

PUBLIC ACCESS TO GREENSPACE AGREEMENT BETWEEN SAINT REST BAPTIST CHURCH AND THE CITY OF FRESNO

(Parks, After School, Recreation and Community Service)

The Public Access to Greenspace Agreement (Agreement) is made as of December 31, 2019, between Saint Rest Baptist Church, a California nonprofit corporation (Owner), and the City of Fresno (City), each a "party" and together the "parties".

Recitals

- A. Owner owns the property located at 1550 East Chester Riggins Avenue Fresno, CA (Property) and intends to develop that certain piece of property to include a public green space area in partnership with the Saints Rest Community Economic Development Corporation; and
- B. The City intends to provide financial assistance of up to \$58,000 (the Maximum Financial Commitment) to assist the Owner with such development of the Property for use as public green space; and
- C. Owner understands and agrees that the Maximum Financial Commitment from the City is contingent upon the Property's use as green space accessible to the general public on the terms and conditions set forth in this Agreement.

Agreement

In reliance upon the foregoing recitals, which are expressly integrated into this Agreement, the parties agree as follows:

- A. Term: The term of this agreement shall be for a total of ten years (Minimum Public Access Period) from the completion of the Project. Property shall remain open to the general public on the terms and conditions set forth in this Agreement.
- B. Project Improvements. Owner agrees to develop the Property in accordance with the site plan set forth on Exhibit A named Saint Rest Baptist Church Expansion Phase I (the Project). More specifically, City agrees to provide funds up to the Maximum Financial Commitment for improvements listed below' any changes to the improvement list are subject to City of Fresno review and written approval prior to implementation:
 - a. Nine (9) 15 Gal. Laurus Nobilis / Bay Laurel Trees
 - b. Eight (8) 15 Gal. Lagerstroemia Indica / Crape Myrtle Trees
 - c. Sixteen (16) Pistacia Chinesis / Chinese Pistache Tree
 - d. One (1) 24" box Quercus Virginiana / Southern Live Oak Multi-Trunk Tree
 - e. One hundred eighty four (184) 5 Gal. Festuca Mairei / Atlas Fescue Shrubs

- f. One hundred nineteen (119) 5 Gal. Muhlenbergia Dubia / Pine Muhly Shrubs
 - g. Two hundred twenty two (222) 5 Gal. Rhamphiolepis Umbellata 'Minor' / Dwarf Yeddo Hawthorn Shrubs
 - h. Eleven thousand five hundred eighty four square feet (11,584 ft²) of AG-1 Bermuda Sod
 - i. One hundred thirty nine square feet (139 ft²) of decomposed granite.
 - a. A new irrigation point of connection
 - b. New (2") water meter and (2") service line
 - c. Hunter – I-Core 24-Station w/ Solar Sync Pedestal Mounted Irrigation Controller
 - d. Wilkins 2" backflow preventer installed in a cage
 - e. Netafim 2" Hydrometer Flow Sensor
 - f. Master Valve
 - g. Gate Valve
 - h. Irrigation piping consisting of a PVC main line and lateral lines to serve the planters and turf areas (various sizes of piping ranging from 1/2" to 4")
 - i. Irrigation electrical consisting of power for the irrigation controller and control wiring from the controller to the valves
 - j. Drip irrigation piping and drip irrigation fixtures throughout planters
 - k. Hunter 5" rotor turf sprinklers throughout turf areas
 - l. Installation costs for playground equipment
2. Performance Schedule:
- a. Owner shall commence work on the Project within 90 days of final entitlement approvals which shall be no later than June 30, 2020.
 - b. Owner shall complete work on Project within two years of Project commencement.
- B. Reimbursement for Project Costs. Owner shall pay for the Project upfront and seek reimbursement up to the Maximum Financial Commitment from the City, as follows:
- 1. City shall reimburse approved Project costs which are expressly set forth herein within 60 days of Owner's submission to the City of a paid invoice.
 - 2. Owner shall submit invoices to City after expense is incurred and paid.

Owner shall include documentation for approved costs, including itemized and dated receipts as proof of payment.

