ FOX, DARIN MASON, SOCORRO SCHMIDT, MATT YOUNG, DONNA FISHMAN, NIKKI CUMMINGS;**

Approved And Authorized The  
Mayor To Sign A Lease  
Agreement With The Greater  
Tehachapi Economic  
Development Council  
Gr/Ni Ayes All

Adopted Resolution No. 57-14  
Ordering That A Question  
Approving An Ordinance  
Enacting A Transactions And Use  
Tax To Be Administered By The  
State Board Of Equalization Be  
Submitted To The Voters At The  
Regular Municipal Election On  
November 4, 2014 And Adopted

**ACTION TAKEN**

COMMENTS AGAINST WERE RECEIVED FROM CRAIG BRITTON; NEUTRAL COMMENTS WERE RECEIVED FROM CARL GERICK, DEBBIE SIDLOWSKI, DAVID BUTLER, DARYL CHRISTIANSON, RICHARD FELTER; ADOPTED RESOLUTION NO. 57-14 ORDERING THAT A QUESTION APPROVING AN ORDINANCE ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION BE SUBMITTED TO THE VOTERS AT THE REGULAR MUNICIPAL ELECTION ON NOVEMBER 4, 2014 AND ADOPTED RESOLUTION NO. 58-14 PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS

Resolution No. 58-14 Providing For The Filing Of Rebuttal Arguments For City Measures Submitted At Municipal Elections  
Gr/Ni Ayes All

11. Report to Council regarding current activities and programs – **VERBAL REPORT.**

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Nixon invited residents to National Night Out, Tuesday, August 5<sup>th</sup> at 5 pm
2. Mayor Pro-tem Wiggins spoke on the Old Timers Picnic

**CLOSED SESSION**

1. Conference with legal counsel regarding claim filed by Ruben Hernandez per Government Code Section 54956.9(d)(2).
2. Conference with legal counsel regarding Peter Graff and Rick Disney v. City of Tehachapi per Government Code Section 54956.9(d)(1).

Rejected Claim Filed By Ruben Hernandez  
Gr, Ni Ayes All

NAT

**ADJOURNMENT**

The City Council/Boards adjourned at 7:45 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, August 18, 2014, at 6:00p.m.

\_\_\_\_\_  
Ashley Whitmore  
Deputy City Clerk, City of Tehachapi

Approved this 18<sup>th</sup> day  
Of August, 2014.

\_\_\_\_\_  
PHILIP SMITH  
Mayor, City of Tehachapi

Tehachapi City Council Regular Meeting – Monday, August 4, 2014-6:00pm

Tehachapi Redevelopment Successor Agency Regular Meeting

Tehachapi Public Financing Authority Regular Meeting And

Tehachapi City Financing Corporation Regular Meeting

**ACTION TAKEN**

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# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: hthomas  
 Printed: 8/13/2014 - 1:49 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

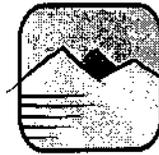
Vendor	Invoice No	Line Description	Check Amount
0061	BSK Associates		
Check No:	0	Check Date:	
	0070717	Strts/Teh Blvd Rehab Phase II	4,048.00
		Check Total:	4,048.00
		Vendor Total:	4,048.00
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	182114	PD/Graff & Disney Lit-Legal Svcs to 5/31/14	3,143.80
		Check Total:	3,143.80
		Vendor Total:	3,143.80
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	76551	Challenger Dr Exp Proj Constr Staking	2,505.96
		Check Total:	2,505.96
		Vendor Total:	2,505.96
2636	HDWBC		
Check No:	0	Check Date:	
	30363-1	Wtr/PW Access Control Equip	3,695.52
	30363-2	Swr/PW Access Control Equip	3,695.51
		Check Total:	7,391.03
		Vendor Total:	7,391.03
2837	Tartaglia Engineering		
Check No:	0	Check Date:	
	1	Air/Land Acquisition Prof Svcs 1/1-7/28/14	2,096.50
	2	Air/Runway 11-29 Enhan Prof Svcs 1/1-6/30/14	29,569.00
		Check Total:	31,665.50
		Vendor Total:	31,665.50
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37443549R	CD/Tractor Supply/Eng Svcs	1,679.53
	37459996	Event Ctr/Infrastructure proj	7,525.13
	37459997	Tomp Elem Imp & Curry Median	387.21
	37459999	Freedom Plaza Proj	22,735.39
	37460000	Wtr/Snyder Well Intertie Proj	1,202.52
	37460001	Mill St Rehab Proj	530.31
	37460004	Challenger Dr Const Phase Support	1,487.50
	37460006	Swr/Cost Op update	1,260.00

Vendor	Invoice No	Line Description	Check Amount
	37460733	GG/Eng Svcs 5/10/14-6/30/14	1,470.50
		Check Total:	38,278.09
		Vendor Total:	38,278.09
		Report Total:	87,032.38

# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: hthomas  
 Printed: 8/13/2014 - 1:51 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B177512-1	Wtr/samples/Mojave Well	25.00
	B177512-2	Wtr/samples/Oakwood Brentwood Tanglewood	36.00
	B177829	Wtr/samples/Mojave & Dennison Well	30.00
	B177830	Wtr/samples/Curry Resv	15.00
	B178030-1	Wtr/samples/Dennison & Wahlstrom Well	50.00
	B178030-2	Wtr/samples/Hayes Fair Oak Alder	36.00
	B178484	Swr/samples/Influent & Effluent	325.00
	B178951-1	Wtr/samples Curry Resv & Well	75.00
	B178951-2	Wtr/samples/Mullberry/Fig/Hickory	36.00
		Check Total:	628.00
		Vendor Total:	628.00
0182	P&J Electric Inc.		
Check No:	0	Check Date:	
	4751	Wtr/serv call trouble shoot Wahlstrom well	250.00
	4761	Swr/serv call test lift station	250.00
	4763	Wtr/trouble shoot White Oak Booster Station	250.00
		Check Total:	750.00
		Vendor Total:	750.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140152573	Swr/dust mop & mats	39.30
	140153913	Swr/dust mop & mats	39.30
		Check Total:	78.60
		Vendor Total:	78.60
0424	Greater Tehachapi Chamber of Comm		
Check No:	0	Check Date:	
	7668	GG/July monthly chamber lunch 3@15	45.00
		Check Total:	45.00
		Vendor Total:	45.00
0426	Tehachapi-Cummings County Water L		
Check No:	0	Check Date:	
	1128540	Wtr/service chg Median	4.50
	12169100	Wtr/water usage Benz Sanitation	214.53
	27011700	Wtr/water usage Landscaping	1,349.74
	2987100	Wtr/water usage Henway	36.54
	43022900	Water usuaage & serv chg Warrior Park	1,774.55
	44203300	Wtr/water usage Chemtool	491.86

Vendor	Invoice No	Line Description	Check Amount
	848.263	Wtr/water usuage & serv chg TUSD	11,206.60
		Check Total:	15,078.32
		Vendor Total:	15,078.32
0428	Tehachapi Flower Shop		
Check No:	0	Check Date:	
	9820	GG/green plant/ J parks	62.30
		Check Total:	62.30
		Vendor Total:	62.30
0429	Tehachapi Valley Healthcare		
Check No:	0	Check Date:	
	315088	Fin/lab- H Thomas	167.41
		Check Total:	167.41
		Vendor Total:	167.41
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70434953	Wtr/fuel surchrg/envir fee/buckeye fiber/min loa	410.70
		Check Total:	410.70
		Vendor Total:	410.70
0447	Underground Service Alert a Califomi		
Check No:	0	Check Date:	
	14070322	Wtr/annual membership	207.84
		Check Total:	207.84
		Vendor Total:	207.84
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	133605-0	PD/stapler/tacks	21.46
	133666-0	PD/Maxell CD/CD/DVD sleeves	16.43
	133767-0	GG/soap/xerox paper	34.04
	662270-0	PD/gel wrist rest	23.60
		Check Total:	95.53
		Vendor Total:	95.53
0543	BSE Rents		
Check No:	0	Check Date:	
	25564	PW/CLR cure & hard (medcure) 5 gal	63.29
		Check Total:	63.29
		Vendor Total:	63.29
0567	Microflex		
Check No:	0	Check Date:	
	1479066-1	Swr/SafeGrip latex exam lg	257.20
	1479066-2	Swr/Evol latex exam lg	257.19
		Check Total:	514.39

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	514.39
0585	Terry J. Warsaw M.D.		
Check No:	0	Check Date:	
	37173C9C	Fin/employment physical/H Thomas	150.00
		Check Total:	150.00
		Vendor Total:	150.00
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	57695	Swr/food nutrafin max	17.19
		Check Total:	17.19
		Vendor Total:	17.19
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	64863	Strts/used clay brick & mason mix	79.31
	64864-1	Strts/return used clay brick	-63.86
	64864-2	Strts/red clay castaic brick	56.12
		Check Total:	71.57
		Vendor Total:	71.57
0832	ACWA/JPIA		
Check No:	0	Check Date:	
	0302769-1	Medical/Sept 2014	71,523.96
	0302769-2	Dental/Sept 2014	8,913.76
	0302769-3	Vision/Sept 2014	1,167.96
	0302769-4	Life/Sept 2014	1,474.48
	0302769-5	Dental/Adjustment/Sept 2014	187.32
	0302769-6	Vision/Adjustment/Sept 2014	21.18
	0302769-7	Life/Adjustment/Sept 2014	28.33
		Check Total:	83,316.99
		Vendor Total:	83,316.99
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	76552	Challenger Dr Exp Proj Constr Staking 7/2014	379.08
		Check Total:	379.08
		Vendor Total:	379.08
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4529	PD/business cards	56.55
	4531	GG/door hangers wtr dept	102.13
		Check Total:	158.68
		Vendor Total:	158.68
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	31705	PD/metal name tag	10.75

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	10.75
		Vendor Total:	10.75
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2361399	Hot Dog Festival/Central Park/Rolloff & recyclin	273.70
	2369011	Hot Dog Festival/Central Park/Toilets	690.00
	2369012	Hot Dog Festival/Jacobsen Jr High/Toilets	390.00
		Check Total:	1,353.70
		Vendor Total:	1,353.70
1506	San Joaquin Safety Shoes		
Check No:	0	Check Date:	
	63840	Const/work boots/J Sorenson	199.94
		Check Total:	199.94
		Vendor Total:	199.94
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	36422/1	GG/Fresh flowers-L Jenkins	48.38
	36509/1	GG/Green plant Mountain Imports	43.00
		Check Total:	91.38
		Vendor Total:	91.38
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	415611	GG/pest control serv/ 104 S Robinson	79.00
		Check Total:	79.00
		Vendor Total:	79.00
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12065-1	LLD/Manzanita Park 6-15 gal trees Teh Blvd	765.00
	12065-2	PW/45-5 gal plants	1,642.50
	12090-1	GG/City Offices	48.02
	12090-10	Strts/South Curry	222.50
	12090-11	LLD/Heritage Oak	843.12
	12090-12	LLD/KB tract/Dennison	3,524.54
	12090-13	Strts/Trees	10.09
	12090-14	Strts/Dennison St	704.20
	12090-15	LLD/Clear View	314.65
	12090-16	Parks/Pioneer Park	541.45
	12090-17	GG/Old Town Planters	80.15
	12090-18	LLD/Mill St Cottages	24.09
	12090-19	Parks/Robinson Park	493.30
	12090-2	GG/Mkt Pl & Union Pacific	215.91
	12090-20	GG/Taco Samich & Wall	27.48
	12090-21	GG/Sr Ctr	102.57
	12090-22	Depot	124.59
	12090-23	GG/Phase 4 downtown planters	33.95
	12090-24	LLD/Red Barn	86.22
	12090-25	LLD/Red Barn Phase 2	7.00

Vendor	Invoice No	Line Description	Check Amount
	12090-26	GG/Robinson Parking lot	24.45
	12090-27	LLD/Alta/Warrior Park-new addition 1-1-14	1,564.62
	12090-3	Strts/Mill Street Islands	415.98
	12090-4	Strts/Capitol Hills (South Island)	263.91
	12090-5	LLD/Manzanita Park	706.41
	12090-6	LLD/KB Tract-Highline LMD	500.85
	12090-7	LLD/Alta Tract/Warrior Park	4,367.95
	12090-8	LLD/All planters-Highline & tract perimeters	1,534.02
	12090-9	LLD/Alta Parkway Lawns	171.51
	12091-1	GG/Mkt Pl	1.01
	12091-10	LLD/Heritage Oaks	10.06
	12091-11	LLD/KB/Dennison	21.12
	12091-12	Strts/Dennison	3.02
	12091-13	LLD/Clear View	1.01
	12091-14	Parks/Pioneer Park	3.02
	12091-15	GG/Old Town Planter	0.50
	12091-16	LLD/Mill St Cottages	0.50
	12091-17	LLD/Alta/Warrior Park-new addition	11.06
	12091-18	Parks/Robinson Park	1.01
	12091-19	GG/Taco Samich	0.50
	12091-2	Strts/Mill St Island	3.02
	12091-20	GG/Sr Ctr	0.50
	12091-21	Depot	2.01
	12091-22	GG/Robinson Parking lot	0.50
	12091-23	GG/Phase 4 downtown planters	0.50
	12091-24	LLD/Red Barn	0.50
	12091-25	LLD/Red Barn 2	0.50
	12091-3	Strts/Cap Hills	2.01
	12091-4	LLD/Manzanita Park	3.02
	12091-5	LLD/KB tract-Highline	1.01
	12091-6	LLD/Alta tract/Warrior Park	20.11
	12091-7	LLD/Alta Parkway Lawns	2.01
	12091-8	LLD/Alta Planters-Highline & tract	10.06
	12091-9	Strts/South Curry	2.01
		Check Total:	19,461.60
		Vendor Total:	19,461.60
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	C639818	Wtr/H15464N 3/4 INSTA-TITE IPS 90	832.83
	C651803	Wtr/emerg break /pvc pipe Omni CPLG	1,586.49
	C662513	Wtr/pvc pipe & OMNI CPLG	1,586.49
	C675133	Wtr/1X100 CTS PE tubing 200 PSI	176.30
	C695843	Wtr/redi-claom & traffic valve box	589.80
	C698365	Wtr/3/4x100 IPS PE tubing 200 PSI	41.93
		Check Total:	4,813.84
		Vendor Total:	4,813.84
1860	Kern County Waste Management Dept		
Check No:	0	Check Date:	
	180557093	Robinson & F St cleanout/wood scrap	37.50
	180557150	Robinson & F St cleanout/wood scrap	37.50
		Check Total:	75.00
		Vendor Total:	75.00

Vendor	Invoice No	Line Description	Check Amount
1865	Kern EDC		
Check No:	0	Check Date:	
	5939	CD/public annual invst 7-14 to 6-15	5,000.00
		Check Total:	5,000.00
		Vendor Total:	5,000.00
1982	SSD Systems		
Check No:	0	Check Date:	
	1034760-A-1	Air/314 Hays st/burglar alarm serv	36.75
	1034760-A-10	GG/115 South Robinson/burglar alarm serv	34.65
	1034760-A-11	Air/314 Hayes st/burglar alarm serv	23.10
	1034760-A-2	Air/100 Commercial Way/burglar alarm serv	17.33
	1034760-A-3	Constr/100 Commercial Way/burglar alarm serv	17.32
	1034760-A-4	PW/800 Enterprise Way/burglar alarm serv	46.50
	1034760-A-5	Swr/750 Enterprise Way/burglar alarm serv	30.98
	1034760-A-6	Wtr/750 Enterprise Way/burglar alarm serv	30.97
	1034760-A-7	Swr/750 Enterprise Way/burglar alarm serv	25.73
	1034760-A-8	Wtr/750 Enterprise Way/burglar alarm serv	25.72
	1034760-A-9	Depot/101 Tehachapi blvd/burglar alarm serv	79.00
		Check Total:	368.05
		Vendor Total:	368.05
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	818478	PD/car wax bag o rags / TM 03	12.73
		Check Total:	12.73
		Vendor Total:	12.73
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	212319	GG/coffee	57.78
	AUG3804	GG/Aug water cooler rental	26.95
		Check Total:	84.73
		Vendor Total:	84.73
2472	All Weather Inc.		
Check No:	0	Check Date:	
	60061	Air/AWOS Maintenance/Inspection	1,875.00
		Check Total:	1,875.00
		Vendor Total:	1,875.00
2568	Cooperative Personnel Services		
Check No:	0	Check Date:	
	345944	GG/professional fees	4,408.00
		Check Total:	4,408.00
		Vendor Total:	4,408.00
2589	Jerome's Tractor Service		
Check No:	0	Check Date:	
	C-14-468	PW/move in fee/labor	240.00
	C-14-469	PW/move in fee/labor	240.00

Vendor	Invoice No	Line Description	Check Amount
	C-14-470	Air/mow 35 Acre/mow 25 Acre	2,500.00
		Check Total:	2,980.00
		Vendor Total:	2,980.00
2717	Wondries Fleet Group		
Check No:	0	Check Date:	
	070114-KK	PD/Ford Explorer/TE 27	29,694.23
		Check Total:	29,694.23
		Vendor Total:	29,694.23
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	
	447211	Sirts/HID lamp	594.69
		Check Total:	594.69
		Vendor Total:	594.69
2893	Cardmember Service		
Check No:	0	Check Date:	
	008717	CC/fuel	23.02
	10463	CC/meals	12.91
	123255	CC/fuel	28.52
	23432	CC/fuel	32.83
	2595	GG/calculator-credit	-176.88
	3121	GG/calculator	176.88
	68012868	CC/lodging-Nuts & Bolts workshop	183.12
	83443461	Hotdog fest/watercolor markers	44.04
		Check Total:	324.44
		Vendor Total:	324.44
2989	My Fleet Center.com		
Check No:	0	Check Date:	
	18933165	PD/oil service	38.33
	18933517	PD/oil service	27.05
	18933521	PD/oil service	21.56
		Check Total:	86.94
		Vendor Total:	86.94
3104	Hilltop Publishers Home of The Loop		
Check No:	0	Check Date:	
	14945	GG/full pg color ad/Vol 2702	400.00
	15002	GG/Mountain Fest full pg color ad	400.00
		Check Total:	800.00
		Vendor Total:	800.00
3278	Hub Construction Specialties Inc.		
Check No:	0	Check Date:	
	Z05015747-1	Wtr/ 6 neck shades & 6 vests	76.16
	Z05015747-2	PW/ 6 neck shades & 6 vests	76.15
		Check Total:	152.31

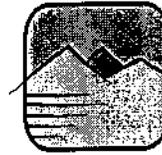
Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	152.31
3292	Tehachapi Veterinary Hospital		
Check No:	0	Check Date:	
	283453	Kaya/exam/laceration repair & shots	195.08
		Check Total:	195.08
		Vendor Total:	195.08
3355	Got Weeds?		
Check No:	0	Check Date:	
	709	Air/weed control & gardening/mowing	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
3579	TransUnion Risk and Alternative		
Check No:	0	Check Date:	
	08012014	PD/person search	8.75
		Check Total:	8.75
		Vendor Total:	8.75
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	300421002	GG/Acct#300421002/115 South Robinson	35.00
		Check Total:	35.00
		Vendor Total:	35.00
3690	American Builders Supply		
Check No:	0	Check Date:	
	26896	Event Ctr/G White panel/tan ring slumpstone/grt	659.73
	26905	Event Ctr/Spec mix type S mortar tan	18.84
		Check Total:	678.57
		Vendor Total:	678.57
3706	Lee Wilson Electric Co. Inc.		
Check No:	0	Check Date:	
	266351	Wtr/Hydrant Meter use	833.08
		Check Total:	833.08
		Vendor Total:	833.08
3750	California Park & Recreation Society		
Check No:	0	Check Date:	
	126080	GG/Associate member dues	95.00
		Check Total:	95.00
		Vendor Total:	95.00
3751	KBFX		
Check No:	0	Check Date:	
	293700-1	Gran Fondo/tv ads	380.00
	293704-1	Gran Fondo/tv ads	400.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	780.00
		Vendor Total:	780.00
		Report Total:	178,286.70

# Accounts Payable

## Checks by Date - Detail By Check Date

User: cthompson  
Printed: 7/31/2014 - 4:58 PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	40864	Check Date: 07/31/2014	
Vendor:	0372	Southern California Edison	
072214-1		314 N Hayes Street	195.09
072214-10		101 Commercial Way	117.43
072214-2		9999 1/2 Hayes	101.80
072214-3		316 S Mojave Street	31.64
072214-4		314 N Hayes St	98.67
072214-5		409 Bryan Ct	320.06
072214-6		115 S Robinson St	1,768.68
072214-7		129 E F St	1,019.50
072214-8		303 E D St	27.28
072214-9		100 Commercial Way	261.43
072414-1		104 S Robinson Street City Clerk Facility Lease	32.59
072414-2		113 S Mojave Street	139.89
072414-3		311 E D St	183.31
072414-4		318 E E St	86.70
072414-5		114 S Green	267.85
072514-1		329 1/2 D Street- Mill Street Cottages	93.77
072514-2		3220 W C	3,058.74
072514-3		213 S Curry Street	19.31
072514-4		200 W Tehachapi Blvd	28.36
072614-1		1125 Capital Hills	25.58
072614-2		209 1/2 E Tehachapi Blvd	26.34
072614-3		333 1/2 E Tehachapi	152.96
072614-4		111 W I St	57.04
072614-5		109 E Tehachapi	88.54
072614-6		119 Industry Pkwy	39.68
072614-7		880 Enterprise	2,007.29
			10,249.53
Check No:	40865	Check Date: 07/31/2014	
Vendor:	3011	Verizon Wireless	
9728948069-1		Mobile Broadband	15.01
9728948069-2		Mobile Broadband	15.01
			30.02
Check No:	40866	Check Date: 07/31/2014	
Vendor:	3749	Margaret Ortiz	
072914		Refund Deposit for Special Event 14-24 Horsesh	200.00
			200.00
Check No:	40867	Check Date: 07/31/2014	
Vendor:	3039	Aspen Builders Inc.	
G12004-12		PD\Progress Pay #12 Retention Release	150,931.67
			150,931.67
Check No:	40868	Check Date: 07/31/2014	

Vendor:	0372 Southern California Edison	
07222014-1	PW\800 Ent	101.72
07222014-2	PW\800 Ent-Shop	308.13
07222014-3	Swr\800 Ent	627.62

1,037.47

Check No: 40869 Check Date: 07/31/2014

Vendor:	3011 Verizon Wireless	
9728638204-1	GG\Mobile Broadband	38.01
9728638204-2	Fin\Mobile Broadband	29.65
9728638204-3	Wtr\Mobile Broadband	15.01
9728638204-4	Swr\Mobile Broadband	15.01
9728848402-1	GG\Mobile Broadband	38.01
9728848402-2	Air\Mobile Broadband	38.01
9728848402-3	GG\Mobile Broadband	38.01
9728848402-4	Air\Mobile Broadband	29.65
9728848402-5	PW\Mobile Broadband	29.65
9728848402-6	GG\Mobile Broadband	38.01
9728848402-7	CD\Mobile Broadband	15.01
9728848402-8	Wtr\Mobile Broadband	15.01
9728848402-9	Swr\Mobile Broadband	15.01

368.69

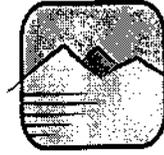
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Report Total: 162,817.38

# Accounts Payable

## Checks by Date - Detail By Check Date

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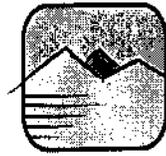
CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	40870	Check Date: 08/04/2014	
Vendor:	0372	Southern California Edison	
072214-11		314 N Hayes St #B	328.02
072214-12		314 N Hayes St # B	343.96
072214-13		NE Cor Teh Airport	272.35
072214-14		314 N Hayes St #G3	41.44
072214-15		Dennison/S O HWY 58	144.75
072214-16		314 N Hayes St	115.55
			<hr/>
			1,246.07
			<hr/>
Date Totals:			1,246.07
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			<hr/>
Report Total:			1,246.07
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# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
 Printed: 8/7/2014 - 3:13 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	40937	Check Date: 08/07/2014	
Vendor:	3711	Alpha Scapes Inc.	
G12004-L-3		PD\Landscape Imp-retention release	2,624.10
			<u>2,624.10</u>
Check No:	40938	Check Date: 08/07/2014	
Vendor:	1440	Deluxe For Business	
2031575498		GG\Checks	310.90
			<u>310.90</u>
Check No:	40939	Check Date: 08/07/2014	
Vendor:	2912	Aaron Gamble	
08052014		Swr\DMV Class A Physical-Reimbursement	225.00
			<u>225.00</u>
Check No:	40940	Check Date: 08/07/2014	
Vendor:	0372	Southern California Edison	
07292014		Traffic Signal 801 Mtn View Ave	68.65
07302014-1		Strts\Teh Bl w/o Green	18.11
07302014-2		Strts\103 Teh Bl	82.85
07302014-3		Strts\101 E Teh Bl #B	188.59
07302014-4		Strts\110 S Mill St	138.31
07302014-5		Strts\Curry & D	18.11
07302014-6		Wtr\358 E D St	5,441.11
08022014-1		Strts\303 E Ave D	14.22
08022014-2		Strts\326 E D	24.40
08022014-3		Street Light\Teh Bl & Bailey Ave	78.24
08052014		Strts\Hwy 202	63.20
			<u>6,135.79</u>
Check No:	40941	Check Date: 08/07/2014	
Vendor:	3221	Tehachapi High School Cheer	
08042014		Hot Dog Fest-Donation for working childrens ga	136.00
			<u>136.00</u>
Check No:	40942	Check Date: 08/07/2014	
Vendor:	2676	USPS-Hasler	
08062014		GG\Postage-Acct#216528-Agr#400086982	1,000.00
			<u>1,000.00</u>
Date Totals:			<u>10,431.79</u>
Report Total:			<u>10,431.79</u>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 8/13/2014 - 11:59 AM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

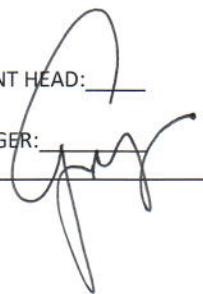
			Check Amount
Check No:	40945	Check Date: 08/13/2014	
Vendor:	0017	American Business Machines	
206108		GG/Contract plus over chgs 7/16/13-7/15/14	1,980.77
			<u>1,980.77</u>
Check No:	40946	Check Date: 08/13/2014	
Vendor:	0404	State Controller's Office	
08112014		Fin/Disbursement listing fee for FY2013-14	100.00
			<u>100.00</u>
Date Totals:			2,080.77
			<u>2,080.77</u>
Report Total:			2,080.77
			<u>2,080.77</u>

CITY OF TEHACHAPI  
 TREASURER'S REPORT  
 FY 2014-15

MONTH END BANK STATEMENT BALANCE										
				2/28/2014	3/31/2014	4/30/2014	5/31/2014	6/30/2014	7/31/2014	
<b>BANK ACCOUNTS</b>										
General Checking	Bank of the Sierra	21002-06457	21002-06457	256,058.01	1,040,774.41	936,260.25	810,882.45	458,059.43	658,433.71	
Water Deposit Trust	Bank of the Sierra	21002-08503	21002-08503	115,083.47	107,421.00	111,061.00	114,071.00	110,516.00	113,246.00	
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	21004-80193	87,625.70	87,627.72	87,629.88	87,632.18	87,633.41	87,633.41	
AD 89-3	Bank of the Sierra	21002-81054	21002-81054	828.82	828.82	828.82	828.82	828.82	828.82	
RDA Checking	Bank of the Sierra	21002-18650	21002-18650	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	
Payroll	Bank of the West	709-031215	709-031215	47,320.42	47,145.57	46,294.05	46,131.35	45,837.23	45,640.26	
AFLAC Flex Spending	Bank of the West	709-039747	709-039747	14,243.86	13,553.50	15,341.63	15,757.05	16,594.95	16,875.89	
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	709-029821	110,410.13	34,552.47	76,555.98	36,288.86	37,842.33	44,327.61	
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	CD 709-000-855969	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	
1994/2004 Refunding Bond	Bank of New York	870513-870517	870513-870517	0.00	0.00	53,490.63	0.00	0.00	0.00	
CFD 90-1	Union Bank	67170669300-308	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00	
RDA 2007	Bank of New York	870951/52/53/54	870951/52/53/54	226,042.90	226,042.90	436,469.15	226,042.90	226,042.90	226,042.90	
RDA 2005	Bank of New York	870711-16	870711-16	195,720.53	195,720.53	378,843.03	195,720.53	195,720.53	195,720.53	
LAIF	State of California	98-15-914	98-15-914	12,858,914.56	11,048,914.56	10,755,949.96	11,755,949.96	11,755,949.96	12,162,266.56	
<b>Total Funds in Banks</b>				14,041,762.42	12,932,095.50	13,028,238.40	13,418,819.12	13,064,539.58	13,680,529.71	
<b>INVESTMENTS</b>										
CSJVRMA Investment Pool	Chandler Asset Mgt	1113	1113	2,029,266.00	2,023,753.00	2,029,011.00	2,036,288.00	2,035,078.00	2,031,113.00	
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	117-067378-235	185,365.32	185,580.83	186,548.66	186,779.52	186,867.96	187,098.97	
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00	
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00	
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	117-067378-235	135,005.10	135,005.10	135,005.10	135,005.10	135,005.10	136,252.93	
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	8870586	8870586	0.00	0.00	0.00	0.00	0.00	0.00	
* Loaned to Wtr/Swr to pay-off COP2000				570,748.43	570,748.43	570,748.43	570,748.43	431,231.94	431,231.94	
<b>Total Investments</b>				2,920,384.85	2,915,087.36	2,921,313.19	2,928,821.05	2,788,183.00	2,785,696.84	
<b>TOTAL PORTFOLIO</b>				<b>16,962,147.27</b>	<b>15,847,182.86</b>	<b>15,949,551.59</b>	<b>16,347,640.17</b>	<b>15,852,722.58</b>	<b>16,466,226.55</b>	



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



# COUNCIL REPORTS

MEETING DATE: AUGUST 18, 2014    AGENDA SECTION: CITY CLERK

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:** AUGUST 13, 2014

**SUBJECT:** SPECIAL EVENT APPLICATION – TEHACHAPI WARBIRD FLY-IN 2014

---

## APPLICANT AND ORGANIZATION

Tom Glasgow and Kim Nixon, City of Tehachapi

## EVENT DESCRIPTION

The Warbird Fly-in will be held on September 27, 2014 from 7:00 am – 7:00 pm at the Tehachapi Municipal Airport. This event is open to the public.

## APPLICANT REQUESTS

- Barricades at the runway

## STAFF CONDITIONS

Administration: All City facilities must be properly cleaned immediately following the close of the event.

## RECOMMENDATION

**APPROVE THE TEHACHAPI WARBIRD FLY-IN SPECIAL EVENT APPLICATION**



CITY OF TEHACHAPI

### SPECIAL USE/EVENT APPLICATION

Organization City of Tehachapi & FRIENDS OF THE AIRPORT

Event Contact Tom Glasgow / Kim Nixon Phone Number 822-2200

Address 115 S. Robinson St.

City Tehachapi State CA Zip Code 93561

E-mail Address tglasgow@tehachapicityhall.com or knixon@tehachapicityhall.

Event Name Tehachapi Warbird Fly-in 2014

Event Location Tehachapi Airport 'KTSP'

Event Date(s) Sept. 27<sup>th</sup> 2014 Event Time(s) approx. 7:00 a.m. - 7:00 p.m.

Describe Event: (Street Closures, Activities, Participation, Etc.) **AT AIRPORT / AVIATOR PARK**  
**Warbird Fly-in From 9:30 AM TO 3:00 PM ON SAT. SEPT 27TH**  
**NUMEROUS AVIATION ACTIVITIES TO INCLUDE: <sup>FAR</sup> WAIVERED FLY-BYS, STATIC DISPLAYS, BI-PLANE RIDES & SKY DIVING.**  
**OTHER ACTIVITIES: VENDORS, FOOD & BEV., PANCAKE BREAKFAST, BOUNCE-HOUSE, FACE PAINTING, MILITARY VEHICLE DISPLAY. COMMUNITY PARKING.**  
**KCRT WILL PROVIDE COMMUNITY SHUTTLE \*NO STREET CLOSURES**

Is the event open to the Public?  Yes  No Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? \_\_\_\_\_

Will there be vendors at your event?  Yes  No If yes, how many? 8

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? TBA - VANCE

Event Name Tehachapi Warbird Fly-in 2014 Event Date(s) Sept. 27<sup>th</sup> 2014

**Please Describe How The Following Will Be Accomplished:**

Street Barricades taken care of by Airport Staff TOM & GASTON

Traffic Control TPD

Crowd Control Yes TPD, CAP, SEARCH & RESCUE, HALL AMBULANCE, KCFD HAVE

Utility Services: Water, Sewer, Electric N/A ALL BEEN NOTIFIED.

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance CITY AIRPORT STAFF & VOLUNTEERS

Security N/A OFFICIAL VOLUNTEERS WILL WEAR RED SHIRTS

Site Facilities TVRPD WILL SUPPLY TRASH & RESTROOMS (BENZ)

Health Dept. N/A

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190. 62 for the first call out of the day) and is subject to change.

I understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature  Date 7/14/14

**Office Use Only**

Insurance Certificate       List Of Vendors       Meeting

Deposit       Plot Plan      Date

Time

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input type="checkbox"/> CD	<input type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input type="checkbox"/> BI	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes \_\_\_\_\_

## GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

## FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

## FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

## SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.

  
\_\_\_\_\_  
Applicant Signature  
7/14/14  
\_\_\_\_\_  
Date



MAIN ENTRANCE

BI-PLANE STAGING

RESTROOM

BI-PLANE RIDES

WARBIRD PARKING

HANDICAP RESTROOMS

BARRICADE BOUNDARY

RESTROOMS

EMERGENCY SERVICE STAGING

© 2014 Google

Google earth



J STREET GATE

SHUTTLE ROUTE  
0.30 MILES  
ONEWAY

EVENT PARKING

Tehachapi Airport

# WARBIRD FLY-IN



*Keep em Flyin!*



SEPTEMBER

27<sup>TH</sup>

2014

✈ FREE ADMISSION

✈ WARBIRD ARRIVAL 9:30AM

[www.warbirds5ktsp.webs.com](http://www.warbirds5ktsp.webs.com)



APPROVED

DEPARTMENT HEAD: AW

CITY MANAGER: \_\_\_\_\_

# COUNCIL REPORTS

MEETING DATE: AUGUST 18, 2014 AGENDA SECTION: CITY CLERK

---

**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:** AUGUST 13, 2014

**SUBJECT:** SPECIAL EVENT APPLICATION – TEHACHAPI GRANFONDO

---

## APPLICANT AND ORGANIZATION

Michelle Vance, City of Tehachapi

## EVENT DESCRIPTION

The Granfondo will be held on September 13, 2014 from 6:00 am – 9:00 pm in downtown Tehachapi. This event is open to the public.

## APPLICANT REQUESTS

- Barricades at various locations (see application)

## STAFF CONDITIONS

Administration: All City facilities must be properly cleaned immediately following the close of the event.

## RECOMMENDATION

**APPROVE THE TEHACHAPI GRANFONDO SPECIAL EVENT APPLICATION**



City of Tehachapi

**SPECIAL USE/EVENT APPLICATION**

Organization City of Tehachapi  
 Event Contact Michelle Vance Phone Number 822-2700  
Ext 121  
 Address 115 S. Robinson Street  
 City Tehachapi State Ca Zip Code 93561  
 E-mail Address mvance@tehachapicityhall.com

Event Name Tehachapi Gran Fondo  
 Event Location Downtown Tehachapi Centennial Plaza & Paseo  
 Event Date(s) Sept 12<sup>th</sup> (Plaza) + 13<sup>th</sup> - Streets Event Time(s) All Day - 6am to 9pm

Describe Event: (Street Closures, Activities, Participation, Etc.)

Close Tehachapi Blvd from Davis to Green (5am to 10 am)  
 Close Robinson street from Tehachapi Blvd to F street 7/13  
 Close Parkings lot between Green Street to Robinson Street  
 (Friday & Saturday)  
 7/12 7/13  
 Use of Centennial Plaza (Friday Night & Saturday)  
 Close Green Street on Sept 13 from 5am to 8pm

Is the event open to the Public?  Yes  No Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? Public Safety Volunteers + Tourism

Will there be vendors at your event?  Yes  No If yes, how many? \_\_\_\_\_

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? Pending

Event Name Tehachapi Gran Fondo

Event Date(s) 9/13/14

**Please Describe How The Following Will Be Accomplished:**

Street Barricades Close Tehachapi Blv See Attached Explanation

Traffic Control - Yes

Crowd Control - Yes

Utility Services: Water, Sewer, Electric -

Lights - Yes

Dust Control -

Site Clean-up & Maintenance Volunteers

Security Yes

Site Facilities -

Health Dept. Yes

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Date 3/3/14

**Office Use Only**

Insurance Certificate       List Of Vendors       Meeting

Deposit       Plot Plan      Date

Time

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
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(5) That the insurer waives all rights of subrogation against the additional named insureds;

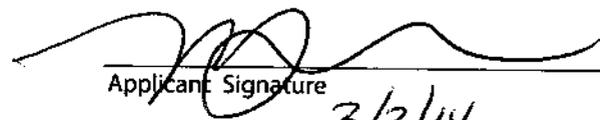
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

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\_\_\_\_\_  
Applicant Signature  
\_\_\_\_\_  
Date 3/3/14

# Closures for Tehachapi GranFondo

Friday September 12<sup>th</sup> thru Sunday September 14<sup>th</sup>

## **Close Centennial Paseo Parking Lot:**

Friday, September 12, 2014 7:00 AM & Open Sunday, September 14, 2014 5:00 PM

## **Close Robinson Street from Tehachapi Blvd. to F Street:**

Saturday, September 13, 2014 5:00 AM Saturday, September 13, 2014 8:00 PM

## **Close Green Street from Tehachapi Blvd. to F Street:**

Saturday, September 13, 2014 5:00 AM Saturday, September 13, 2014 8:00 PM

## **Close Tehachapi Blvd from Green Street to Davis Street:**

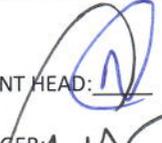
Saturday, September 13, 2014 5:00 AM Saturday, September 13, 2014 10:00 AM

\*Westbound Detour traffic South on Davis, Right on F Street and Right on Curry Street

\*Eastbound Detour traffic Left on Green Street, Right on H Street and Right on Hayes



# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: AUGUST 18, 2014 AGENDA SECTION: COMMUNITY OUTREACH

---

**TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS**

**FROM: MICHELLE VANCE**

**DATE: AUGUST 11, 2014**

**SUBJECT: TEHACHAPI GRANFONDO FESTIVAL ENTERTAINMENT – NOTORIOUS ENTERTAINMENT**

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Notorious Entertainment of Lake Isabella for entertainment at the Tehachapi GranFondo Festival. Notorious Entertainment will provide two bands with a classic soft rock and blues genre for the Tehachapi GranFondo Festival at Centennial Plaza in Tehachapi, CA, from 11:30 am to 6:30 pm on September 13, 2014.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND NOTORIOUS ENTERTAINMENT**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF TEHACHAPI, hereinafter "City", and Notorious Entertainment dba Orion Sanders, hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring the Tehachapi Gran Fondo Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Contractor will perform on September 13, 2014 as follows (the "Entertainment"): at the Centennial Plaza in Tehachapi, California from 11:30 a.m. – 6:30 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$800.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Orion Sanders, PO Box 1571, Lake Isabella, CA 93240. Any party may change any of the foregoing as it

relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

\_\_\_\_\_  
\_\_\_\_\_  
PHILIP SMITH, Mayor,  
City of Tehachapi, California

NOTORIOUS ENTERTAINMENT

By: \_\_\_\_\_  
Orion Sanders



## Venue Agreement

Notorious Entertainment in agreement with City of Tehachapi  
(business name)

for the Tehachapi Gran Fondo  
(event name)

contract Smith & Jones / Alastair Greene Band  
(band name)

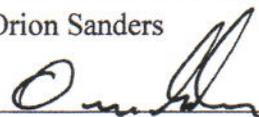
to which City of Tehachapi will pay \$ 800 for 6.5 hours.  
(business)

The Entertainment will start at 11:30am on September 13, 2014  
(time) (month) (day) (year)

at Centennial Plaza address \_\_\_\_\_  
(business) (location)

**Special Instructions:** Per the description above, Notorious Entertainment will provide 2 bands with a classic soft rock and blues genre. Notorious Entertainment will provide proper sound system and shade canopies for bands on the stage in Centennial Plaza. Along with agreed payment above City of Tehachapi will also provide meals for the above mentioned artist. Above agreed payment will be made day of event.

The above information is agreed upon by all representatives and is a legal binding contract.

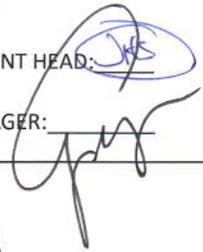
Notorious Entertainment  
Orion Sanders  
x 

City of Tehachapi  
(business Name and Representatives)  
x \_\_\_\_\_

Return to:  
Notorious Entertainment  
P.O. Box 1571  
Lake Isabella, CA 93240  
[Orion.notoriousentertainment@gmail.com](mailto:Orion.notoriousentertainment@gmail.com)  
661-340-0026

x \_\_\_\_\_



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

# COUNCIL REPORTS

MEETING DATE: AUGUST 18, 2014    AGENDA SECTION: CITY ENGINEER

---

**TO:**                    HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:**              JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER

**DATE:**                AUGUST 13, 2014

**SUBJECT:**           AUTHORIZATION TO BID THE BICYCLE MASTER PLAN – PHASE I PROJECT

---

**BACKGROUND:**

Approximately two years ago, the City of Tehachapi successfully applied for a Transportation Development Act (TDA) grant designed to fund several bike lane extensions identified in the City Bicycle Master Plan. City Staff contracted with AECOM Technical Services Inc. to prepare the project bid documents in 2013.

Further, Tract 6216 (Alta Estates) was recently updated using received bond funding. All desired project components were completed except for some minor striping and signage needs.

**PROJECT:**

The project consists of the extension of Class II and Class III bike lanes in several locations throughout town as follows:

1. Mulberry Street from Tehachapi Boulevard to E Street
2. Mill Street from Tehachapi Boulevard to Valley Boulevard
3. Curry Street from Tehachapi Boulevard to Highline Road
4. E Street from Mojave Street to Snyder Avenue

For the sake of convenience, the minor striping and signage efforts needed within Tract 6216 (Alta Estates) were also added to the project bid package.

**BUDGET / FUNDING:**

The total TDA grant funding is \$160,000. Current estimates suggest these funds are sufficient for the project. Funding for the Tract 6216 (Alta Estates) component will come from the remaining bond funds. As such, no impact to the General Fund is expected.

**RECOMMENDATION:**

**APPROVE THE PROPOSED CONTRACT DOCUMENTS FOR THE BICYCLE MASTER PLAN – PHASE I PROJECT AND AUTHORIZE CITY STAFF TO BEGIN THE CONSTRUCTION PROPOSAL SOLICITATION PROCESS.**

# CITY OF TEHACHAPI

Kern County, California

CONTRACT DOCUMENTS  
CONSTRUCTION SPECIFICATIONS

## Bicycle Master Plan—Phase I and Tract No. 6216 Phase I Striping & Signage

# CITY OF TEHACHAPI

Kern County, California

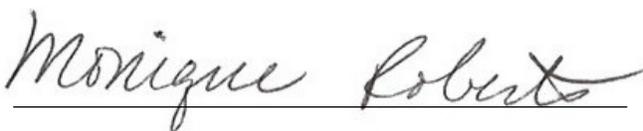
CONTRACT DOCUMENTS  
CONSTRUCTION SPECIFICATIONS

## Bicycle Master Plan—Phase I and Tract No. 6216 Phase I Striping & Signage

  
\_\_\_\_\_  
Joshua T. Nord, PE  
Project Engineer



Construction Drawings  
and Technical  
Specifications for  
Bicycle Master Plan –  
Phase 1

  
\_\_\_\_\_  
Monique Y. Roberts, PE  
Project Engineer



Construction Drawings  
and Technical  
Specifications for  
Bicycle Master Plan –  
Phase 1

APPENDIX A – TRACT NO. 6216 PHASE 1 STRIPING & SIGNAGE PLANS - BY OTHERS

**CITY OF TEHACHAPI  
BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE**

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SECTION 001000 NOTICE INVITING SEALED PROPOSALS (BIDS)

FOR THE CONSTRUCTION OF: BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

FOR THE: CITY OF TEHACHAPI

NOTICE IS HEREBY GIVEN that the City Council of said CITY invites and will receive sealed proposals (bids) up to the hour of 10:30 AM on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, for the furnishing to said CITY 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 office of the CITY,

City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561  
661-822-2200

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 in the office of the CITY and in the office of the ENGINEER,

City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561  
661-822-2200

AECOM Technical Services, Inc.  
5001 E. Commercenter Drive, Suite 100  
Bakersfield, CA 93309  
661-325-7253

Copies may be obtained at the CITY HALL by depositing \$40.00 per set, which deposit will be non-refundable.

General Nature of Work:

The work involves installation of bike path striping, marking, and signage along W. Tehachapi Blvd., Mulberry St., E St., Mill St., and S. Curry St., and the installation of striping and signage for Tract No. 6216 Phase I.

Each bid shall be submitted on a form furnished as part of 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 CITY. The security of unsuccessful Bidders will be returned by the CITY no later than sixty (60) days following the date of award. Each bid shall be sealed and delivered to the CITY at the location designated in this notice for the opening of proposals at or before the time in this notice provided. The check or bond shall be given as guarantee that the Bidder will enter into a contract with the CITY and furnish the required payment and performance bonds, 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 certificates of insurance and endorsements if the Bidder's bid is accepted.

The City Council 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 work 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 file with the Department of Industrial Relations and in the office of the CITY and are available to any interested party upon request.

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract. The CITY reserves the right to solely determine the adequacy of the securities being proposed by the CONTRACTOR and the value of those securities. The CITY shall also be entitled to charge an administrative fee, as determined by CITY in its sole discretion, for substituting equivalent securities for retention amounts. The CITY'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 CITY. The CITY shall be entitled, at any time, to request the deposit of additional securities of a value designated by CITY, in CITY's sole discretion, to satisfy this requirement. If the CITY does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, CITY shall be entitled to withhold amounts due CONTRACTOR until securities of satisfactory value to CITY have been received.

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

General Engineering – Class "A"

Parking and Highway Improvement—Class "C-32"

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

It is the CITY'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 City Council of the CITY 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.

The Bidder is required to sign the attached Noncollusion Affidavit and submit it with his bid.