3. Owner shall provide City a schedule of values (SOV) for the landscaping and playground scope of work, detailing the phases subject to reimbursement.
 4. An Unconditional Waiver and Release Upon Progress Payment signed, a form of which is attached hereto as Exhibit B, and utilized for a particular expense shall be provided to the City along with all reimbursement requests and invoices to ensure that all contractors are paid for each portion of work prior to reimbursement.
- C. Public Access. Following completion of the Project the green space area shall be open to the general public on the following terms:
1. The Property shall be open daily at 8 a.m. and close at sunset.
 2. Owner shall be responsible for providing adequate signage indicating Property hours and for monitoring compliance with said hours.
- D. Owner Obligations.
1. Owner agrees to comply with all applicable laws, ordinances, and regulations in connection with its use of the Property. Owner covenants that said Property is suitable for the intended use contemplated herein and is in compliance with all applicable laws, ordinances, and regulations for said use.
 2. During the Minimum Public Access Period, Owner and City representative will meet no less than annually to discuss public access issues for the Property.
 3. If Owner fails to keep Property open to the general public on the terms and conditions set forth, it shall in the reasonable discretion of the City, be responsible for repayment of some or all of the reimbursements made, up to the Maximum Financial Commitment.
 4. Other than reimbursement of approved expenses up to the Maximum Financial Commitment, Owner shall be responsible for all expenses of the Project and the Property, including but not limited to unreimbursed Project costs and Property maintenance, operation and capital improvement costs.
- E. Attorney's Fees. If any action at law or in equality is brought to recover any sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, the prevailing party shall be entitled to the recover from the other party as part of prevailing party's costs, reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.
- F. Liability. Owner shall be responsible for any injury or damage to any person or

property in or about the Property. Owner further agrees to maintain adequate insurance to fund any liability for any act, neglect, fault of, or omission of any duty arising out of the Property.

- G. Indemnity. To the furthest extent allowed by law, Owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Owner or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Owner's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Owner should subcontract all or any portion of the work to be performed under this Agreement, Owner shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

H. Insurance

(a) Throughout the life of this Agreement, Owner shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Owner or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Owner shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Owner of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Owner shall not be deemed to release or diminish the liability of Owner, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by Owner. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Owner, vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Owner shall procure and maintain for the duration of the contract, and for five years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event Owner purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Owner shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Owner shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or
- (ii) Owner shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice has been given to City, except ten days for nonpayment of premium. Owner is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Owner shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Owner shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees, and volunteers as an additional insured. Owner shall establish additional insured status for the City and for all ongoing and completed operations under Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement that must be as broad as that contained in ISO Forms: both CG 20 10 & CG 20 26.
- (iv) All such policies of insurance shall be endorsed so the Owners' insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. If Owner maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Owner.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the

requirement for the Limits of Liability of these policies will be twice the above stated limits.

- (vi) For any claims related to this Agreement, Owner's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and volunteers shall be excess of the Owner's insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to City, its officers, officials, agents, employees, and volunteers.

PROVIDING OF DOCUMENTS - Owner shall furnish City with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Owner shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of Owner shall also be required to provide all documents noted herein.

MAINTENANCE OF COVERAGE - If at any time during the life of the Agreement or any extension, Owner or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Owner of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Owner shall not be deemed to release or diminish the liability of Owner, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Owner. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Owner, its principals, officers, agents, employees, persons under the supervision of Owner, vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS- If Owner subcontracts any or all of the services to be performed under this Agreement, Owner shall require, at the discretion of the City Risk Manager or designee, subcontractors(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Owner will be solely responsible for ensuring that its subcontractors maintain

insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

- I. Venue. Venue for any action arising out of or relating to the Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.
- J. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or by mail, postage paid, return receipt requested and addressed to the party at the address set forth on the signature page. A change of address can be given by either party by written notice.
- K. Assignment. Owner will not assign this Agreement in whole or part, nor sublet all or any part of the property without the prior written consent of City which consent will not be unreasonably withheld.
- L. Binding on Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No rights however shall inure to the benefit of any assignee of City unless the assignment of such assignee has been approved in writing.
- M. Authority. All individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

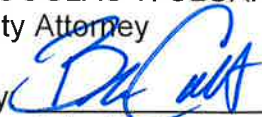
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: 
TJ Miller,
PARCS Director

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  2/12/2020
John Hastrup Date
Sr Deputy City Attorney,
Brandon M. Collet

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Parks, After School,
Recreation & Community Services
Attention: PARCS Director
1515 E. Divisadero Street
Fresno, CA 93721
Phone: (559) 559-621-2900

SAINT REST BAPTIST CHURCH, a
California nonprofit corporation

By: Larry Mathersted

Name: Larry Mathersted

Title: CHAIRMAN OF TRUSTEES
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Ronald D. Wiley