BY THE ORDER OF THE CITY COUNCIL OF THE  
CITY OF TEHACHAPI

Dated: \_\_\_\_\_ O/S by \_\_\_\_\_  
Greg Garrett, City Manager

END OF SECTION



SCHEDULE OF WORK ITEMS

**BID SCHEDULE A – BICYCLE MASTER PLAN PHASE I**

Item No.	Qty	Description	Unit Price	Total Amount
1.	Lump Sum	Mobilization/Demobilization	\$ <u>  LS  </u>	\$ _____
2.	13,720 LF	Furnish and install bike path striping per Detail 1 conforming to the plans and specifications, complete and in place, for the unit price of	\$ _____ /LF	\$ _____
3.	6,070 LF	Furnish and install bike path striping per Detail 2 conforming to the plans and specifications, complete and in place, for the unit price of	\$ _____ /LF	\$ _____
4.	Lump Sum	Furnish and install bike path markings and signage conforming to the plans and specifications, complete and in place, for the lump sum price of	\$ <u>  LS  </u>	\$ _____
5.	4,340 SF	Furnish and install shoulder pavement section in accordance with the plans and specifications, complete and in place at the locations indicated, for the unit price of	\$ _____ /SF	\$ _____
6.	Lump Sum	Traffic Control Plan and implementation in accordance with the specifications for the lump sum price of	\$ <u>  LS  </u>	\$ _____
Total Bid Schedule A (Items 1 Through 6)				\$ _____

**BID SCHEDULE B – TRACT NO. 6216 PHASE 1 STRIPING & SIGNAGE**

<b>Item No.</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Amount</b>
7.	Lump Sum	Mobilization/Demobilization	\$ <u>  LS  </u>	\$ _____
8.	7,600 LF	Furnish and install striping per Caltrans Standard A20A, Detail 1, complete and in place, for the unit price of	\$ _____ /LF	\$ _____
9.	3,280 LF	Furnish and install striping per Caltrans Standard A24F "Basic", complete and in place, for the unit price of	\$ _____ /LF	\$ _____
10.	12 EA	Furnish and install "STOP" markings per Caltrans Standard A24D, complete and in place, for the unit price of	\$ _____ /EA	\$ _____
11.	16 EA	Furnish and install "STOP" signs per City of Tehachapi Standards, for the unit price of	\$ _____ /EA	\$ _____
12.	Lump Sum	Traffic Control Plan and implementation in accordance with the specifications for the lump sum price of	\$ <u>  LS  </u>	\$ _____
Total Bid Schedule B (Items 7 Through 12)				\$ _____
<b>Total Bid Schedules A and B (Items 1 Through 12)</b>				\$ _____

It is understood that the comparison of bids will be based on the sum of Bid Schedules A and B (Items 1 through 12). It is also understood that the foregoing sums are solely for comparison of bids and that the Contractor's compensation will be computed upon the basis of actual quantities furnished in awarded contract and the unit prices set forth in the bid schedules. The Owner may reject any or all bids.



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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>
_____	_____
_____	_____
_____	_____

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the OWNER 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 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.



SECTION 005200 AGREEMENT

THIS AGREEMENT, made and entered into by and between the

CITY OF TEHACHAPI

hereinafter referred to as "OWNER" and

\_\_\_\_\_;

a corporation under the laws of the state of \_\_\_\_\_;

a partnership composed of \_\_\_\_\_;

\_\_\_\_\_;

a joint venture composed of \_\_\_\_\_;

\_\_\_\_\_;

an individual doing business as \_\_\_\_\_;

hereinafter referred to as "CONTRACTOR."

OWNER 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  

BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE
- (2) TIME FOR COMPLETION: The work shall be completed within the times set forth in Section 007300. Time is of the essence, and forfeiture due to delay will be assessed as provided for in the General Provisions.
- (3) CONTRACT SUM: OWNER 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 OWNER shall be preceded by acceptance of the work made only by an action of the Governing Body of OWNER in session.
- (5) COMPLIANCE WITH PUBLIC CONTRACTS LAW: OWNER 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) CONTRACTOR'S REPRESENTATIONS: In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
  - (a) CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents;
  - (b) CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- (c) CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work;
  - (d) CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except underground facilities) which have been identified in the Supplementary Conditions as provided in the General Provisions;
  - (e) CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereof;
  - (f) CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract times, and in accordance with the other terms and conditions of the Contract Documents;
  - (g) CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents;
  - (h) CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data within the Contract Documents;
  - (i) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR; and
  - (j) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- (7) ACCOUNTING RECORDS: CONTRACTOR shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the cost of the Work and CONTRACTOR'S fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.
- (8) CONTRACT DOCUMENTS: The complete contract includes all the Contract Documents set forth herein, to wit: Notice Inviting Sealed Proposals (Bids), Bid Form, Agreement, Bid Bond, Performance Bond, Payment Bond, CONTRACTOR'S Certificate Regarding Workers' Compensation, Certificate of Insurance (Workers' Compensation and Employers' Liability), Insurance Endorsement (Workers' Compensation and Employers' Liability), Certificate of Insurance (Liability), Insurance Endorsement (Liability), General Provisions, Special Provisions, Standard Specifications, Drawings, Plans, and also addenda thereto and supplemental agreements.
- (9) SUCCESSOR AND ASSIGNS: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors,

assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- (10) PROMPT PAYMENT: As required by California law, the provisions of California Public Contract Code Section 20104.50, regarding prompt payment to contractors, are hereby incorporated in their entirety.
- (11) AIR POLLUTION: The CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code.
- (12) COMPLIANCE WITH IRCA: Contractor acknowledges that contractor, and all subcontractors hired by contractor to perform services under this Agreement are aware of and understand the Immigration Reform and Control Act of 1986 ("IRCA"). Contractor and all subcontractors will not employ any person to perform labor or services under this Agreement who is not authorized to work in the United States under the terms of the IRCA. Contractor and all subcontractors are responsible for accurately and fully completing and submitting all Employment eligibility Verification forms for all of its employees and shall comply with all provisions set forth in the IRCA. If at any time the City becomes aware that contractor or subcontractor is employing a person to perform labor or services under this Agreement who is not authorized to work in the United States, the City retains the right to terminate the Agreement pursuant to Article 7-19 of the General Provisions of this Agreement. In addition, contractor agrees to indemnify, defend, and hold harmless, City, its agents, officers and employees, for any liability, damages, penalties, fines, or cause of action arising out of or relating to any claims that contractor's employees or the employees of any subcontractor hired by contractor, are not authorized to work in the United States for contractor or its subcontractor and any other claims based on alleged IRCA violations committed by contractor or contractor's subcontractors.

This Agreement is executed by the OWNER 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. The effective date will be the last date of execution by the parties.

Dated: \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
(Authorized Representative of OWNER)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(CONTRACTOR)

By \_\_\_\_\_  
(Authorized Representative of CONTRACTOR)

(Seal if Corporation) Title \_\_\_\_\_

(Attach Acknowledgment for Authorized Representative of CONTRACTOR)

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.

ATTEST: \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

State of California )  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, proved to me on the basis of satisfactory evidence, who being duly sworn, did depose and say: that (he/she) is an authorized representative of the CONTRACTOR and acknowledged to me that (he/she) executed the within instrument on behalf of said CONTRACTOR, \_\_\_\_\_.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature \_\_\_\_\_ (Seal)  
Notary Public

END OF SECTION

SECTION 006110 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

CITY OF TEHACHAPI

(herein called OWNER) for payment of the penal sum of \_\_\_\_\_

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

BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the OWNER, at the price designated by his bid, and files two bonds with the OWNER, 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 OWNER, 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 OWNER 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 OWNER is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay OWNER'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.

END OF SECTION

SECTION 006111 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

CITY OF TEHACHAPI

(herein called OWNER) for payment of the penal sum of \_\_\_\_\_

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

BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

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 OWNER, the ENGINEER, the OWNER'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 OWNER is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay OWNER'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)

**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.

END OF SECTION

SECTION 006112      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

CITY OF TEHACHAPI

(herein called OWNER) for payment of the penal sum of \_\_\_\_\_

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

BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 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 3181 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 drawings 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 OWNER become a party to any action on this bond that, each will also pay OWNER'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)

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.

END OF SECTION

SECTION 006220 CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Description of Contract: CITY OF TEHACHAPI  
BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

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 in 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, 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 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 OWNER prior to performing any work under this contract.)

END OF SECTION

Description of Contract:

CITY OF TEHACHAPI  
BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

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 Article 3-4 of the General Provisions and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least ten (10) days' written notice to the OWNER prior to cancellation of said policy for nonpayment of premium and thirty (30) days' written notice to the OWNER prior to cancellation of said policy for any other reason.

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

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

By \_\_\_\_\_  
(Company Representative)

(SEE NOTICE ON PAGE 2)

Insurance Company Agent for Service  
of Process in California:

---

Name

---

Agency

---

Street Number

---

City 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.

END OF SECTION

Description of Contract:

CITY OF TEHACHAPI  
BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

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 Company waives any right of subrogation it may acquire against the OWNER, the ENGINEER, the OWNER'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
_____	_____
City and State	City 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.

END OF SECTION

Description of Contract:

CITY OF TEHACHAPI  
 BICYCLE MASTER PLAN—PHASE I AND  
 TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

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 Article 3-4 of the General Provisions and are in force at this time:

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
General Liability				General Aggregate	\$
				Products—Comp/Ops Agg.	\$
				Personal & Adv. Injury	\$
				Each Occurrence	\$
				Fire Damage (Any one fire)	\$
				Med. Expense (Any one person)	\$
Automobile Liability				Combined Single Limit	\$
				Bodily Injury (Per person)	\$
				Bodily Injury (Per Accident)	\$
				Property Damage	\$
Excess Liability				Each Occurrence	\$
				Aggregate	\$

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 Company will give at least ten (10) days' written notice to the OWNER prior to cancellation of said policy for nonpayment of premium and thirty (30) days' written notice to the OWNER prior to cancellation of said policy for any other reason.

---

 Named Insured (CONTRACTOR)

---

 Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

By \_\_\_\_\_  
(Company Representative)

Insurance Company Agent for Service  
of Process in California:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City 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 at least a B+ VIII rating in accordance with the most current Best's Rating Guide.

END OF SECTION



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## ARTICLE 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 Owner accepting the work as being complete.

**ACCEPTED BID.** The bid (proposal) accepted by the Owner.

**ADDENDA.** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements and the Contract Documents.

**AGREEMENT.** The written instrument which is evidence of the agreement between Owner and Contractor covering the work.

**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 entire and integrated written agreement executed between the Owner and the Contractor concerning the work. The Contract supersedes prior negotiations, representations or agreements, whether written or oral.

**CONTRACTOR.** The individual, partnership, corporation, joint venture, or other combination thereof who has entered into the Contract with the Owner for the performance of the work. The term "Contractor" means the Contractor or its 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.** AECOM and its subsidiaries. The term "Engineer" means the Engineer or its authorized representative.

**OWNER.** The public entity identified as such in the Agreement. The term "Owner" means the Owner or its authorized representative.

**OWNER'S REPRESENTATIVE.** The person or firm authorized in writing by the Owner to represent it during the performance of the work by the Contractor. The Owner's Representative means the Owner's Representative or its assistants.

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

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

**SPECIFICATIONS.** The written 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.

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 Owner's Representative is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the Owner'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
ACI	American Concrete Institute
AGA	American Gas Association
AI	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
NBFU	National Board of Fire Underwriters
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)
USGS	United States Geological Survey

## ARTICLE 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 the article on 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 Owner 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 Owner. 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 Owner in writing, the check and the money represented by said check shall be forfeited to the Owner, or in the event that a bond or other security is deposited, said security shall be forfeited. Forfeiture does not preclude the Owner 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, including without limitation, attorneys' fees and other costs reasonably incurred by the Owner, with or without legal proceedings.

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 its 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 its 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 the article on 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, it may submit to the Engineer 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. A copy of such Addendum will be mailed or delivered to each person or entity that has received a set of such documents. The Owner and the Engineer 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 it has carefully examined the Contract Documents and the site where the work is to be performed and that it has familiarized itself 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 it has studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite, that it has performed such additional surveys and investigations as it deems necessary to complete the work at its bid price, and that it 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 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 Owner, the Engineer, 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 Owner or the Engineer 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.

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 Owner, the Engineer, 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 Owner's consultants, the Engineer or its consultants in the use thereof by the Engineer, 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 Owner, the Engineer, 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 Owner or the Engineer 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 it deems necessary to satisfy itself 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 Owner, the Engineer, 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.

## ARTICLE 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 Owner, 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 Owner, a bid is unbalanced or if the Bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

The Owner 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 its bid during said period. The Owner 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 its financial condition and previous construction experience or such other evidence of its qualifications as may be requested by the Owner. 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 Owner, together with the bonds and certificates of insurance and endorsements, within 15 calendar days or such additional time as may be allowed by the Owner from the date of the mailing of notice from the Owner to the Bidder or from the date of personal delivery of notice from the Owner 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 Owner and one each with the Attorney for the Owner and the Engineer for the Owner.

### 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 Owner on the forms furnished as part of the Contract Documents. Surety companies, to be acceptable to the Owner, 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 Owner proof of full compliance with all insurance requirements as specified in the article on 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 Owner for all damages resulting therefrom including reasonable attorneys' fees. The proposal guarantee forfeited shall not be a limitation thereon.

## ARTICLE 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. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

### 4-2 CHANGES IN THE WORK

The Owner 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 Article 9 of the General Provisions.

The Owner'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, it shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the Owner's Representative in writing of its estimate of the changes in the Contract amount and time for completion it 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 Owner 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 its expense except as otherwise specifically provided in the Contract Documents.

### 4-4 UTILITIES

The Engineer has endeavored to determine the existence of utilities at the site of the work from the records provided by 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 its 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, it shall immediately notify in writing the Owner's Representative and the owner of the utility facility.

As provided in Section 4216 of the California Government Code, at least two working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground

Service Alert of Southern California) and obtain an inquiry identification number as set forth in paragraph 4216.2.

Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for: (a) reviewing and checking all such information and data; (b) locating all underground facilities shown or indicated in the Contract Documents; (c) coordination of the work with the owners of such underground facilities, including Owner, during construction, and (d) the safety and protection of all such underground facilities and repairing any damage thereto resulting from the work.

If an underground facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith (except in an emergency) as required by Contractor, in its obligation to prevent threatened damages, injury or loss in emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, identify the owner of such underground facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such time, Contractor shall be responsible for the safety and protection of such underground facility.

If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract times, or both, to the extent that they are attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated.

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 OWNER

The Owner 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 Owner'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 it in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work and grounds occupied by it shall be left in a neat and presentable condition.

## ARTICLE 5 QUALITY OF THE WORK

### 5-1 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner'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 the Owner's Representative's 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 Owner'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, it 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 Owner's Representative in writing of its estimate of the changes in the Contract amount and time for completion it 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 Owner 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 Owner's Representative shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and its 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 Owner'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 Owner'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. Before undertaking each part of the work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner's Representatives any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any work affected thereby. The Owner's Representative's decision thereon shall be final.

#### 5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the Owner'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 Owner'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 Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Owner'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 it 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 its own risk and it 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, it shall promptly notify the Owner'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, it shall promptly notify the Owner's Representative in writing of such conflict. The Owner'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 its discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, or conflict will be at its own risk and it 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 that is indicated in and required by the construction documents.

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 Owner'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 Owner'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 Owner'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 its approval, and submit for review by the Owner's Representative Shop Drawings as called for in the Special Provisions and Standard Specifications or requested by the Owner's Representative. Drawings shall be submitted in sextuplet to the Owner'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, such Shop Drawings shall not reproduce the registration stamp or company logo of the Engineer. 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 Owner's Representative will return two of the copies of the drawings to the Contractor with any comments noted thereon. If so noted by the Owner'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 Owner's Representative on previous submittals.

The review by the Owner's Representative is only for 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 Owner'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, it shall not proceed with the changes in the work so called for and shall promptly notify the Owner's Representative in writing of its estimate of the changes in the Contract amount and time for completion it 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 Owner 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 Owner'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 Owner'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 Owner, 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 Owner's Representative.

## 5-12 OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE

The Owner'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, it shall give timely notice to the Owner's Representative so that the Owner's Representative may, if the Owner's Representative 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 Owner's Representative will be subject to rejection.

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

The observation, if any, by the Owner's Representative of the work shall not relieve the Contractor of any of its 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 Owner'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 the Contractor 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 Owner'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 Owner's Representative made under the provisions of this article, the Owner'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 Owner, except for any portion of the work that is utilized or placed into service by the Owner in accordance with the provisions of Article 6-6. 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 Article 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 Owner, 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 Owner 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 Owner 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 Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Owner or to prevent interruption of operation of the Owner, the Owner will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner 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 Owner 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 Owner 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 its sureties or insurers under the indemnity or insurance provisions of these General Provisions.

## ARTICLE 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 Owner for the acts and omissions of its subcontractor and of the persons either directly or indirectly employed by its subcontractor as it is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner. The Contractor shall cause every subcontractor to be bound by the terms of the Contract Documents.

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 Owner. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract, nor will the Owner consent to any assignment of a part of the work under the Contract.

Upon obtaining a prior written consent of the Owner, the Contractor may assign moneys due or to become due it 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 Owner 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 Owner 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 Owner may withhold funds due until all work required by the Contract Documents is completed to the Owner'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 Owner'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. 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 Owner 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 Article 6-5 on EXTENSION OF TIME.

Failure of the Owner 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 Owner'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 Owner to terminate.

In accordance with Government Code 53069.85, Contractor agrees to forfeit and pay Owner 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 Article 6-5 on 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 Owner, or acts of another contractor in the performance of a contract with the Owner, 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 Owner 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 its 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 Owner 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 Owner's Representative. The Owner will not be liable for, and in making this determination the Owner's Representative will exclude, all damages which the Owner's Representative 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 Owner or other written form executed by the Owner.

Requests for an extension of time must be delivered to the Owner'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, it shall supply daily written reports to the Owner'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 it otherwise would have performed.

The Owner'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 Owner'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 Article 6-4 on TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY, the Owner 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 Owner 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 Owner 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 Owner, 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 Owner be deemed completion and acceptance, and such action shall not relieve the Contractor, its sureties, or insurers of the provisions of Articles 5-14, 7-12, and 8.

## ARTICLE 7 LEGAL RELATIONS AND RESPONSIBILITIES

### 7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep itself 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, the Contractor shall forthwith report the same to the Owner's Representative in writing and cease operations on that part of the work until the Owner's Representative has given the Contractor appropriate instructions as provided for in Article 5-7 on ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR.

The Contractor shall at all times observe and comply with and shall cause all its agents, employees, subcontractors, and suppliers to observe and comply with all laws, ordinances, regulations, orders, and decrees, and shall, to the fullest extent allowed by law, hold harmless, indemnify, and defend the Owner, the Engineer, the Owner'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, its 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, to the fullest extent allowed by law, hold harmless, indemnify, and defend the Owner, the Engineer, the Owner'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 its operations as to offer the least possible obstruction and inconvenience to the public, and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights and safety 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 negligence of the Owner, the Engineer, the Owner'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 final acceptance of the work by Owner, the Contractor shall have the responsible charge and care of the work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the Owner) 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 final acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at its 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 its 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 its 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 its 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 Owner 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 its 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 Owner, 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 Owner 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, damage to a subsurface installation requiring immediate repair, or sabotage (Government Code Section 4216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines (Government Code Section 4216).

#### 7-9 EXCAVATION

##### 7-9.1 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 Owner 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 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 Owner or the Engineer 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.

The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the Owner for acceptance in advance of excavation will not be accepted by the Owner if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the Owner or the Engineer 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.

#### 7-9.2 EXCAVATIONS BELOW 4 FEET

If any work required by this Contract includes digging trenches or other excavations that extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner 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 its responsibility to carefully examine the Contract Documents and the site where the work is to be performed in accordance with Article 2-8 of the General Provisions; to familiarize itself 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 its bid price; and to correlate the results of all such data with the requirements of the Contract Documents.

If the Owner determines that hazardous waste exists and that conditions exist which Contractor could not discover through the investigations required by the preceding paragraph, the Owner 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 Owner 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

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damages, injury, or loss to: (1) all persons on the Site or who may be affected by the work; (2) all the work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and (3) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

The right of the Engineer or the Owner'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.

Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and final payment in accordance with Article 9-3 has been paid.

## 7-11 PERSONAL LIABILITY

No director, officer, employee, or agent of the Owner, the Engineer, the Owner'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 Owner, the Engineer, the Owner'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 only the indemnitee's sole negligence or willful misconduct.

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 article on INDEMNITY 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 article on INDEMNITY shall not extend to the liability of the Engineer, the Owner'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 Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents, to the fullest extent allowed by law 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 Owner \$25 for each worker employed in the execution of the Contract by the Contractor or any subcontractor under it 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 Owner up to \$50 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 the Contractor or by any subcontractor under it 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. Section 1776(g), places the responsibility for compliance with Section 1776 on the prime contractor.

Whenever any contractor or subcontractor performing a public works project is found by the Labor Commission to be in willful violation of Labor Code provisions, as set forth in Labor Code Section 1777.1, except 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 years 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 its obligations under the public works law and deliberately fails or refuses to comply with its provisions.

## 7-15 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 it.

The Contractor and any subcontractor under it shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 may result in the Contractor, and the business entity under which the Contractor is doing business, being denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations commencing from the date the determination of noncompliance by the Chief of the Division of Apprenticeship Standards. In addition, if the Contractor violates Section 1777.5, it may be required to forfeit as a civil penalty an amount not exceeding the sum of one hundred (\$100.00) for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7.)

## 7-16 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 it, to the Owner free from any claims, liens, encumbrances, or charges and further agrees that neither it 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 Owner. 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.

## 7-17 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 Owner. All such materials shall become the property of the Owner 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 Owner.

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.

## 7-18 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 its own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Owner in the construction of the project, to the end that the Contractor will 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 Owner'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 Owner's Representative shall be binding upon all contractors concerned and the Owner, the Engineer, the Owner'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 Owner'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 Owner, the Engineer, the Owner'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 Owner shall notify the Contractor who shall hold harmless, indemnify, and defend the Owner, the Engineer, the Owner'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, to the fullest extent allowed by law.

## 7-19 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 it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it files a petition to take advantage of any debtor's act, or if it or any of its subcontractors should violate any of the provisions of the contract, or if it 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 it should fail to make prompt payment to subcontractors or for material or labor, or if it should persistently disregard laws, ordinances, or instructions given by the Owner or Owner's Representative, the Owner may, without prejudice to any other right or remedy, serve written notice upon the Contractor and its surety of its 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 Owner 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 Owner 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 Owner 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 its surety shall be liable to the Owner for any excess cost or other damage occasioned the Owner thereby, and in such event the Owner 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 Owner elects to complete by furnishing its own employees, materials, tools, and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in Article 9-1 on 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 Owner 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 Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Contractor or surety within 30 days following the mailing of a demand for such costs by Owner 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 Owner.

#### 7-20 TERMINATION FOR GRIEVANCE

Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of the termination, including fair and reasonable sums for overhead and profit on such work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses; and
3. Reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 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 its duly authorized representative, and be served as follows:

If to the Owner, by personal delivery or by deposit in the United States mail or by fax with confirming receipt.

If to the Contractor, by personal delivery to the Contractor or to its authorized representative at the site of the project or by deposit in the United States mail or by fax with confirming receipt.

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 or by fax with confirming receipt.

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 PROVISION INTEGRITY

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. In the event that this Agreement is for any reason terminated, then its indemnity, liability, and waiver provisions shall remain in full force and effect. In the event that any such provisions shall be prohibited by law, then the subject provision shall not be void, but rather shall be interpreted as applying only to the fullest extent allowable by law.

#### 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 its 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 Owner. The Contractor shall make its own arrangements and pay all expenses for additional area required by it outside the limits of the Owner'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 Owner, Engineer, Owner'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 of 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 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 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.

All payroll records shall be certified as accurate 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 Owner, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, 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 Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Members of the general public shall not 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 does 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 Owner 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 Owner 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 Owner exceeds a total of \$375,000, this section shall not apply.

7-30 CONTROLLING LAW

This Contract is to be governed by the laws of the state of California.

7-31 HEADINGS

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Provisions.

## ARTICLE 8 CONTRACTOR'S INSURANCE

### 8-1 GENERAL

The Contractor shall not commence or continue to perform any work unless it, at its 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 also 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 Owner at the time of award of the Contract, Earthquake and Flood 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 an "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 it 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 it 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 it 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 Owner, the Engineer, the Owner'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 article on GENERAL AND AUTOMOBILE LIABILITY INSURANCE shall not be reduced or prorated by the existence of such other insurance.

8-4 BUILDERS' RISK "ALL RISK" AND  
INSTALLATION FLOATER INSURANCE

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance showing that it has obtained for the period of the Contract Builders' Risk "All Risk" completed value insurance coverage (including flood but excluding earthquake and tidal wave) upon the entire project which is the subject of the Contract and including completed work and work in progress and an Installation Floater to cover machinery and equipment of all kinds during transit, installation, and testing at the Owner's premises. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents. Such insurance shall include as additional insureds: the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, and employees, as their interest may appear.

8-5 EARTHQUAKE AND FLOOD INSURANCE

The Owner may or may not require insurance to indemnify the Owner for any damage to the work caused by earthquake or flood. Such determination will be made prior to award of the Contract.

If the Owner determines to require such insurance, the bids will be compared and the Contract awarded based on a total amount of bid which includes bid items for such insurance. If the Owner determines not to require such insurance, the bids will be compared and the Contract awarded based on a total amount of bid which is adjusted to exclude the bid items for such insurance.

If the Owner determines to require the insurance, the Contractor shall provide upon execution of the Agreement a certificate(s) of insurance showing that it has obtained for the period of the Contract completed value insurance coverage to indemnify the Owner for any damage to the work caused by earthquake or flood. At the same time, the Contractor shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents. Such insurance shall include as additional insureds: the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, and employees, as their interest may appear.

8-6 CONTRACTOR'S POLLUTION LIABILITY INSURANCE

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance showing that it has Pollution 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.

8-7 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.

## ARTICLE 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 Owner 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 Owner'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 Owner reserves the right to furnish such materials as it 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 Owner's Representative for its 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 Owner's Representative.

## 9-2 PROGRESS PAYMENTS

The Owner 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 Owner'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 Owner to the first of the month in which the estimate is made. In estimating such value, the Owner's Representative may take into consideration, along with other facts and conditions deemed by it 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 Owner 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 Article 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 Owner'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 Owner finds the work has been substantially completed according to the Contract, it 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 Owner.

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 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may retain under the above article on PROGRESS PAYMENTS, the Owner may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in Owner's 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 Owner as forfeiture due to delay or other offsets.

The Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and any payments so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner 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 Owner 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 Owner reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The Owner shall also be entitled to charge an administrative fee, as determined by Owner in its sole discretion, for substituting equivalent securities for retention amounts. The Owner'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 Owner. The Owner shall be entitled, at any time, to request the deposit of additional securities of a value designated by Owner, in Owner's sole discretion, to satisfy this requirement. If the Owner does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, Owner shall be entitled to withhold amounts due Contractor until securities of satisfactory value to Owner have been received.

#### 9-6 REQUIRED RELEASES

The Contractor shall not be entitled to any payment specified in its Contract which is undisputed until such time as the Contractor has executed a release, in the following form, releasing the Owner 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 its 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 Owner 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 Owner.

RELEASE FORM

OWNER: \_\_\_\_\_

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 \_\_\_\_\_

**CITY OF TEHACHAPI  
BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE**

**SPECIAL PROVISIONS PART I – SPECIAL CONDITIONS**

**TABLE OF CONTENTS**

<u>SECTION</u>	<u>TITLE</u>
007300	SUPPLEMENT TO GENERAL PROVISIONS (CA122007C)
012000	MEASUREMENT AND PAYMENT
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015100	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
015526	TRAFFIC REGULATION
017410	CLEANING DURING CONSTRUCTION AND FINAL CLEANING

SECTION 007300 SUPPLEMENT TO GENERAL PROVISIONS (CA122007C)

A. Definitions

Whenever the following terms occur in the contract documents, their meaning is as follows:

OWNER	City of Tehachapi 115 South Robinson Street Tehachapi, CA 93561
GOVERNING BODY	Owner's City Council
ENGINEER CONSULTANT	AECOM and its Subsidiaries 5001 E. Commercenter Dr. Suite 100 Bakersfield, CA 93309 661-325-7253
SECTIONS 007300 to 019999	The Special Provisions - Part I, Special Conditions. Modifications to general requirements of the specifications.
SECTIONS 020000 to 489999	The Special Provisions - Part II, Construction Details. Numbered section subjects are selected for indexing convenience only and do not indicate division of work among trades or subcontractors.

B. Terms

Command-type sentences used in the contract documents refer to and are directed to the Contractor.

C. Authority for the Work

The drawings, specifications, and other contract documents for the Work were approved and adopted by the Governing Body of the Owner on [REDACTED].

D. Marking and Addressing Bid Envelope

Seal the bid in an envelope addressed to the Owner and marked:

BID FOR  
CONSTRUCTION OF  
BICYCLE MASTER PLAN—PHASE I AND  
TRACT NO. 6216 PHASE I STRIPING & SIGNAGE

E. Award of Contract or Rejection of Bids

Within a period of 60 calendar days after the opening of bids, the Owner will accept or reject the bids.

F. Time for Completion and Forfeiture Due to Delay

1. Work will be substantially completed within 60 CONSECUTIVE CALENDAR DAYS, from and after the date of award of the contract.

2. As allowed by Government Code 53069.85, forfeiture for each day completion is delayed beyond the time allowed will be at the rate of \$300 per day.

G. Amount of Liability Insurance

General Liability:	Bodily Injury and Property Damage coverage shall be for not less than	
	\$2,000,000	General Aggregate.
	\$2,000,000	Products/Completed Operations Aggregate.
	\$2,000,000	Personal and Advertising Injury.
	\$1,000,000	Each Occurrence.
	<b>OR</b>	
	Bodily Injury and Property Damage coverage shall be in a Combined Single Limit of not less than	
\$2,000,000	Each Occurrence and Aggregate.	
Automobile Liability:	Bodily Injury coverage shall be for not less than	
	\$2,000,000	Each Person.
	\$2,000,000	Each Accident.
	\$2,000,000	Property Damage coverage shall be for not less than
	<b>OR</b>	
	\$2,000,000	Bodily Injury and Property Damage coverage shall be in a Combined Single Limit of not less than
Employers' Liability:	Bodily Injury coverage shall be for not less than	
	\$2,000,000	Each Accident.
	\$2,000,000	Each Disease-Policy Limit.
	\$2,000,000	Each Disease-Each Employee.

H. Other Contracts

1. The Owner has awarded the following contracts for other work at the project site:
  - a. SR2S Project at Pinon St. and Curry St.
2. Cooperate with the above contractors in constructing the facilities in the project herein.

END OF SECTION

SECTION 012000 MEASUREMENT AND PAYMENT

1.01 WORK LISTED IN THE SCHEDULE OF WORK ITEMS

- A. Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work installed.
- B. The unit prices and lump-sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in the contract documents.
- C. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

1.02 WORK NOT LISTED IN THE SCHEDULE OF WORK ITEMS

- A. The General Provisions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the Bid Form are, in general, applicable to more than one listed work item, and no separate work item is provided therefor. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the Bid Form.
- B. The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Form, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

1.03 MOBILIZATION

Payment for mobilization shall be made at the time of the first progress payment after the Contractor has purchased bonds and insurance.

1.04 DEMOBILIZATION

Payment for demobilization shall be made with the final payment estimate and shall be equal to 50% of the bid amount shown for mobilization.

END OF SECTION

SECTION 013300 SUBMITTALS

1.01 SHOP DRAWINGS

- A. Submit shop drawings in accordance with the General Provisions.
- B. The use of contract drawing reproductions for shop drawings is subject to rejection.
- C. Submit six copies of shop drawings. The Owner's Representative will keep four copies and return two copies. If the Contractor desires more than two copies, he shall transfer the Owner's Representative's comments onto additional copies at his own expense. Clearly indicate the specification section and drawing number to which each shop drawing is referenced.
- D. If the Contractor submits shop drawings of equipment by manufacturers other than those listed in the specifications, provide the following information with the submittal:
  - 1. The name and address of at least three companies or agencies that are currently using the equipment.
  - 2. The name and telephone number of at least one person at each of the above companies or agencies whom the Owner's Representative may contact.
  - 3. A description of the equipment that was installed at the above locations. The description shall be in sufficient detail to allow the Owner's Representative to compare it with the equipment that is proposed to be installed in this project.
- E. For materials originating outside of the United States for which tests are required, provide recertification and retesting by an independent domestic testing laboratory.

1.02 SUBMITTAL REQUIREMENTS

- A. Make submittals promptly in such sequence as to cause no delay in the work. Schedule submission a minimum of 30 calendar days before reviewed submittals will be needed.
- B. Submittals shall contain:
  - 1. The date of submission and the dates of any previous submissions.
  - 2. The project title and number.
  - 3. Contract identification.
  - 4. The names of:
    - a. Contractor.
    - b. Supplier.
    - c. Manufacturer.
  - 5. Identification of the product, with the specification section number.
  - 6. Field dimensions, clearly identified as such.

7. Relationship to adjacent or critical features of the work or materials.
8. Identification of deviations from contract documents.
9. Identification of revisions on resubmittals.
10. A 5-inch by 5-inch blank space for Engineer's stamps.
11. Contractor's stamp, initialed or signed, shall certify Contractor's review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal that the product meets the requirements of the work and of the contract documents.

#### 1.03 SUBMITTAL FORMAT

- A. Each submittal shall have a transmittal form. A sample transmittal form is included at the end of this section. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. Copies not collated will be rejected.
- B. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with all pertinent data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Present a sufficient level of detail for assessment of compliance with the contract documents.
- C. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially. The submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number. Resubmittals shall bear an alphanumeric system which consists of the specification section number assigned to the original submittal for that item followed by a letter of the alphabet to represent that it is a subsequent submittal of the original. For example, if Submittal 25 030500 requires a resubmittal, the first resubmittal will bear the designation "25-A" and the second resubmittal will bear the designation "25-B" and so on.
- D. Disorganized submittals that do not meet the requirements above will be returned without review.

#### 1.04 RESUBMITTALS

Resubmittal of submittals will be reviewed and returned in the same review period as for the original submittal. It is considered reasonable that the Contractor shall make a complete and acceptable submittal by the second submission of a submittal item. The Owner's Representative reserves the right to withhold monies due to the Contractor to cover additional costs of any review beyond the second submittal.

#### 1.05 CONTRACTOR'S JOBSITE DRAWINGS

Provide and maintain on the jobsite one complete set of prints of all drawings which form a part of the contract. Immediately after each portion of the work is installed, indicate all deviations from the original design shown in the drawings either by additional sketches or ink thereon. Upon completion of the job, deliver this record set to the Owner's Representative.

SHOP DRAWING SUBMITTAL NO. \_\_\_\_\_

AECOM

ATTN: \_\_\_\_\_

ATTN: \_\_\_\_\_

PROJECT

AECOM PROJECT NO.

OWNER PROJECT NO.

CONTRACTOR PROJECT NO.

ITEM NO.	COPIES	DESCRIPTION	PREVIOUS SUBMITTAL NO.	SPEC. SECTION NO.	PLAN SHEET NO.

SUBMITTED BY: \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

**SUBMITTAL RETURN (TO BE COMPLETED BY ENGINEER)**

ITEM NO.	COPIES	RESUBMIT		COMMENTS
		YES	NO	

COPY: \_\_\_\_\_  
RETURNED BY: \_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
DATE

END OF SECTION

SECTION 015100 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.01 CONSTRUCTION WATER

- A. The Contractor shall make his own arrangements for developing water sources and supply labor and equipment to collect, load, transport, and apply water as necessary for compaction of materials, concrete construction operations, dust control, and other construction use.
- B. Develop sources of water supply or obtain water from private sources. Payment for costs connected with utilization of the source shall be made by the Contractor. Water shall be clean and free from objectionable deleterious amounts of acids, alkalies, salts, or organic materials.
- C. Include the cost of construction water in the appropriate bid item to which it is appurtenant. The cost shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work necessary to develop a sufficient water supply and furnishing the necessary equipment for applying the water as described in these specifications.

1.02 ELECTRICAL POWER--CONSTRUCTION PHASE

Provide for the purchase of power or provide portable power for the construction of the project where existing outlets are not available. Provide for the extension of utility lines to the point of usage. The cost of power shall be included in the appropriate bid items to which it is appurtenant and shall include full compensation for furnishing all labor, materials, tools, and equipment required to obtain and distribute power for construction purposes.

1.03 DUST CONTROL

Perform dust control operations to prevent construction operations from producing dust in amounts harmful to persons or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. Use water or dust preventative to control dust.

1.04 FIRE DANGER

Minimize fire danger in the vicinity of and adjacent to the construction site. Provide labor and equipment to protect the surrounding private property from fire damage resulting from construction operations.

END OF SECTION

SECTION 015526      TRAFFIC REGULATION

1.01      DESCRIPTION

This section describes procedures for traffic regulation during construction in public streets and highways.

1.02      STANDARD SPECIFICATIONS

Wherever reference is made to the State Specifications and Plans, such reference shall mean the State of California, Business, Transportation, and Housing Agency, Department of Transportation 2010 edition Standard Specifications and 2010 edition Standard Plans.

1.03      SUBMITTALS

The Contractor shall submit, not less than 14 working days prior to start of construction operations, a traffic control plan, prepared, signed, and sealed by a California licensed civil engineer to the City of Tehachapi for approval. Preparation of any additional traffic control plans or detail that may be required by the City of Tehachapi during the course of the work shall be the Contractor's responsibility. No work shall begin involving or requiring alternate traffic control until a traffic control plan is approved by the City.

1.04      GENERAL

- A. Temporary traffic control plan shall conform to the California Manual of Uniform traffic Control Devices, latest edition (California MUTCD).
- B. Provide safe and continuous passage for pedestrian and vehicular traffic at all times.
- C. Control traffic at those locations indicated and in conformance with the approved traffic control plans and specifications.
- D. Furnish, construct, maintain, and remove detours, road closures, traffic signal equipment, lights, signs, barricades, fences, K-rail, flares, solar-powered flashing arrow signs, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor. After devices have been installed, maintain and keep them in good repair and working order until no longer required. Replace such devices that are lost or damaged, to such an extent as to require replacement, regardless of the cause of such loss or damage.
- E. Prior to the start of construction operations, notify the police and fire department in whose jurisdiction the project lies, giving the expected starting date, completion date, and the names and telephone numbers of two responsible persons who may be contacted at any hour in the event of a condition requiring immediate emergency service to remove, install, relocate, and maintain warning devices. In the event these persons do not promptly respond or the authority deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.
- F. Post temporary "No Parking - Tow Away" signs 48 hours prior to work in areas where parking is normally permitted. The City of Tehachapi Police Department shall be notified 48 hours prior to the posting of any temporary parking restrictions.

- G. Coordinate the relocation of public bus and school bus routes, bus stops, and trash collection services with the agencies listed on the plans in advance of construction activity.
- H. Notify each postal address at least two working days prior to restricting parking along the project route via first class United States mail of the nature and duration of the parking restriction.

#### 1.05 TRAFFIC CONTROL DEVICES AND SIGNS

- A. Traffic control devices and temporary striping shall conform to the California MUTCD. Construction signs shall conform to the latest edition of the FHA publication "Standard Highway Signs" and the State of California Sign Specification Sheets.
- B. The placement of construction signing, striping, barricades, and other traffic control devices used for handling traffic and public convenience shall conform to the California MUTCD.
- C. Signs shall be reflectorized when they are used during hours of darkness. Cones and portable delineators used for night lane closures shall have reflective sleeves. Equip barricades used in the diversion of traffic with flashers if in place during hours of darkness.
- D. During the duration of a detour, cover existing signs not in accordance with the traffic control plan. Relocate existing signs that are in force to provide visibility from all relocated traffic lanes.

#### 1.06 VEHICULAR TRAFFIC CONTROL

- A. Accomplish construction in phases by detouring traffic from its normal patterns. Restore traffic to normal patterns in each phase before proceeding to the next phase.
- B. Transition traffic lane transitions from permanent lanes to construction zone patterns in accordance with the requirements for the normal posted speed limit and as shown in the drawings.
- C. Unless otherwise shown in the drawings or allowed by the city within whose jurisdiction the work is being performed, limit construction activities to 7 a.m. to 5 p.m. Monday through Friday. Return roadways and sidewalks to unrestricted vehicle and pedestrian usage when construction is not underway.
- D. During the peak traffic volume hours of the day, from 6:00 a.m. to 8:30 a.m. and 3:30 p.m. to 7:00 p.m. on weekdays only, limit construction activities within the construction zone to those which will not impact the free movement of vehicular traffic in its detoured pattern. Construction equipment or trucks shall not use or travel adjacent to traffic lanes during these time periods. Truck operations in and out of construction and staging areas shall be controlled by flagmen at all times.

#### 1.07 PEDESTRIAN TRAFFIC CONTROL

Maintain and delineate a minimum of one 4-foot-wide pedestrian walkway along each public street at all times during construction. Maintain existing pedestrian accesses at intersections at all times. When existing crosswalks are blocked by construction activity, install signs directing pedestrian traffic to the nearest alternative crosswalk.

#### 1.08 ACCESS TO ADJACENT PROPERTIES

Maintain reasonable access from public streets to adjacent properties at all times during construction. Prior to restricting normal access from public streets to adjacent properties, notify each property owner or responsible person, informing him of the nature of the access restriction,

the approximate duration of the restriction, and the best alternate access route for that particular property.

1.09 PERMANENT TRAFFIC CONTROL DEVICES

- A. Existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless a substitute operation is arranged for and approved as a portion of vehicular traffic control above.
- B. Restriping of Streets: Permanent restriping shall be in accordance with the requirements of the agencies having jurisdiction. Place and remove temporary striping required for traffic control during construction by sandblasting. Temporary striping includes any striping required on any pavement replaced prior to the final surface course. Replace any damaged or obliterated raised pavement markers in accordance with the standards of the agency having jurisdiction.

END OF SECTION

SECTION 017410      CLEANING DURING CONSTRUCTION AND FINAL CLEANING

1.01      GENERAL

- A.      This section includes cleaning during construction and final cleaning on completion of the work.
- B.      At all times maintain areas covered by the contract and adjacent properties and public access roads free from accumulations of waste, debris, and rubbish caused by construction operations.
- C.      Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws. Do not burn or bury rubbish or waste materials on project site. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- D.      Use only cleaning materials recommended by manufacturer of surface to be cleaned.

1.02      CLEANING DURING CONSTRUCTION

- A.      During execution of work, clean site, adjacent properties, and public access roads and dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B.      Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C.      Provide containers for collection and disposal of waste materials, debris, and rubbish.
- D.      Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

1.03      FINAL CLEANING

- A.      At the completion of work and immediately prior to final inspection, clean the entire project site as follows.
- B.      Clean, sweep, wash, and polish all work and equipment including finishes.
- C.      Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces.
- D.      Repair, patch, and touch up marred surfaces to match adjacent surfaces.
- E.      Broom clean paved surfaces; rake clean landscaped areas.
- F.      Remove from the site temporary structures and materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work.

END OF SECTION

**CITY OF TEHACHAPI  
BICYCLE MASTER PLAN—PHASE I**

**TECHNICAL SPECIFICATIONS**

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SECTION   TITLE

321216	ASPHALT CONCRETE PAVING (CALIFORNIA)
321723	TRAFFIC SIGNAGE, STRIPING, AND MARKINGS

SECTION 321216 ASPHALT CONCRETE PAVING (CALIFORNIA)

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation of asphalt concrete pavement, aggregate base course, herbicide, prime coat, tack coat, seal coat, striping paint, and pavement markers.

B. Related Work Specified Elsewhere

1. Traffic Signing, Striping, and Markings (California): 321723.

C. Submittals

1. Submit six copies of a report from a testing laboratory verifying that aggregate material contains less than 1% asbestos by weight or volume and conforms to the specified gradations or characteristics.
2. Submit manufacturer's certificate of compliance or product literature for the following materials:
  - a. Aggregate: Gradation.
  - b. Asphalt for Binder: Type and grade.
  - c. Tack Coat: Type and grade of asphalt.
  - d. Seal Coat: Type and grade of asphalt.
  - e. Mixes: Conforms to job-mix formula.
  - f. Herbicide.
  - g. Paint for striping.

D. Testing for Compaction

The Owner will test for compaction as described below.

1. Determine the density of soil in place by the sand cone method, ASTM D1556 or by nuclear methods, ASTM D6938. Additional sand cones and densities will be required if the backfill material is visually variable. The minimum depth for the sand cone test hole shall be 12 inches. The minimum size shall be 8 inches, and size 16/30 or 10/20 silica sand shall be used. Compaction tests will be performed for each lift or layer.
2. Determine laboratory moisture-density relations of soils by ASTM D1557. If nuclear methods are used for in-place density determination, adjust the compaction test results for maximum dry density and optimum water content in accordance with ASTM D4718. This will be required for determination of percent relative compaction and moisture variation from optimum.
3. Determine the relative density of cohesionless soils by ASTM D4253 and D4254.

4. Sample backfill materials by ASTM D75.
5. "Relative compaction" is the ratio, expressed as a percentage, of the in-place dry density to the laboratory maximum dry density.
6. Compaction shall be deemed to comply with the specifications when no more than one test of any three consecutive tests falls below the specified relative compaction. The Contractor shall pay the costs of any retesting of work not conforming to the specifications.

E. Standard Specifications

Wherever reference is made to the Caltrans Standard Specifications such reference shall mean the State of California, Business, Transportation, and Housing Agency, Department of Transportation Standard Specifications, 2010 edition.

PART 2 - MATERIALS

A. Asphalt Concrete Paving

Asphalt concrete paving shall conform to Type B in Section 39 of the Caltrans Standard Specifications, having 1/2-inch-maximum medium grading PG 64-16 asphalt per Section 92 in the Caltrans Standard Specifications.

B. Aggregate Base Course

Aggregate base shall be Class 2 aggregate base, 3/4-inch-maximum size per Section 26 of the Caltrans Standard Specifications. Aggregate shall contain less than 1% asbestos by weight or volume.

C. Tack Coat

Tack coat shall conform with Section 94, Grade SS1h in the Caltrans Standard Specifications.

D. Asphalt

Asphalt shall be Performance Grade PG 64-16 per Section 92 in the Caltrans Standard Specifications. Asphalt content in the pavement shall be 5.5% to 6.0%.

E. Aggregate for Asphalt Concrete

Aggregate shall be Type B per Section 39-1.02E in the Caltrans Standard Specifications. Aggregate shall contain less than 1% asbestos by weight or volume.

F. Seal Coat

Seal coat shall be SS1 asphaltic emulsion per Section 94 of the Caltrans Standard Specifications.

G. Wood Headers

Size of wood headers shall be 2 inches by the depth of the asphalt concrete paving; minimum size shall be 2 inches by 4 inches. Wood shall be Douglas fir No. 1. Wood shall comply with Section 57 of the Caltrans Standard Specifications.

H. Herbicide or Weed Killer

Use Gallery (Isoxaben) or Surflan (Oryzalin) by Dow AgroSciences, Pre-M (Pendimethalin) by American Cyanamid Co., or equal.

I. Paint for Striping and Marking

See Section 321723.

PART 3 - EXECUTION

A. Installation

Producing, hauling, placing, compacting, and finishing of asphalt concrete shall conform to Section 39 of the Caltrans Standard Specifications. Apply seal coat to all paving except open asphalt concrete.

B. Connections with Existing Pavement

Where new paving joins existing paving, chip the existing surfaces 12 inches back from the joint line so that there will be sufficient depth to provide a minimum of 1 inch of asphalt concrete. Dispose of waste material offsite. Tack chipped areas prior to placing the asphalt concrete. Meet lines shall be straight and the edges vertical. Paint the edges of meet line cuts with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, seal the meet line by painting with a liquid asphalt or emulsified asphalt and then immediately cover with clean, dry sand.

C. Preparation of Subgrade

1. Excavate and shape subgrade to line, grade, and cross section shown in the drawings. The subgrade shall be considered to extend over the full width of the base course.
2. Scarify and cultivate the top 6 inches of subgrade when the subgrade consists of dry soils which are impervious to the penetration of water, soils which contain excessive amounts of moisture which may result in unstable foundations, soils which are nonuniform in character which may result in nonuniform relative compactions and subsequent differential settlements of finished surfaces, or when pavement is to be placed directly on the roadbed material.
3. After rough grading has been completed, when scarifying and cultivating are required, loosen the roadbed to a depth of at least 6 inches. Work the loosened material to a finely divided condition and remove rocks larger than 2 inches in diameter. Bring the moisture content to optimum by the addition of water, by the addition and blending of dry material, or by the drying of existing material. Compact the material to the specified relative compaction.
4. Uniform pervious soils that allow the immediate penetration of water or uniform impervious soils which will allow the penetration of water to a depth of at least 6 inches after the addition of a suitable wetting agent will not require scarifying and cultivating. When scarifying and cultivating are not required, bring the moisture content of the top 6 inches of the subgrade material to optimum by the addition of water at the surface, and compact the material to the specified relative compaction.
5. Remove soft material disclosed by the subgrade preparation, replace with or aggregate base course material, and recompact.

6. Compact the top 6 inches of subgrade to 95% relative compaction.
7. The finished subgrade shall be within a tolerance of  $\pm 0.08$  of a foot of the grade and cross-section shown and shall be smooth and free from irregularities and at the specified relative compaction.

D. Installing Wood Headers

Provide wood header at edges of paving except where paving is adjacent to concrete slabs, gutters, walks, existing paving, or structures.

E. Placing Aggregate Base Course

Place aggregate base course to a minimum thickness of 8 inches, unless shown otherwise in the drawings. Compact to 95% relative compaction. Install in accordance with Section 26 of the Caltrans Standard Specifications.

F. Compaction of Aggregate Base and Leveling Courses

Compaction and rolling shall begin at the outer edges of the surfacing and continue toward the center. Apply water uniformly throughout the material to provide moisture for obtaining the specified compaction. Compact each layer to the specified relative compaction before placing the next layer.

G. Applying Herbicide or Weed Killer

Apply weed killer or herbicide on base prior to placing pavement. Apply herbicide along with water at the rate recommended by the manufacturer to control daisy brome grass, puncture vine, and plaintain. Apply from outside of curb to opposite outside of curb and for the full width of roadways and parking areas.

H. Placing Tack Coat

Apply tack coat on surfaces to receive finish pavement per Section 39-1.09C in the Caltrans Standard Specifications. Apply tack coat to metal or concrete surfaces that will be in contact with the asphalt concrete paving.

I. Placing Asphalt Paving

Place asphalt paving to a minimum thickness of 4 inches unless otherwise shown in the drawings. Install in accordance with Section 39-3.03 in the Caltrans Standard Specifications.

J. Compaction of Asphalt Concrete Paving

Compact until roller marks are eliminated and a density of 92% minimum to 98% maximum has been attained per ASTM D2041.

K. Applying Seal Coat

Apply SS1 asphaltic emulsion per Section 94 of the Caltrans Standard Specifications.

L. Applying Paint Striping and Marking

See Section 321723.

END OF SECTION

SECTION 321723 TRAFFIC SIGNING, STRIPING, AND MARKINGS

PART 1 - GENERAL

A. Description

This section includes installation of traffic signs, markers, posts, pavement striping, pavement markings.

B. Standard Specifications

1. Wherever reference is made to the State Specifications, such reference shall mean the State of California, Business, Transportation, and Housing Agency, Department of Transportation Standard Specifications, 2010 edition and Standard Plans, 2010 edition.
2. Conform to the City of Tehachapi Standard Plans, and the referenced Caltrans' Standard Plans and Specifications.

PART 2 - MATERIALS

A. Signs and Roadside Markers

1. Conform to Section 56 of the Caltrans' Standard Specifications and the Caltrans' Standard Plans.
2. Signs or material shall conform in size and design to the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) and the Caltrans' Supplement thereto as to color, shape, and style of letters or symbols.
3. Material:
  - a. Metal: Base metal shall be sheet aluminum, 0.080 inch thick, Alloy 6061-T6 or 5052-H38 in conformance with ASTM B209.
  - b. Reflective Sheeting: Reflective sheeting, whether used as legend or background, shall be FHWA FP-85 Type IIA (Super Engineering Grade).

B. Striping and Pavement Marking

1. Traffic stripes and pavement markings, including legends, shall be thin-mil thermoplastic (sprayable) paint.
2. Striping and raised pavement markers shall comply with Caltrans' Standard Plans A20A, A20B, A20C, and A20D.
3. Pavement markings shall comply with Caltrans' Standard Plans A24A, A24B, A24C, A24D, and A24E.

C. Paint

Paint shall be fast or rapid-dry type solvent as manufactured by TMT Pathway, Pervo, Bauer Paint Company, or equal and shall meet requirements of the Eastern Kern Air Pollution Control District. Apply the paint at the rate recommended by the paint manufacturer.

D. Thin-Mil Thermoplastic (Sprayable)

1. Thin-mil thermoplastic traffic stripes and pavement markings shall conform to Sections 84-1 and 84-2 of the State Specifications.
2. Pre-mix glass beads within the thermoplastic material and apply immediately after spraying. The State Specification number for glass beads in Section 84-2.02 of the State Specifications is amended to read "8010-21C-22 (Type II)."
3. Thermoplastic material shall conform to the requirements of State Specification PTH-02SPRAY.

E. Graffiti Proofing

The reflective material and screening inks or overlay film shall be graffiti-proof. The method for graffiti proofing shall be F-cal by Nikkalite or equal. Neither the color nor the reflective intensity of the finished sign shall be significantly diminished by the use of graffiti remover.

F. Signposts

1. Signpost shall be steel pipe. Post height shall be as needed for the minimum clearance beneath the sign as specified in Caltrans' Standard Plan RS1.
2. Fasten signs to posts per Caltrans' Standard Plans RS2, RS3, and RS4.

PART 3 - EXECUTION

A. Installation of Signs

1. Install new and relocate existing signs as noted in the drawings; protect-in-place existing signs, posts, and parking meters which are not to be removed; and replace any of these which are damaged during construction.
2. Signs installed in parkways, sidewalks, or pedestrian areas shall have a minimum of 7 feet of clearance from the bottom of the sign to the finished surface except when sign is installed on raised median island.

B. Application of Reflective Sheeting

Apply reflective sheeting to the sign per the sheeting manufacturer's recommendations to produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and the aluminum backing.

C. Splicing (Reflective Coating)

No splice will be allowed other than that which occurs in the manufactured roll of reflective sheeting on panels with a minor dimension of 48 inches or less. On rectangular signs, the splice shall be horizontal. No finished sign shall have more than one splice, and no splice shall fall within

2 inches of the sign edge. When splices do occur, the adjoining reflective sheets shall be color matched under both incident and reflective light.

D. Delivery of Signs

Signs shall be in a new condition with no scratches or tears in the reflective sheeting.

E. Installation of Thin-Mil Thermoplastic (Sprayable)

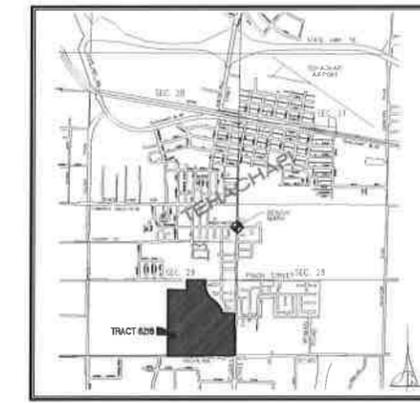
1. Apply thin-mil thermoplastic material for traffic stripes by spray method in single uniform layer at the minimum thickness of 30 mils and not to exceed 45 mils.
2. Apply thin-mil thermoplastic material to the pavement at a temperature between 350°F and 400°F, unless the manufacturer recommends a different temperature.

END OF SECTION

# Appendix A

# STRIPING AND SIGNAGE PLANS PHASE I

FOR  
TRACT 6216  
IN  
CITY OF TEHACHAPI, CALIFORNIA



### STRIPING NOTES

- (A) PER CALTRANS STD. A20A, DET. 1
- (B) PER CALTRANS STD. A20D, DET. 39
- (D) PER CALTRANS STD. A24F "BASIC"
- (E) PAINT "STOP" PER CALTRANS STD. A24D
- (F) INSTALL STOP SIGN PER CTSOS 5.13

### QUANTITIES

	ALDER AVE.	CLASICO DR.	PINON ST.
(A)	= 3662 L.F.	= 2264 L.F.	= 1673 L.F.
(D)	= 1966 L.F.	= 1032 L.F.	= 279 L.F.
(E)	= 5 "STOP"	= 5 "STOP"	= 2 "STOP"
(F)	= 9 SIGNS	= 5 SIGNS	= 2 SIGNS

### SHEET INDEX:

- SHEET 1 COVER SHEET
- SHEET 2 SOUTH ALDER AVENUE
- SHEET 3 SOUTH ALDER AVENUE
- SHEET 4 ALDER AVENUE
- SHEET 5 CLASICO DRIVE
- SHEET 6 CLASICO DRIVE
- SHEET 7 PINON STREET

### STATIONING

ALL STATION CALLOUTS ARE CENTER LINE STATIONS UNLESS OTHERWISE NOTED ON PLANS.



### LEGEND:

- C.T.I.S. - CITY OF TEHACHAPI IMPROVEMENT STANDARDS
- FL - FLOW LINE
- SDMH - STORMDRAIN MANHOLE
- CB - CATCH BASIN (PER C.T.I.S.)
- BC - BEGIN CURVE
- EC - END CURVE
- PRC - POINT OF REVERSE CURVE
- BCR - BEGIN CURB RETURN
- ECR - END CURB RETURN
- CL - CENTERLINE
- V.C. - VERTICAL CURVE
- BVCS - BEGIN VERTICAL CURVE
- PVI - POINT OF VERTICAL INTERSECTION
- POVC - POINT ON VERTICAL CURVE
- EVCS - END VERTICAL CURVE
- PRVC - POINT OF REVERSE VERTICAL CURVE
- G.B. - GRADE BREAK
- F80.28 - FLOWLINE ELEVATION
- DF80.28 - DEPRESSIONED FLOWLINE ELEVATION
- P85.55 - TOP OF PAVEMENT ELEVATION
- 35' L. - DISTANCE LEFT OF CENTERLINE OF ROAD
- 35' R. - DISTANCE RIGHT OF CENTERLINE OF ROAD
- - - - - DIRECTION OF DRAINAGE
- ⊙ - EXISTING POWER POLE
- ⊙ - EXISTING SEWER MANHOLE
- ⊙ - EXISTING CONTOUR
- ⊙ - SET SURVEY MONUMENT PER C.T.I.S. DETAIL NO. R-7.
- ⊙ - STREET LIGHT
- ⊙ - STORM DRAIN MANHOLE (SEE STREET IMPROVEMENT PLANS)
- ⊙ - FIRE HYDRANT LOCATION
- ⊙ - EXTEND PAVEMENT 5' BEYOND END OF CURB, GUTTER AND SIDEWALK

### APPROVED BY:

JOHN (JAY) H. SCHLOSSER R.C.E. 65403 (EXP. 9-30-05) DATE  
CITY ENGINEER

### ENGINEER'S STATEMENT:

THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH CITY OF TEHACHAPI ORDINANCES, STANDARDS AND INCLUDE ALL IMPROVEMENT REQUIREMENTS OF THE ADVISORY AGENCY OR OTHER REVIEW BOARD.

ANY ERRORS, OMISSIONS OR DEVIATIONS FROM THOSE ORDINANCES OR STANDARDS ENCOUNTERED DURING CONSTRUCTION SHALL BE CORRECTED AND SUCH CORRECTIONS REFLECTED ON THE PLANS AND SUBMITTED TO THE CITY ENGINEER.

DERRILL G. WHITTEN R.C.E. 51930 DATE

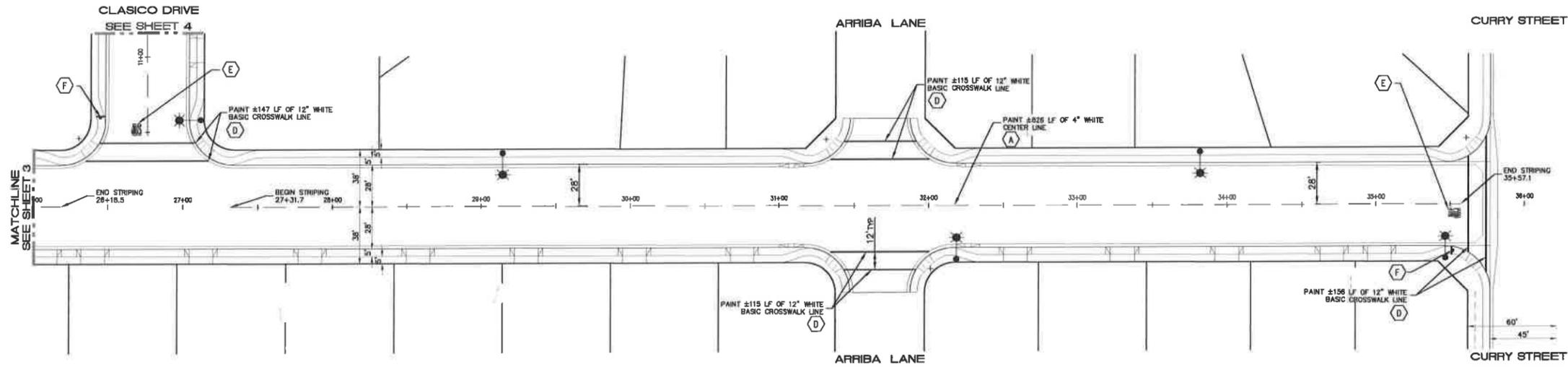


<p>DESIGNER: <b>GMG</b></p> <p>CHECKED BY: <b>DGW</b></p> <p>DATE: <b>7/17/13</b></p> <p>DRAFTER: <b>GMG</b></p> <p>SCALE: <b>AS SHOWN</b></p> <p>COMP. NO.: <b>201313PHCOVER_SHT</b></p> <p>JOB NO.: <b>396-02-00</b></p> <p>SHEET <b>1</b> OF <b>7</b></p>	<p>REVISION:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>NO.</td><td>DATE</td><td>REVISION</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> <p style="text-align: center;">   <b>DERRILL G. WHITTEN, INC.</b>              777 PEBB WAY              OCEANSIDE, CA 92054              TEL: (760) 722-3400              FAX: (760) 722-3400              www.cornerstoneeng.com         </p> <p style="text-align: center;">   <b>TEHACHAPI VENTURES</b>              3536 CONCOURSE STREET              ONTARIO, CA 91764         </p> <p style="text-align: center;">             DEVELOPMENT BY:  <b>TEHACHAPI VENTURES</b>              3536 CONCOURSE STREET              ONTARIO, CA 91764         </p> <p style="text-align: center;"> <b>TRACT NO. 6216</b>  <b>PHASE I</b>  <b>STRIPING AND SIGNAGE PLANS</b> </p>	NO.	DATE	REVISION									
NO.	DATE	REVISION											

UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

**BENCH MARK:**  
CHISELED CIRCLE AT THE HALF DELTA OF THE SOUTHWEST CURB RETURN AT THE INTERSECTION OF CURRY STREET AND BRENTWOOD DRIVE. ELEVATION = 4032.31  
SUBTRACT 4.693 FROM THE ELEVATION SHOWN HEREON TO CONVERT TO CITY DATUM OF 4027.617 FOR CITY OF TEHACHAPI BENCHMARK NO. 29. ADD 4000' TO ALL GRADES, SHOWN HEREON.



**STRIPING NOTES**

- (A) PER CALTRANS STD. A20A, DET. 1
- (B) PER CALTRANS STD. A20D, DET. 39
- (D) PER CALTRANS STD. A24F "BASIC"
- (E) PAINT "STOP" PER CALTRANS STD. A24D
- (F) INSTALL STOP SIGN PER CTSOS 5.13
- (G) PAINT TYPE I 10'-0" ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. A24A AND A24C RESPECTIVELY

**LEGEND**

- - STREET LIGHT
- + - STREET SIGN LOCATION
- - SURVEY MONUMENT

**SOUTH ALDER AVENUE**

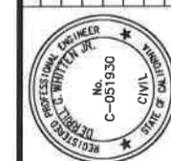
HORIZONTAL 1 inch = 40 ft.



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NO.	DATE	REVISION



**CORNERSTONE ENGINEERING, INC.**  
 717 PER NEW WAY  
 DUNESIDE, CA 92024  
 FAX: (760) 722-3460

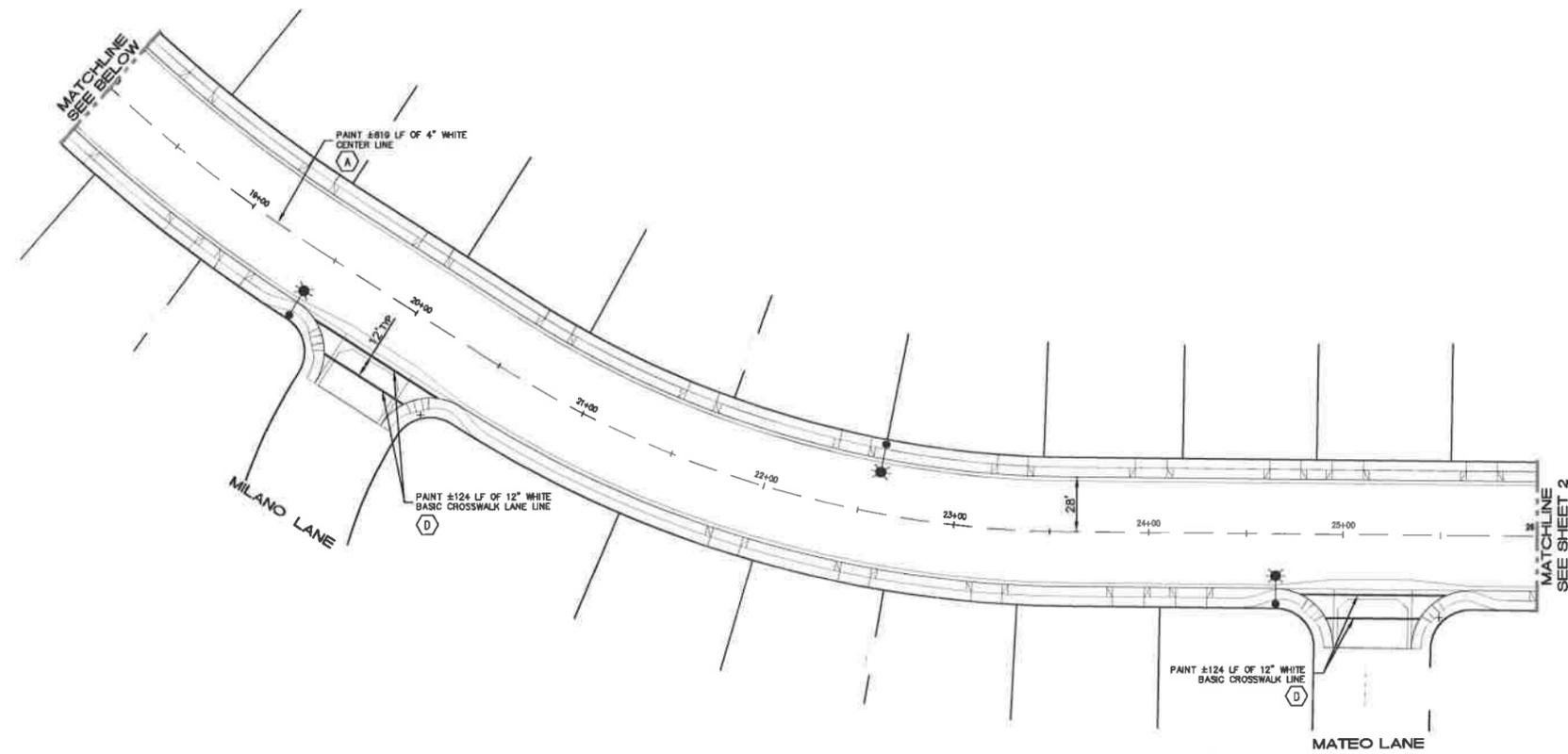


CONSULTING CIVIL ENGINEERING AND LAND SURVEYING  
 www.cornerstoneeng.com

DEVELOPMENT BY:  
**TEHACHAPLET VENTURES LLC**  
 3536 CONCOURSE STREET  
 ONTARIO, CALIF. 91764

TRACT NO. 6216  
 PHASE 1  
**STRIPING AND SIGNAGE PLANS**

DESIGNER:	GMC
CHECKED BY:	DGW
DATE:	7/17/13
DRAFTER:	GMC
SCALE:	AS SHOWN
COMP. NO:	201327PHALDER_STRIPING
JOB NO.:	396-02-00
SHEET	SHEET
	2
	OF 7

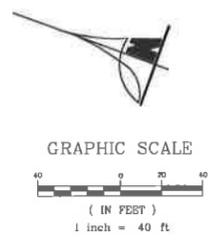
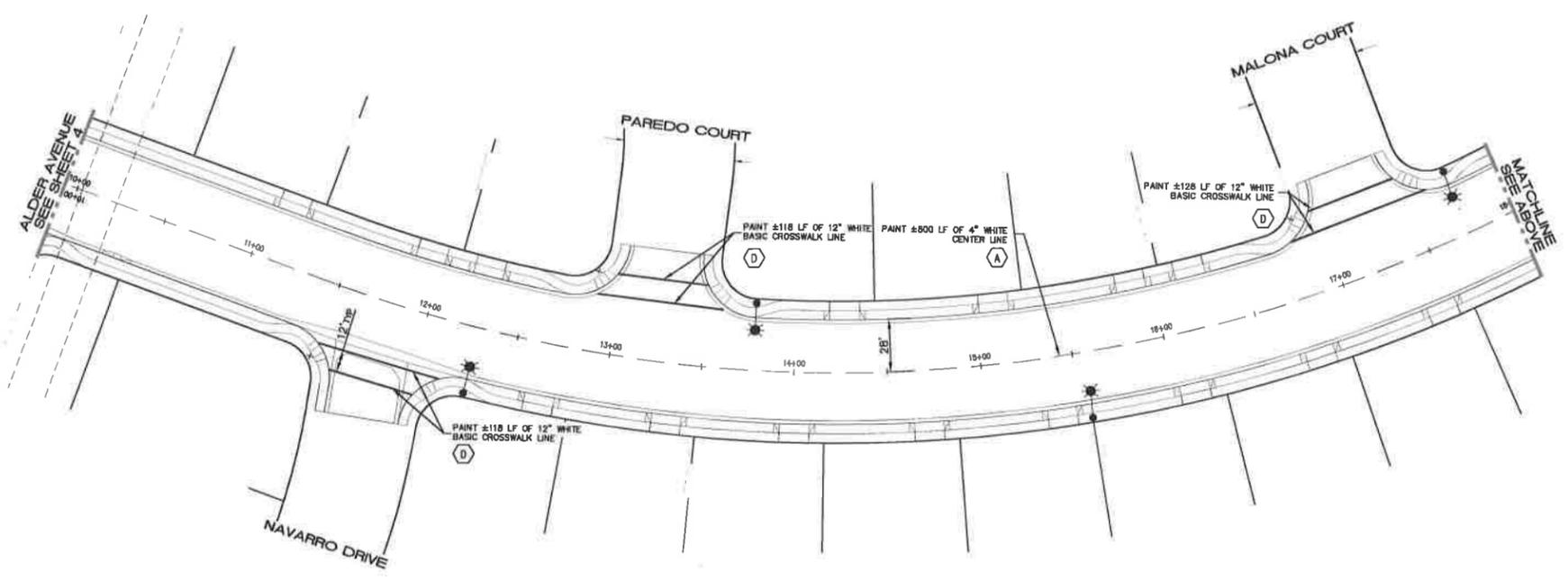
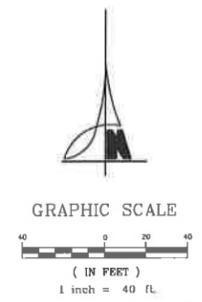


### SOUTH ALDER AVENUE

HORIZONTAL 1 inch = 40 ft

- STRIPING NOTES**
- (A) PER CALTRANS STD. A20A, DET. 1
  - (B) PER CALTRANS STD. A200, DET. 39
  - (D) PER CALTRANS STD. A24F "BASIC"
  - (E) PAINT "STOP" PER CALTRANS STD. A240
  - (F) INSTALL STOP SIGN PER CTSOS 5.13
  - (G) PAINT TYPE 1 10'-0" ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. A24A AND A24C RESPECTIVELY

- LEGEND**
- - STREET LIGHT
  - + - STREET SIGN LOCATION
  - - SET SURVEY MONUMENT



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BY:	
REVISION:	
NO.	DATE:



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CONSULTING CIVIL ENGINEERING AND LAND SURVEYING

DEVELOPMENT BY:  
**TEHACHAPET VENTURES LLC**  
 3536 CONCOURSE STREET  
 ONTARIO, CALIF. 91764

TRACT NO. 6216  
 PHASE 1  
**STRIPING AND SIGNAGE PLANS**

DESIGNER:	GMG
CHECKED BY:	DGW
DATE:	7/17/13
DRAFTER:	GMG
SCALE:	AS SHOWN
COMP. NO.:	251313/ALDER_STRIPING
JOB NO.:	396-02-00
SHEET	SHEET
	3
	OF 7

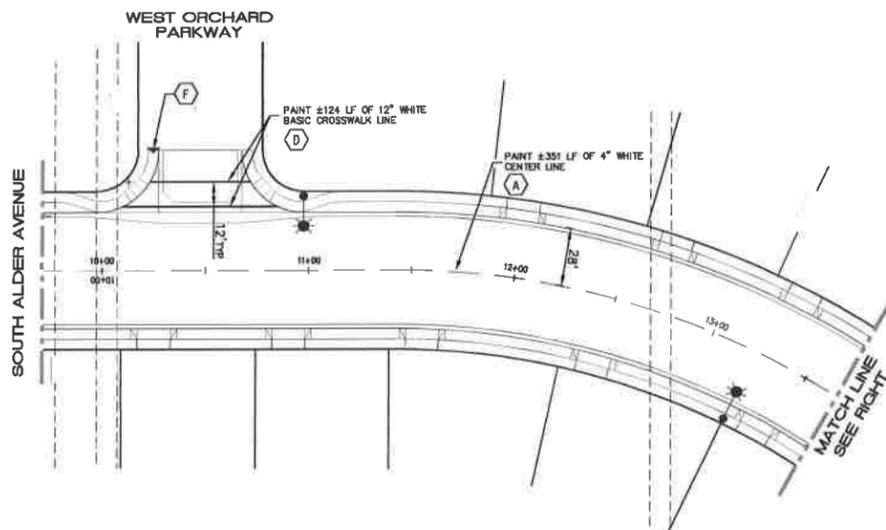
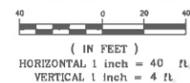
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- (F) INSTALL STOP SIGN PER CTSDS 5.13
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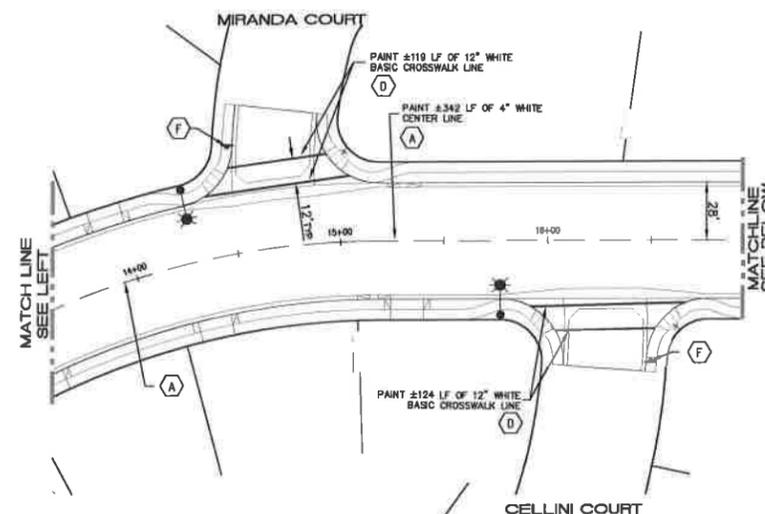
**LEGEND**

- - STREET LIGHT
- + - STREET SIGN LOCATION
- - SET SURVEY MONUMENT

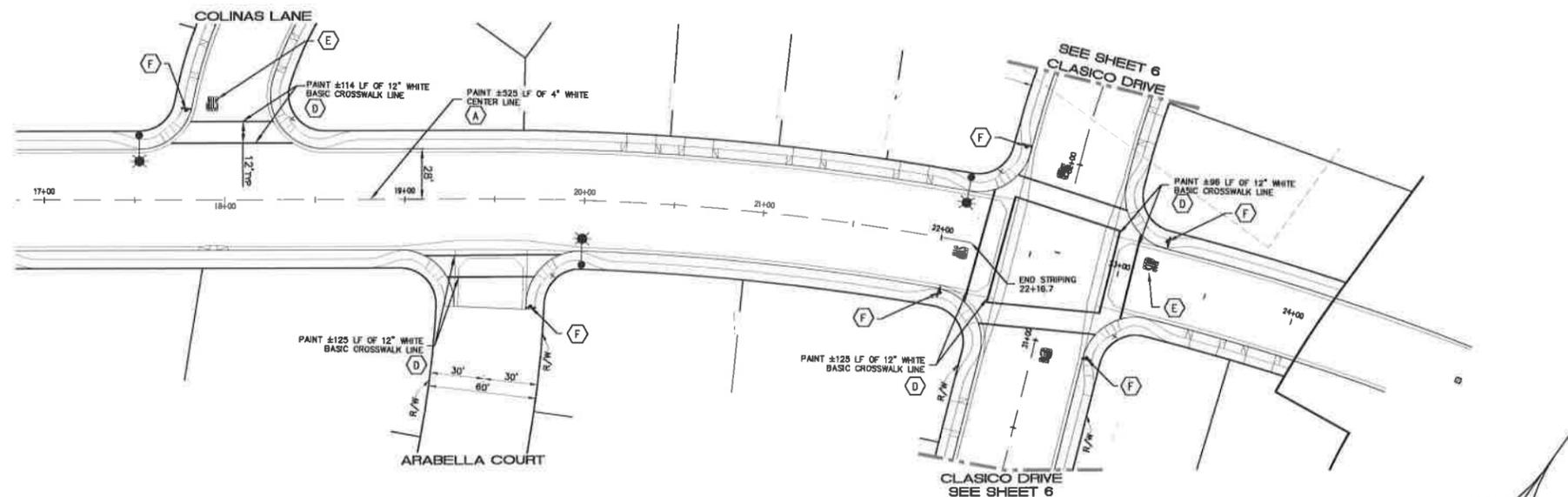
**GRAPHIC SCALE**



**GRAPHIC SCALE**



**GRAPHIC SCALE**



**GRAPHIC SCALE**



**ALDER AVENUE**

HORIZONTAL 1 inch = 40 ft.

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BY:	
REVISION:	
NO. DATE:	



**CORNERSTONE ENGINEERING, INC.**  
 777 PER NEW WAY  
 OCEANVIEW, CA 92654  
 TEL: (949) 332-3450  
 FAX: (949) 332-3450  
 www.cornerstoneeng.com

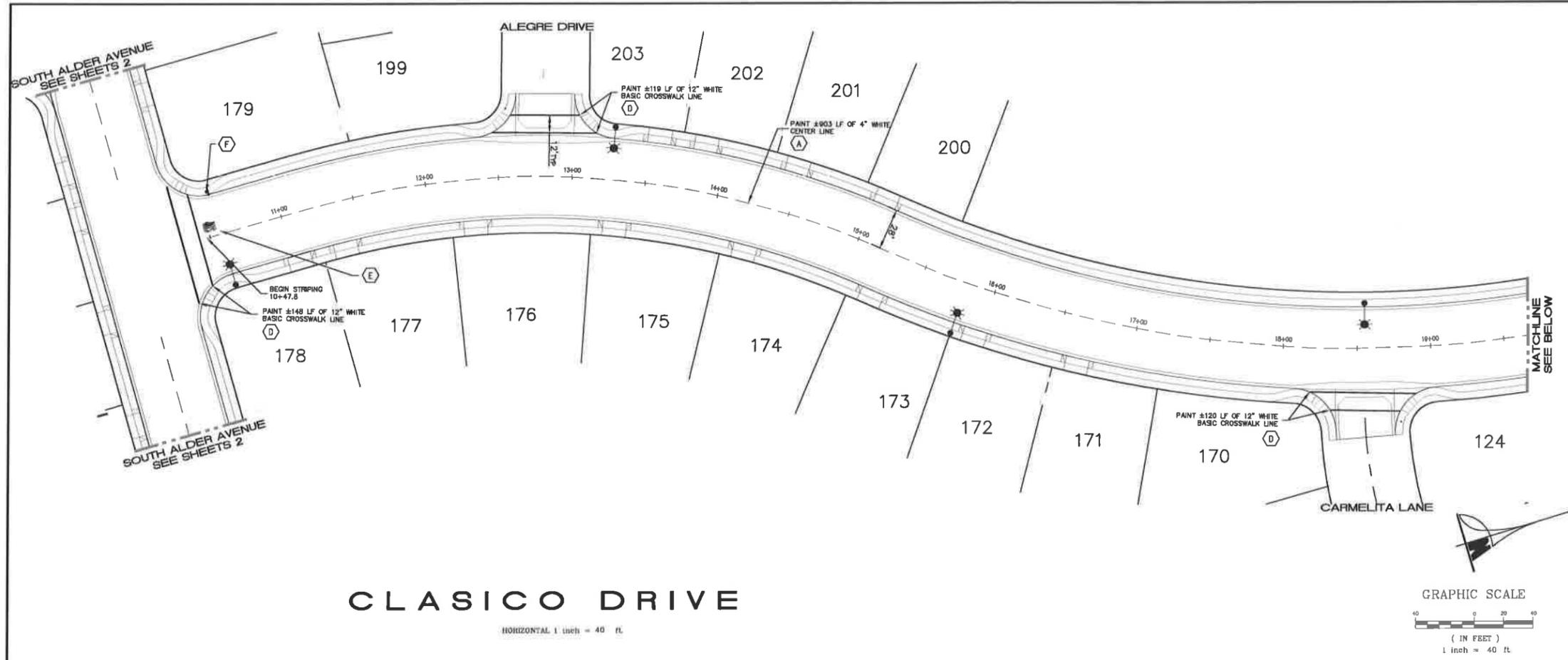


CONSULTING CIVIL ENGINEERING AND LAND SURVEYING

DEVELOPMENT BY:  
**TEHACHAPLET VENTURES LLC**  
 3536 CONCOURSE STREET  
 ONTARIO, CALIF. 91764

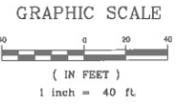
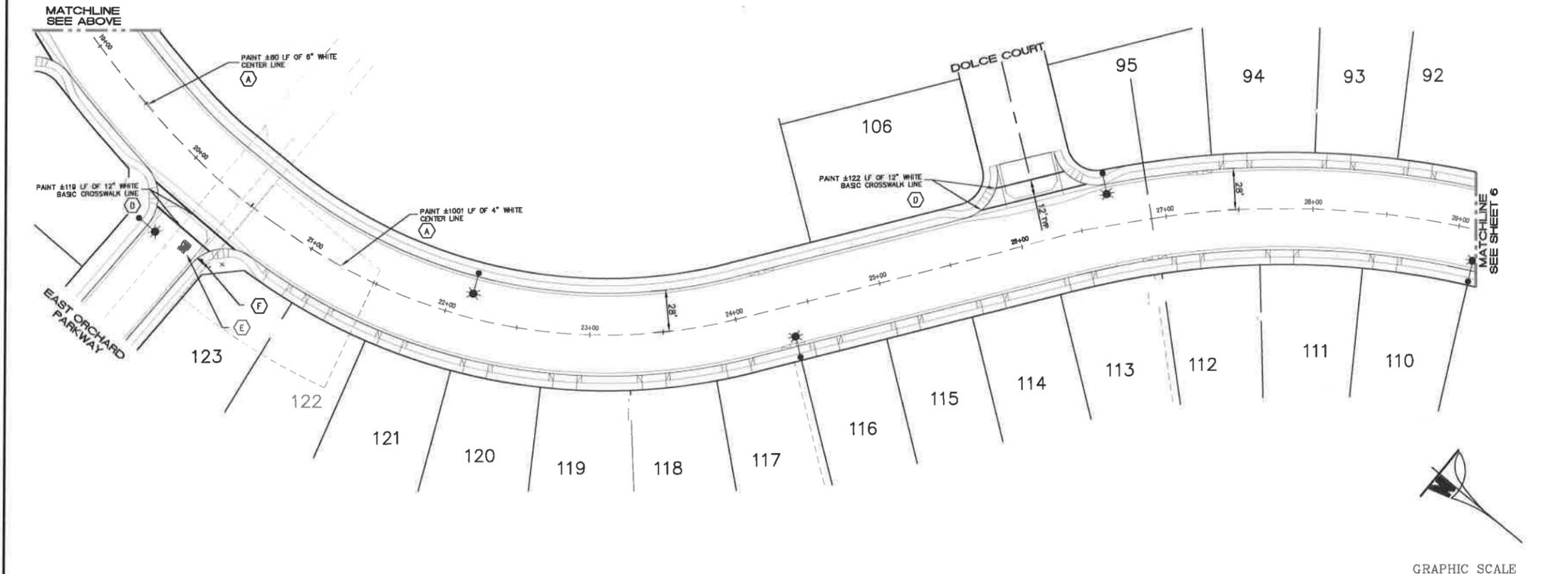
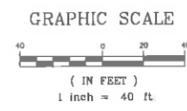
TRACT NO. 6216  
 PHASE 1  
**STRIPING AND SIGNAGE PLANS**

DESIGNER:	CMG
CHECKED BY:	DCW
DATE:	7/17/13
DRAFTER:	CMG
SCALE:	AS SHOWN
COMP. NO.:	2013PH1ALDER_STRIPING
JOB NO.:	396-02-00
SHEET	SHEET
	4
	OF 7



**CLASICO DRIVE**

HORIZONTAL 1 inch = 40 ft.



**STRIPING NOTES**

- (A) PER CALTRANS STD. A20A, DET. 1
- (B) PER CALTRANS STD. A20C, DET. 39
- (D) PER CALTRANS STD. A24F
- (E) PAINT "STOP" PER CALTRANS STD. A24D "BASIC"
- (F) INSTALL STOP SIGN PER CTSDS 5.13

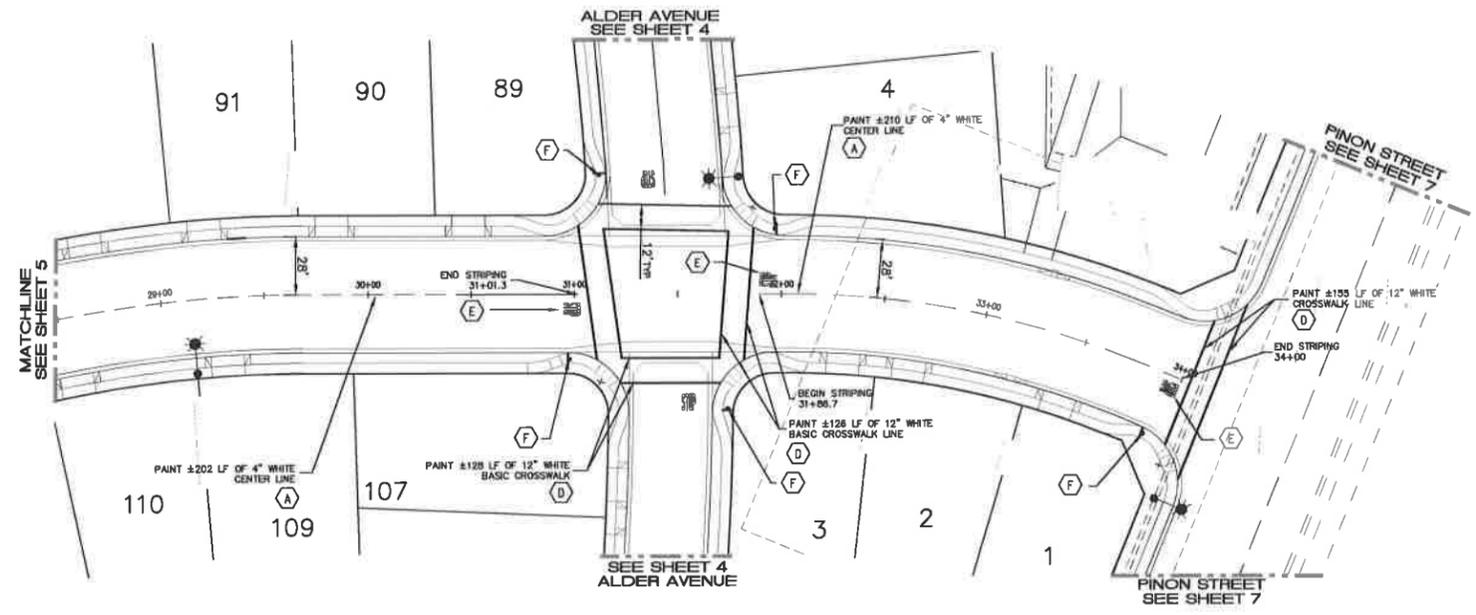
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BY:					
REVISION:					
NO. DATE:					
<p><b>CORNERSTONE ENGINEERING, INC.</b>          717 PER NEW WAY          OCEANSIDE, CA 92054          TEL: (949) 332-7228          FAX: (949) 332-7486          www.cornerstoneeng.com</p>					
<p>CONSULTING CIVIL ENGINEERING AND LAND SURVEYING</p>					
<p>DEVELOPMENT BY:</p> <p><b>TEHACHAPI-ET VENTURES</b>          3536 CONOURSE STREET          ONTARIO, CA. 91764</p>					
<p><b>TRACT NO. 6216</b>  <b>PHASE 1</b>  <b>STRIPING AND SIGNAGE PLANS</b></p>					
DESIGNER:	GMC				
CHECKED BY:	DGW				
DATE:	7/17/13				
DRAFTER:	GMC				
SCALE:	AS SHOWN				
COMP. NO.:	2013TR01(1)CLASICO_STRIPING				
JOB NO.:	396-02-00				
SHEET:	SHEET:	5			
		OF 7			

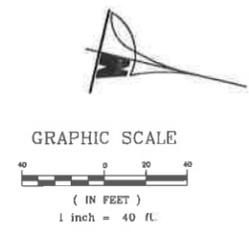
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- (B) PER CALTRANS STD. A20D, DET. 39
- (D) PER CALTRANS STD. A24F "BASIC"
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BY:	
REVISION:	
NO. DATE:	



**CORNERSTONE ENGINEERING, INC.**  
 717 PER MER WAY  
 OCEANSIDE, CA 92054  
 FAX: (760) 722-3480  
 www.cornerstoneeng.com



CONSULTING CIVIL ENGINEERING AND LAND SURVEYING

DEVELOPMENT BY:  
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 3536 CONCOURSE STREET  
 ONTARIO, CA 91764

TRACT NO. 6216  
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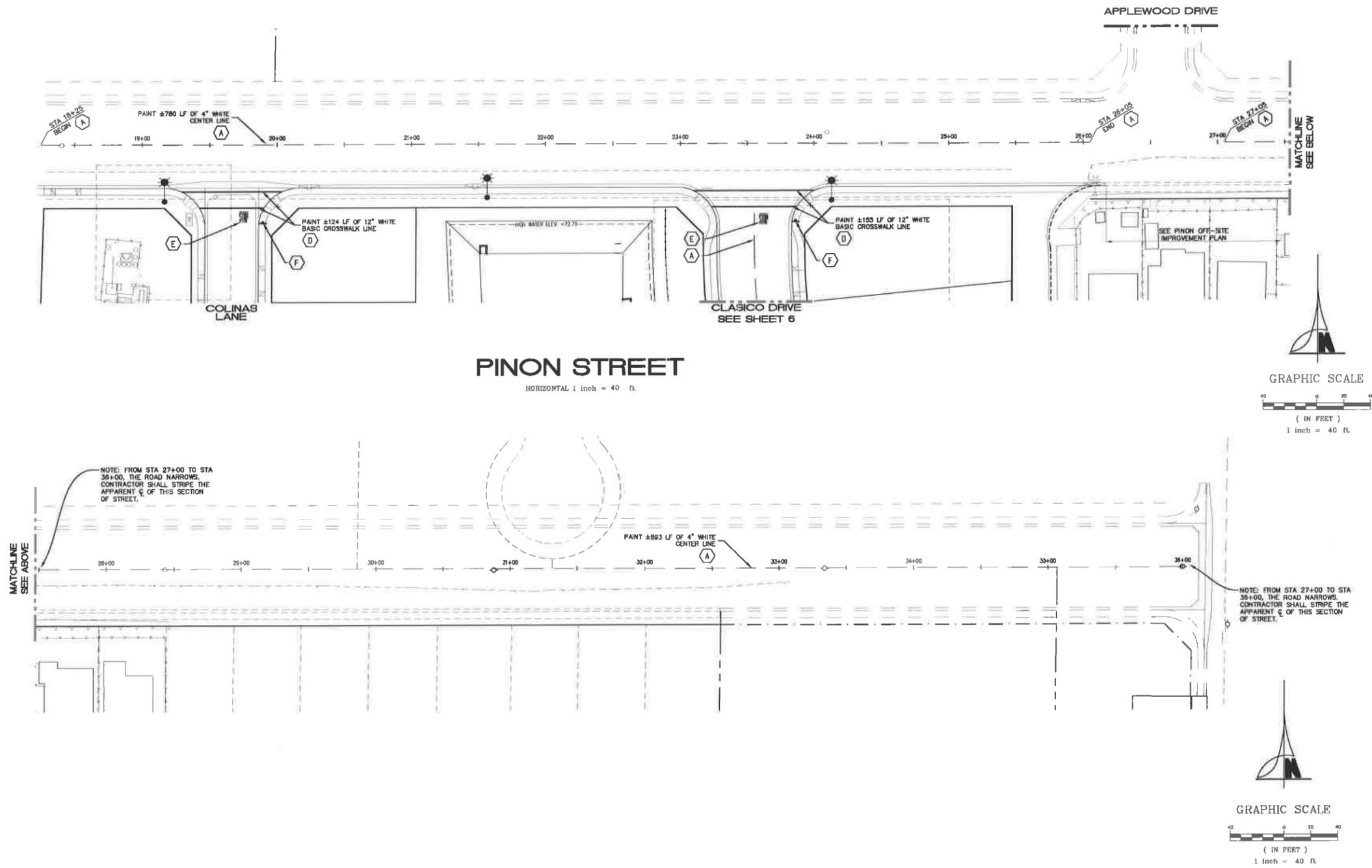
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DRAFTER:	GMC
SCALE:	AS SHOWN
COMP. NO.:	2013PH1CLASICO_STRIPING
JOB NO.:	396-02-00
SHEET	SHEET
	6
	OF 7

**STRIPING NOTES**

- (A) PER CALTRANS STD. A20A, DET. 1
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- (D) PER CALTRANS STD. A24F "BASIC"
- (E) PAINT "STOP" PER CALTRANS STD. A24D
- (F) INSTALL STOP SIGN PER CTSOS 5.13

**LEGEND**

- - STREET LIGHT
- + - STREET SIGN LOCATION
- - SET SURVEY MONUMENT



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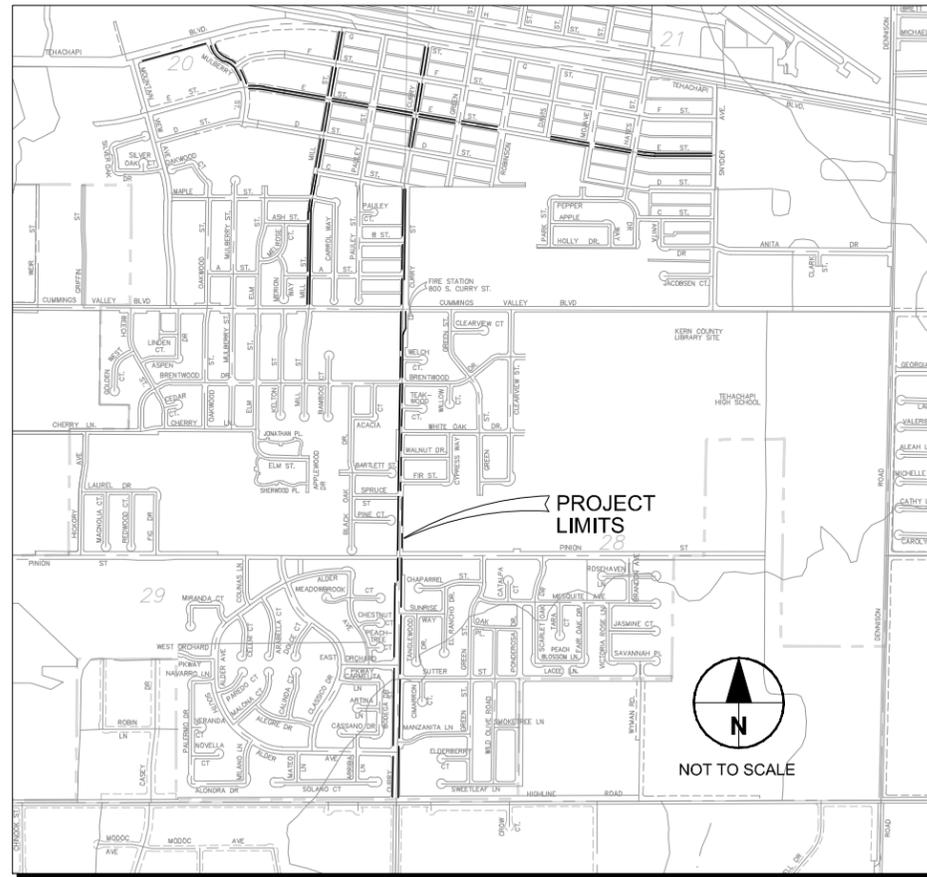
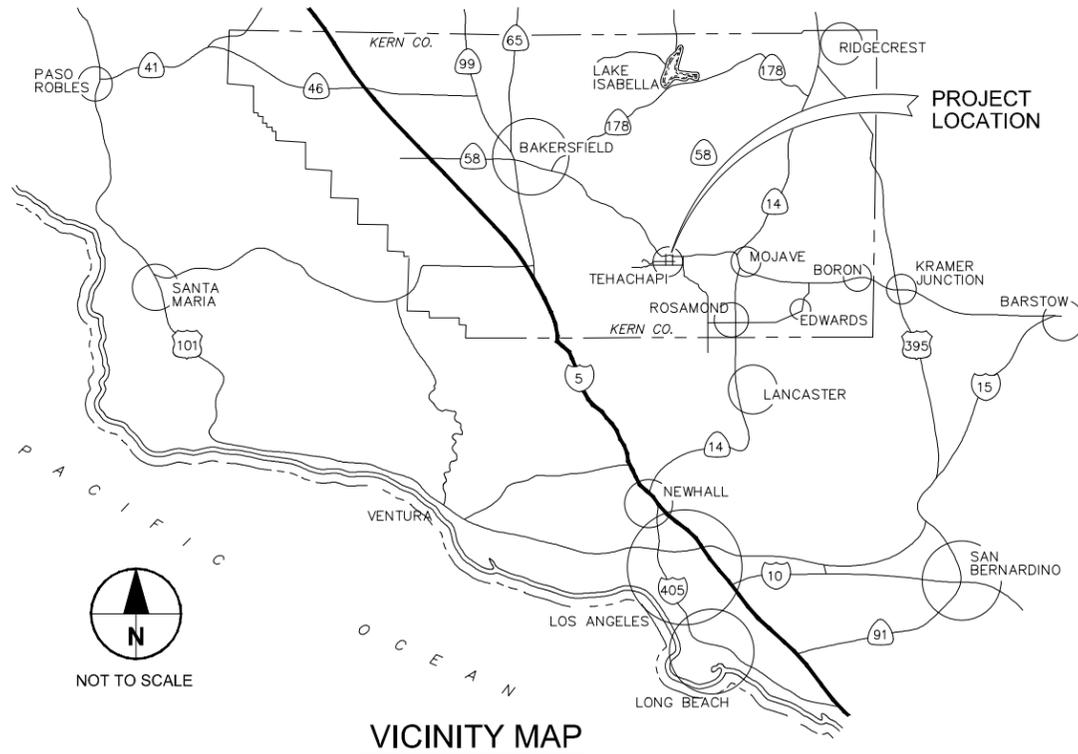
BY:		REVISION:		NO. DATE:	
<b>CORNERSTONE ENGINEERING, INC.</b> 208 SAK STREET, SUITE 103-104 ONTARIO, CA 91764 TEL: (951) 328-1474 FAX: (951) 322-0725 www.cornerstoneeng.com					
DEVELOPMENT BY: <b>TECHAPIET VENTURES</b> 3536 CONCOURSE STREET ONTARIO, CA 91764					
TRACT NO. 6216 PHASE 1 <b>STRIPING AND SIGNAGE PLANS</b>					
DESIGNER:	GMC				
CHECKED BY:	DGW				
DATE:	7/17/13				
DRAFTER:	GMC				
SCALE:	AS SHOWN				
COMP. NO.:	2013779/PHASE1_STRIPING				
JOB NO.:	396-02-00				
SHEET:	7				
	OF 7				

# CONSTRUCTION PLANS FOR THE: CITY OF TEHACHAPI BICYCLE MASTER PLAN - PHASE I

FEBRUARY 2014

### SHEET INDEX

SHT. NO.	DWG. NO.	DESCRIPTION
1	G-01	TITLE SHEET
2	C-01	OVERALL PROJECT PLAN & REFERENCE TABLE
3	C-02	DETAILS 1 to 6
4	C-03	DETAILS 7 to 9



AECOM

PROJECT MANAGER

PROJECT ENGINEER

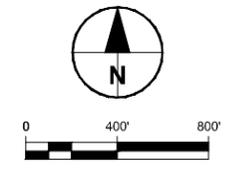
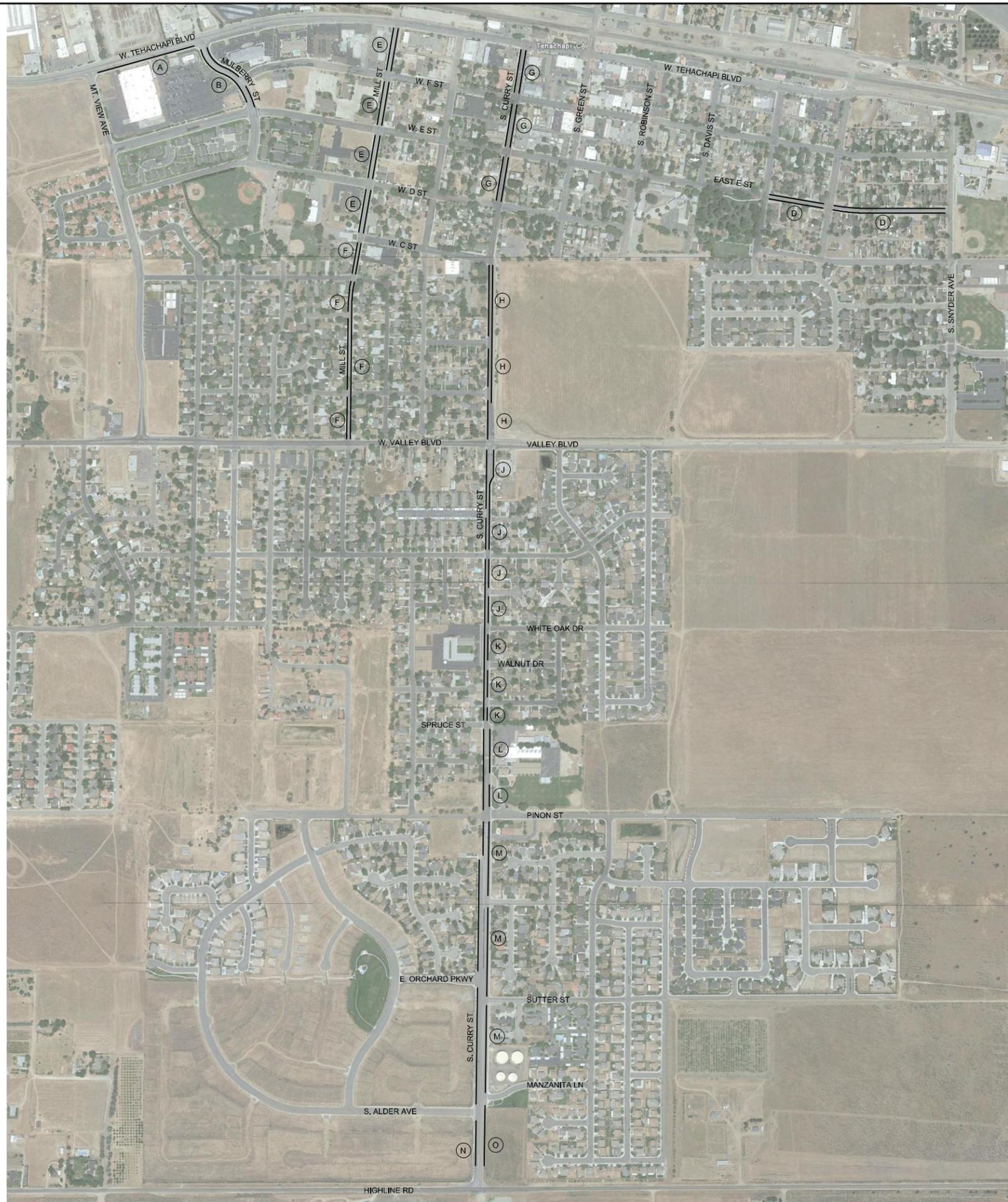


APPROVAL, CITY OF TEHACHAPI:

JOHN HOUSTON SCHLOSSER, CITY ENGINEER \_\_\_\_\_ DATE

GREG GARRETT, CITY MANAGER \_\_\_\_\_ DATE

JON CURRY, PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE



# AECOM

**PROJECT**  
 BICYCLE MASTER PLAN  
 PHASE I

**CLIENT**  
  
 115 S. Robinson Street  
 Tehachapi, CA, 93561  
 661.822.2200 tel.  
 661.822.8559 fax  
 www.liveuptehachapi.com

**CONSULTANT**  
 AECOM Technical Services Inc.  
 5001 E. Commercenter Dr., Suite 100  
 Bakersfield CA, 93309  
 661.325.7253 tel. 661.395.0359 fax  
 www.aecom.com

**REGISTRATION**  


**ISSUE/REVISION**

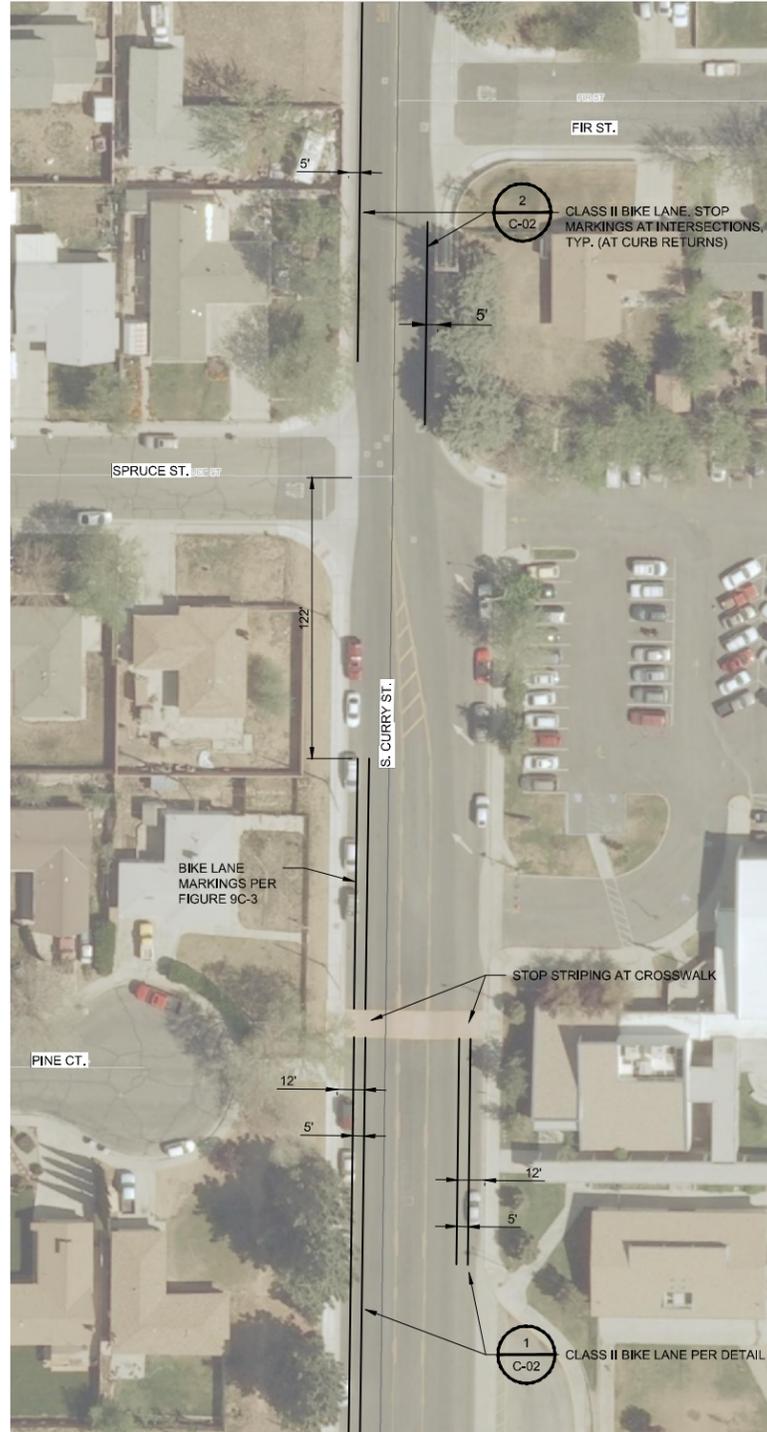
IR	DATE	DESCRIPTION

	Location	Bike lane type	Detail No.	Notes
A	Tehachapi Blvd. - Eastbound only Mt. View Ave. to Mulberry St.	Class II w/parking	1	
B	Mulberry St. - Both directions West E. St. to Tehachapi Blvd.	Class II w/parking	1	Break striping at bus stop as directed by City Representative
D	West E. St. - Both directions S. Mojave St. to Snyder Ave.	Class II w/parking	1	
E	Mill St. - Both directions Tehachapi Blvd. to C St.	Class II w/parking	1	
F	Mill St. - Both directions C St. to Valley Blvd.	Class III	3	
G	Curry St. - Both directions Tehachapi Blvd. to D St.	Class II w/parking	1	At Tehachapi Blvd., stop N. bound bike lane 100' S of intersection
H	Curry St. - Both directions C St. to Valley Blvd.	Class II w/ no parking	2	At Valley Blvd., stop S. bound bike lane 100' N. of intersection, Start N. bound bike lane where road begins to narrow.
J	Curry St. Both directions Valley Blvd. to White Oak Dr.	Class II w/ no parking	2	See Detail 4 for striping in the vicinity of Valley Blvd.
K	Curry St. Both directions White Oak Dr. to Spruce St.	Class II w/ no parking	2	See Detail 5 for striping between White Oak Dr. and Walnut Dr.
L	Curry St. - Both directions Spruce St. to Pinon St.	Class II w/parking	1	See Detail 7 for striping in the vicinity of Spruce St.
M	Curry St. - Both directions Pinon St. to Alder St.	Class II w/parking	1	See Detail 8 for striping in the vicinity of Pinon St. Stop bike lane on N. side of Manzanita Ln. (N. bound)
N	Curry St. - Southbound Alder St. to Highline Rd.	Class II w/parking	1	Stop bike lane 150 feet north of curb return at Highline Rd. See Detail 9
O	Curry St. - Northbound Manzanita Ln. to Highline Rd.	Class II w/ no parking	2	See detail 6 for pavement widening and striping in this area.

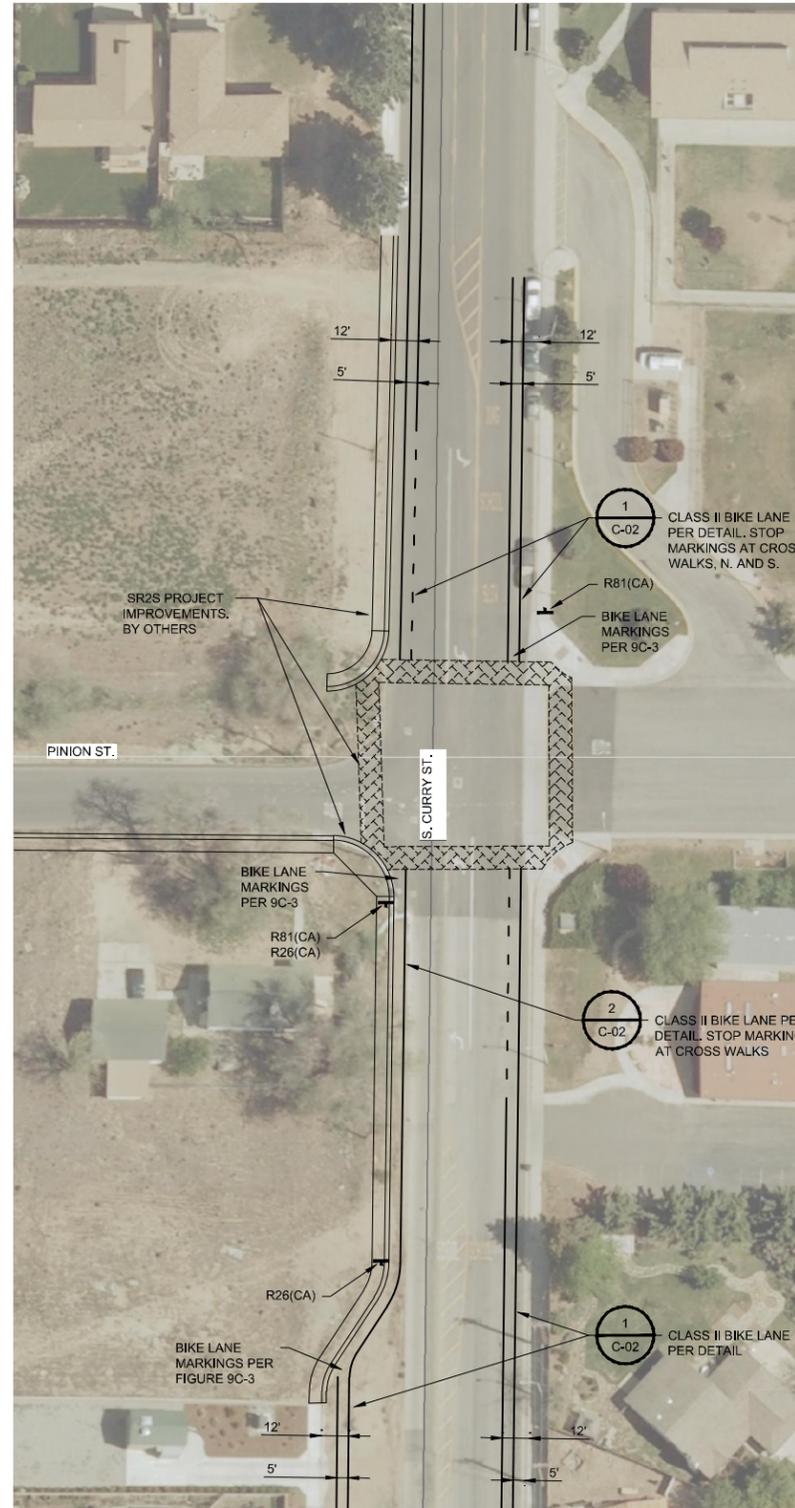
**PROJECT NUMBER**  
 60297766  
**SHEET TITLE**  
 OVERALL PROJECT PLAN AND  
 REFERENCE TABLE  
**SHEET NUMBER**  
 C-01



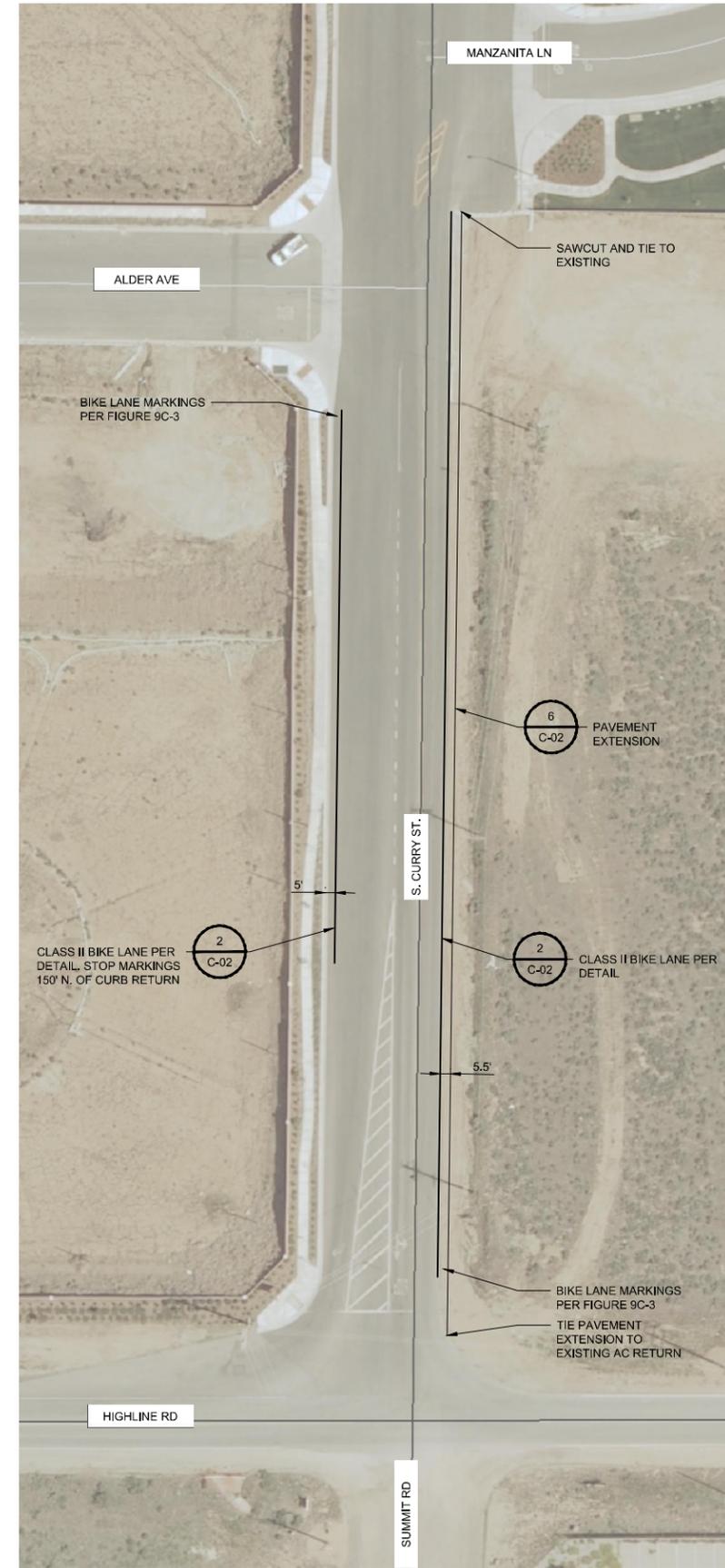




**7 | S. CURRY ST. AT SPRUCE ST.**  
Scale 1" = 40'



**8 | S. CURRY ST. AT PINION ST.**  
Scale 1" = 40'



**9 | S. CURRY ST. AT HIGHLINE RD.**  
Scale 1" = 40'

ISSUE/REVISION

I/R	DATE	DESCRIPTION





APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

# COUNCIL REPORTS

MEETING DATE: AUGUST 18, 2014    AGENDA SECTION: CITY ENGINEER

---

**TO:**                    HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:**              JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER

**DATE:**                AUGUST 13, 2014

**SUBJECT:**            PARCEL MAP 10997 NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

---

## BACKGROUND

On May 15, 2006, the City of Tehachapi entered into an Improvement Agreement with M&L Financial XIX for the construction of numerous public improvements associated with Parcel Map 10997 located north and south of Industrial Parkway east of Mill Street. Over the last 8+ years, the construction of these various improvements have progressed in a 'start-and-stop' manner.

Under Section 5.C.(2) of the Improvement Agreement, following completion of the public improvements in accordance with the approved design plans and City Subdivision and Development Standards, the City Engineer is to provide a report to the City Council confirming the acceptable completion of said improvements.

## RECOMMENDATION

Following acceptance of this report and several other requirements in the Improvement Agreement, City Staff will ask the Council to formally accept the public improvements.

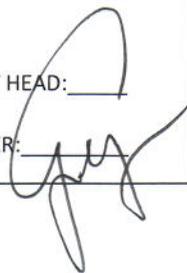
**RECEIVE REPORT FROM CITY ENGINEER REGARDING COMPLETION OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE IMPROVEMENT AGREEMENT WITH M&L FINANCIAL XIX DATED MAY 15, 2006.**

# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_



**MEETING DATE:** AUGUST 18, 2014

**AGENDA SECTION:** CITY MANAGER

---

**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** August 11, 2014

**SUBJECT:** BOND PROCEEDS FUNDING AGREEMENT

---

## BACKGROUND

The Successor Agency to the Tehachapi Redevelopment Agency has roughly \$2,146,358 in unspent bond proceeds which are to be transferred to the City of Tehachapi pursuant to a Bond Expenditure Agreement. That Bond Expenditure Agreement requires the City to adopt a Bond Spending Plan which will guide the expenditure of those funds. That Bond Spending Plan must consider uses that advance the City's community development goals while maximizing fiscal and social benefits flowing to the other taxing entities from successful development. Additionally, the Bond Spending Plan must conform to applicable bond covenants and all applicable requirements of federal tax law and the California Community Redevelopment Law.

After consideration of all the factors above, the attached Bond Spending Plan was drafted for consideration by the City Council. This plan utilizes the unspent bond proceeds to complete projects originally conceived of while the Redevelopment Agency was still in existence. The proposed projects are listed below and a more detailed explanation of each project is included on the Bond Spending Plan. It is our belief that these projects, if constructed will either eliminate blight or will enhance economic opportunities in their area.

### Proposed Projects:

- Freedom Plaza and Tehachapi Visitor Center
- Industrial Parkway Extension
- Rails with Trails – Tehachapi Boulevard
- Valley Boulevard Park
- Other redevelopment projects for which the Bonds were sold, which are consistent with the Bond covenants, as determined by the City

RECOMMENDATION

**ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS**

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS

RECITALS:

A. The former Tehachapi Redevelopment Agency (the "Former Agency") previously issued its Tehachapi Redevelopment Project 2005 Tax Allocation Bonds, in the principal amount of \$8,780,000 (the "2005 Bonds"), and its Tehachapi Redevelopment Project 2007 Tax Allocation Bonds, in the principal amount of \$9,120,000 (the "2007 Bonds," and together with the 2005 Bonds, the "Bonds").

B. The Bonds were issued pursuant to an Indenture of Trust, dated as of December 1, 2005, by and between the Former Agency and The Bank of New York Trust Company, N.A., as trustee, as supplemented by that certain Second Supplement to Indenture of Trust, dated as of December 1, 2007 (the "Indenture")

C. The Bonds were issued and sold to: (i) refund certain prior bonds of the Former Agency, and (ii) finance various projects for the Former Agency's redevelopment projects.

D. Pursuant to AB X1 26 (which became effective at the end of June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011), the Former RDA was dissolved as of February 1, 2012, and the Successor Agency was constituted.

E. AB 1484, which became effective at the end of June 2012, amended and supplemented the provisions of AB X1 26. Together, AB X1 26 and AB 1484 are referred to in this Agreement as the "Dissolution Act."

F. Pursuant to Section 34175(b) of the California Health and Safety Code ("HSC"), all assets, properties, contracts, leases, books and records, buildings, and equipment of the Former Agency, including the unspent proceeds of the Bonds (the "Bond Proceeds"), transferred to the control of the Successor Agency by operation of law.

G. Pursuant to HSC Section 34191.4, after the receipt by the Successor Agency of a finding of completion (the "Finding of Completion") issued by the California State Department of Finance (the "DOF") under HSC Section 34179.7, Bond Proceeds shall be used for the purposes for which the Bonds were sold and in a manner consistent with the original bond covenants.

RESOLUTION NO.

H. By DOF's letter, dated October 16, 2013, the DOF informed the Successor Agency that the DOF has issued a Finding of Completion to the Successor Agency.

I. The Successor Agency desires to use Bond Proceeds for the purposes for which the Bonds were sold (collectively, the "Projects").

J. Because of the limited staffing of the Successor Agency and the traditional role and the established procedures of the City of Tehachapi (the "City") with respect to the awarding of public works contracts, the Successor Agency and the City desire to enter into the Bond Proceeds Funding Agreement, pursuant to which the City will agree to perform or cause to be performed all work required to complete the Projects, with payment therefor to be made from the Bond Proceeds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The above recitals, and each of them, are true and correct.

Section 2. Bond Proceeds Funding Agreement. The Bond Proceeds Funding Agreement, in the form attached hereto as Exhibit A, is hereby approved. The Mayor (or in the Mayor's absence, the Mayor Pro Tem) (each, an Authorized Officer"), is hereby authorized to execute and deliver, for and in the name of the City, the Bond Proceeds Funding Agreement, in substantially such form, with changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 3. Other Acts. The Authorized Officers and all other officers of the City are hereby authorized, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution and the Bond Proceeds Funding Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014.

AYES:

NOES:

ABSENT:

RESOLUTION NO.

ABSTAIN:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**BOND PROCEEDS FUNDING AGREEMENT**  
**(in substantial final form)**

## **BOND PROCEEDS FUNDING AGREEMENT**

This BOND PROCEEDS FUNDING AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2014, is entered into by and between the City of Tehachapi (the "City") and the Successor Agency to the Tehachapi Redevelopment Agency (the "Successor Agency," and together with the City, the "Parties").

### **RECITALS:**

A. The former Tehachapi Redevelopment Agency (the "Former Agency") previously issued its Tehachapi Redevelopment Project 2005 Tax Allocation Bonds, in the principal amount of \$8,780,000 (the "2005 Bonds"), and its Tehachapi Redevelopment Project 2007 Tax Allocation Bonds, in the principal amount of \$9,120,000 (the "2007 Bonds," and together with the 2005 Bonds, the "Bonds").

B. The Bonds were issued pursuant to an Indenture of Trust, dated as of December 1, 2005, by and between the Former Agency and The Bank of New York Trust Company, N.A., as trustee, as supplemented by that certain Second Supplement to Indenture of Trust, dated as of December 1, 2007 (the "Indenture").

C. The Bonds were issued and sold to: (i) refund certain prior bonds of the Former Agency, and (ii) finance various projects for the Former Agency's redevelopment projects.

D. Pursuant to AB X1 26 (which became effective at the end of June 2011), as modified by the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011), the Former Agency was dissolved as of February 1, 2012, and the Successor Agency was constituted.

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G. Pursuant to HSC Section 34191.4, after the receipt by the Successor Agency of a finding of completion (the "Finding of Completion") issued by the California State Department of Finance (the "DOF") under HSC Section 34179.7, Bond Proceeds shall be used for the purposes for which the Bonds were sold and in a manner consistent with the original bond covenants.

H. By DOF's letter, dated October 16, 2013, the DOF informed the Successor Agency that the DOF has issued a Finding of Completion to the Successor Agency.

I. The Successor Agency desires to use Bond Proceeds for the purposes for which the Bonds were sold (collectively, the "Projects"), including those listed in Exhibit A.

J. Because of the limited staffing of the Successor Agency and the City's traditional role and established procedures with respect to the awarding of public works contracts, the Successor Agency and the City desire to enter into this Agreement, for the City to perform or cause to be performed all work required to complete the Projects, with payment therefor to be made from Bond Proceeds.

K. This Agreement provides for the transfer of Bond Proceeds to the City for the City to perform or cause to be performed all work required to complete the Projects.

L. Pursuant to HSC Section 34177(l), the Successor Agency must prepare a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period ("ROPS Period"). The ROPS must be submitted to the Oversight Board of the Successor Agency and the DOF for approval.

M. Pursuant to HSC Section 34191.4(c)(2), the expenditure of Bond Proceeds for an obligation must be listed on a ROPS.

N. Pursuant to HSC Sections 34178(a) and 34180(h), with the approval of the Oversight Board of the Successor Agency (the "Oversight Board"), the Successor Agency may enter into agreements with the City.

O. Resolution No. \_\_\_\_\_ adopted by the Oversight Board on \_\_\_\_\_, 2014 approving the Successor Agency's execution and delivery of this Agreement was approved [deemed approved] by the DOF pursuant to HSC Section 34179(h) on \_\_\_\_\_, 2014.

**NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

**Section 1.** Subject to the provisions of this Agreement and with the funding provided pursuant to this Agreement, the City agrees to perform or cause to be performed all work required for the completion of the Projects, including but not limited to the preparation of designs, plans and specifications and all demolitions, construction and installations. The City shall perform such work in accordance with all applicable federal, state and local laws, rules and regulations. Subject to the covenants set forth herein, the City shall have the sole discretion with respect to the design, planning, specification and the timing with respect to all components of the Projects.

**Section 2.** (a) The Successor Agency has prepared and submitted to the Oversight Board and the DOF, a ROPS ("ROPS 14-15B") for the ROPS Period commencing January 1, 2015 (the "ROPS 14-15B Period"). Included in ROPS 14-15B as Item No. \_\_\_\_ is the transfer of \$ \_\_\_\_\_ in Bond Proceeds to the City for the costs of the Projects.

(b) At the commencement of the ROPS 14-15B Period, the Successor Agency shall transfer the Bond Proceeds, in the amount approved by the DOF as Item No. \_\_\_\_ of ROPS 14-15B, to the City.

**Section 3.** To the extent the City still holds unspent Bond Proceeds transferred pursuant to this Agreement after the completion of the Projects (as determined by the legislative body of the City), the City shall return such unspent Bond Proceeds to the Successor Agency within a reasonable time after such determination.

**Section 4.** The City covenants that it shall use the Bond Proceeds in a manner consistent with the covenants in the Indenture, including, but not limited to, any covenants regarding the tax-exempt status of interest on the Bonds under the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

**Section 5.** Each Party shall maintain books and records regarding its duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other Party at all reasonable times.

**Section 6.** The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

**Section 7.** This Agreement may be amended from time to time by written instrument executed by both Parties.

**Section 8.** No official, agent, or employee of the Successor Agency or the City, or members of the City Council, or members of the Successor Agency Board of Directors or Oversight Board shall be individually or personally liable for any payment hereunder in the event of any default or breach by the Successor Agency or the City, or for any amount which may otherwise become due to the City or Successor Agency, or successor thereto, or on any obligations under the terms of this Agreement.

**Section 9.** This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

**SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF TEHACHAPI**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

**OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

## EXHIBIT A

### List of Projects

1. **Freedom Plaza and Tehachapi Visitor Center:** Construction of Freedom Plaza and Tehachapi Visitor Center at 200 W. Tehachapi Boulevard, which will generally include but not be limited to the following: (a) demolition of exiting failed asphalt parking area, (b) construction of new public parking areas, (c) construction of public plaza space, including landscaping, decorative hardscape, benches, lighting, public monument, and other improvements necessary to create an inviting public space, and (d) rehabilitation of an existing 400 square foot structure on the site house a Tehachapi Visitor Center.
2. **Industrial Parkway Extension:** Extension of Industrial Parkway from its current eastern terminus at Curry Street to connect it to Green Street and the Airport Industrial Park, which will generally include but not be limited to the following: (a) acquisition of right-of-way necessary for construction of the road, (b) construction of pavement lanes for Industrial Parkway, (c) construction of curb, gutter, and sidewalk adjacent to new road section, and (d) installation of water, sewer, and other dry utilities within road right-of-way.
3. **Rails with Trails-Tehachapi Boulevard:** Construction of a multi-use path and landscaping parallel to the railroad tracks and Tehachapi Boulevard, between Mill Street and Willow Springs Road, which will generally include but not be limited to the following: (a) acquisition of right-of-way necessary for the construction of the project, (b) construction of a multi-use path, (c) construction of associated beautification elements, which may include landscaping, benches, lighting and other decorative elements, and (d) construction of curb and gutter along H Street and Tehachapi Boulevard.
4. **Valley Boulevard Park:** Construction of a community park at the intersection of Valley Boulevard and Mountain View Avenue, which will generally include but not be limited to the following: (a) design of the new park, (b) construction of the park, including turf areas, landscaping, playground equipment, financing, lighting, necessary utilities, signage, benches, tables, and other ark related enhancements.
5. **Other redevelopment projects for which the Bonds were sold,** which are consistent with the Bond covenants, as determined by the City.

# TEHACHAPI SUCCESSOR AGENCY REPORTS

MEETING DATE: AUGUST 18, 2014      AGENDA SECTION: EXECUTIVE DIRECTOR

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**TO:** HONORABLE CHAIRMAN SMITH AND BOARD MEMBERS  
**FROM:** GREG GARRETT, EXECUTIVE DIRECTOR  
**DATE:** August 11, 2014  
**SUBJECT:** BOND PROCEEDS FUNDING AGREEMENT WITH THE CITY OF TEHACHAPI

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## BACKGROUND

The Successor Agency to the Tehachapi Redevelopment Agency has roughly \$2,146,358 in unspent bond proceeds. It is important that this funds be utilized for the purposes for which the bonds were sold.

Because of the limited staffing of the Successor Agency and the traditional role and the established procedures of the City of Tehachapi (the "City") with respect to the awarding of public works contracts, the Successor Agency and the City desire to enter into the Bond Proceeds Funding Agreement, pursuant to which the City will agree to perform or cause to be performed all work required to complete the projects, which are attached to the Agreement, with payment therefor to be made from the Bond Proceeds.

## RECOMMENDATION

**ADOPT A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS**

RESOLUTION NO. SA - \_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY APPROVING THE EXECUTION OF A BOND PROCEEDS FUNDING AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF TEHACHAPI AND TAKING CERTAIN RELATED ACTIONS

RECITALS:

A. The former Tehachapi Redevelopment Agency (the "Former Agency") previously issued its Tehachapi Redevelopment Project 2005 Tax Allocation Bonds, in the principal amount of \$8,780,000 (the "2005 Bonds"), and its Tehachapi Redevelopment Project 2007 Tax Allocation Bonds, in the principal amount of \$9,120,000 (the "2007 Bonds," and together with the 2005 Bonds, the "Bonds").

B. The Bonds were issued pursuant to an Indenture of Trust, dated as of December 1, 2005, by and between the Former Agency and The Bank of New York Trust Company, N.A., as trustee, as supplemented by that certain Second Supplement to Indenture of Trust, dated as of December 1, 2007 (the "Indenture")

C. The Bonds were issued and sold to: (i) refund certain prior bonds of the Former Agency, and (ii) finance various projects for the Former Agency's redevelopment projects.

D. Pursuant to AB X1 26 (which became effective at the end of June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011), the Former RDA was dissolved as of February 1, 2012, and the Successor Agency was constituted.

E. AB 1484, which became effective at the end of June 2012, amended and supplemented the provisions of AB X1 26. Together, AB X1 26 and AB 1484 are referred to in this Agreement as the "Dissolution Act."

F. Pursuant to Section 34175(b) of the California Health and Safety Code ("HSC"), all assets, properties, contracts, leases, books and records, buildings, and equipment of the Former Agency, including the unspent proceeds of the Bonds (the "Bond Proceeds"), transferred to the control of the Successor Agency by operation of law.

G. Pursuant to HSC Section 34191.4, after the receipt by the Successor Agency of a finding of completion (the "Finding of Completion") issued by the California State Department of Finance (the "DOF") under HSC Section 34179.7, Bond Proceeds shall be used for the purposes for which the Bonds were sold and in a manner consistent with the original bond covenants.

RESOLUTION NO. \_\_\_\_

H. By DOF's letter, dated October 16, 2013, the DOF informed the Successor Agency that the DOF has issued a Finding of Completion to the Successor Agency.

I. The Successor Agency desires to use Bond Proceeds for the purposes for which the Bonds were sold (collectively, the "Projects").

J. Because of the limited staffing of the Successor Agency and the traditional role and the established procedures of the City of Tehachapi (the "City") with respect to the awarding of public works contracts, the Successor Agency and the City desire to enter into the Bond Proceeds Funding Agreement, pursuant to which the City will agree to perform or cause to be performed all work required to complete the Projects, with payment therefor to be made from the Bond Proceeds.

K. Pursuant to HSC Sections 34178(a) and 34180(h), with the approval of this Oversight Board, the Successor Agency may enter into agreements with the City.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The above recitals, and each of them, are true and correct.

Section 2. Bond Proceeds Funding Agreement. The Bond Proceeds Funding Agreement, in the form attached hereto as Exhibit A, is hereby approved. Each of the Chair of this Board, the Vice Chair of this Board and the Executive Director of the Successor Agency (each, an Authorized Officer"), individually, is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the Bond Proceeds Funding Agreement, in substantially such form, with changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 3. Request for Oversight Board Approval. The Oversight Board is hereby requested to approve the Successor Agency's execution and delivery of the Bond Proceeds Funding Agreement. The Secretary of the Successor Agency is hereby directed to transmit this Resolution to the Oversight Board for consideration at the earliest possible date

Section 4. Other Acts. The Authorized Officers and all other officers of the Successor Agency are hereby authorized, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution and the Bond Proceeds Funding Agreement.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

RESOLUTION NO. \_\_\_\_

APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY  
SUCCESSOR AGENCY TO THE  
TEHACHAPI REDEVELOPMENT AGENCY

EXHIBIT A  
BOND PROCEEDS FUNDING AGREEMENT  
(in substantial final form)

## **BOND PROCEEDS FUNDING AGREEMENT**

This BOND PROCEEDS FUNDING AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2014, is entered into by and between the City of Tehachapi (the "City") and the Successor Agency to the Tehachapi Redevelopment Agency (the "Successor Agency," and together with the City, the "Parties").

### **RECITALS:**

A. The former Tehachapi Redevelopment Agency (the "Former Agency") previously issued its Tehachapi Redevelopment Project 2005 Tax Allocation Bonds, in the principal amount of \$8,780,000 (the "2005 Bonds"), and its Tehachapi Redevelopment Project 2007 Tax Allocation Bonds, in the principal amount of \$9,120,000 (the "2007 Bonds," and together with the 2005 Bonds, the "Bonds").

B. The Bonds were issued pursuant to an Indenture of Trust, dated as of December 1, 2005, by and between the Former Agency and The Bank of New York Trust Company, N.A., as trustee, as supplemented by that certain Second Supplement to Indenture of Trust, dated as of December 1, 2007 (the "Indenture").

C. The Bonds were issued and sold to: (i) refund certain prior bonds of the Former Agency, and (ii) finance various projects for the Former Agency's redevelopment projects.

D. Pursuant to AB X1 26 (which became effective at the end of June 2011), as modified by the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011), the Former Agency was dissolved as of February 1, 2012, and the Successor Agency was constituted.

E. AB 1484, which became effective at the end of June 2012, amended and supplemented the provisions of AB X1 26. Together, AB X1 26 and AB 1484 are referred to herein as the "Dissolution Act."

F. Pursuant to Section 34175(b) of the California Health and Safety Code ("HSC"), all assets, properties, contracts, leases, books and records, buildings, and equipment of the Former Agency, including the unspent proceeds of the Bonds (the "Bond Proceeds"), transferred to the control of the Successor Agency by operation of law.

G. Pursuant to HSC Section 34191.4, after the receipt by the Successor Agency of a finding of completion (the "Finding of Completion") issued by the California State Department of Finance (the "DOF") under HSC Section 34179.7, Bond Proceeds shall be used for the purposes for which the Bonds were sold and in a manner consistent with the original bond covenants.

H. By DOF's letter, dated October 16, 2013, the DOF informed the Successor Agency that the DOF has issued a Finding of Completion to the Successor Agency.

I. The Successor Agency desires to use Bond Proceeds for the purposes for which the Bonds were sold (collectively, the "Projects"), including those listed in Exhibit A.

J. Because of the limited staffing of the Successor Agency and the City's traditional role and established procedures with respect to the awarding of public works contracts, the Successor Agency and the City desire to enter into this Agreement, for the City to perform or cause to be performed all work required to complete the Projects, with payment therefor to be made from Bond Proceeds.

K. This Agreement provides for the transfer of Bond Proceeds to the City for the City to perform or cause to be performed all work required to complete the Projects.

L. Pursuant to HSC Section 34177(l), the Successor Agency must prepare a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period ("ROPS Period"). The ROPS must be submitted to the Oversight Board of the Successor Agency and the DOF for approval.

M. Pursuant to HSC Section 34191.4(c)(2), the expenditure of Bond Proceeds for an obligation must be listed on a ROPS.

N. Pursuant to HSC Sections 34178(a) and 34180(h), with the approval of the Oversight Board of the Successor Agency (the "Oversight Board"), the Successor Agency may enter into agreements with the City.

O. Resolution No. \_\_\_\_\_ adopted by the Oversight Board on \_\_\_\_\_, 2014 approving the Successor Agency's execution and delivery of this Agreement was approved [deemed approved] by the DOF pursuant to HSC Section 34179(h) on \_\_\_\_\_, 2014.

**NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

**Section 1.** Subject to the provisions of this Agreement and with the funding provided pursuant to this Agreement, the City agrees to perform or cause to be performed all work required for the completion of the Projects, including but not limited to the preparation of designs, plans and specifications and all demolitions, construction and installations. The City shall perform such work in accordance with all applicable federal, state and local laws, rules and regulations. Subject to the covenants set forth herein, the City shall have the sole discretion with respect to the design, planning, specification and the timing with respect to all components of the Projects.

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**Section 9.** This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

**SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF TEHACHAPI**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

**OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

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