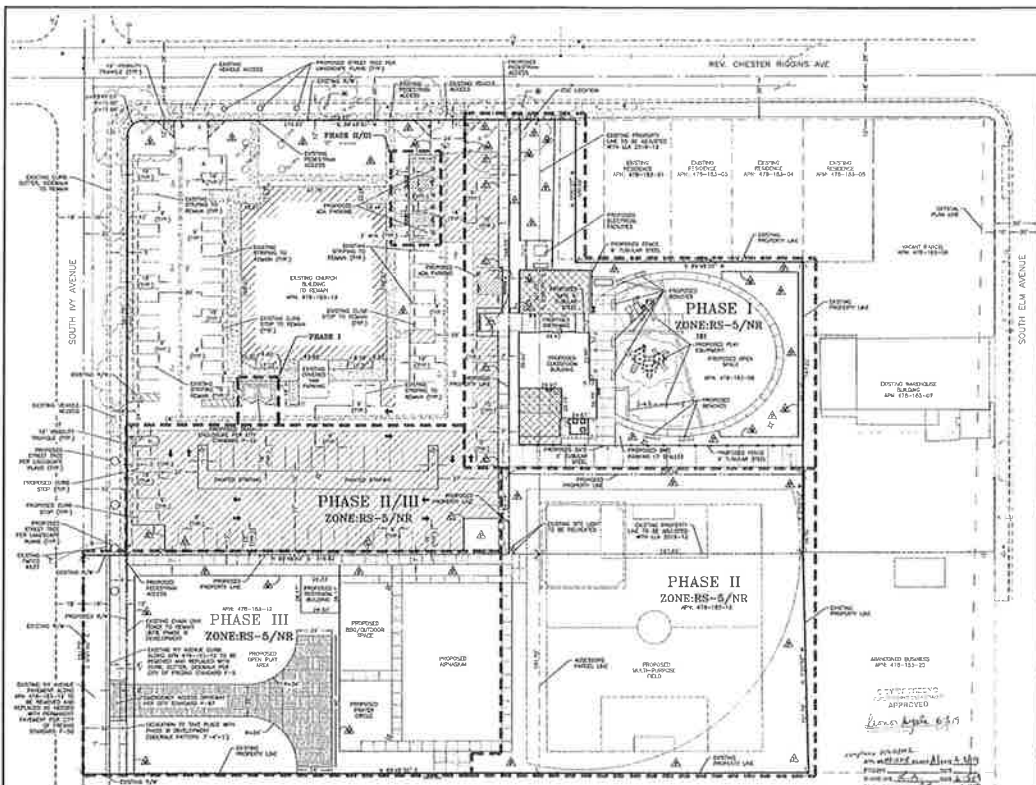
Name: Ronald D. Wiley

Title: TREASURER
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:

OWNER:
Attention: Saint Rest Baptist Church
Attention:
1550 E. Reverend Chester Riggins
Avenue
Fresno, CA 93706
Phone: 559-237-5551
FAX: [area code and #] 559-237-0133

Exhibit A
Site Plan



NOTES:

1. THE SHOWN SUBJECT PROPERTY AND ADJACENT PROPERTY ARE TO BE DEVELOPED WITH A MODIFIED UNIT PLAN OF DEVELOPMENT (MUD) AS PER THE MUD APPROVED BY THE CITY OF SAN JOSE ON 11/16/11.

2. THE SHOWN SUBJECT PROPERTY AND ADJACENT PROPERTY ARE TO BE DEVELOPED WITH A MODIFIED UNIT PLAN OF DEVELOPMENT (MUD) AS PER THE MUD APPROVED BY THE CITY OF SAN JOSE ON 11/16/11.

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LEGEND

[Symbol]	EXISTING BUILDING TO REMAIN	[Symbol]	PROPOSED FRONT YARD SIGNAGE	[Symbol]	PROPOSED FRONT YARD SIGNAGE
[Symbol]	AREA OF EXISTING BUILDING TO REMAIN	[Symbol]	EXISTING TELEPHONE POLE	[Symbol]	EXISTING TELEPHONE POLE
[Symbol]	AREA TO BE DEMOLISHED	[Symbol]	EXISTING WATER VALVE	[Symbol]	EXISTING WATER VALVE
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SITE INFO

EXISTING GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL	EXISTING SITE AREA: 377,344.51 SF	SUMMARY OF PARKING:
EXISTING ZONING: RS-2.5/18	PROPOSED SITE AREA: 11,954.57 SF	PROPOSED:
PROPOSED ZONING: RS-2.5/18	EXISTING BUILDING AREA: 11,954.57 SF	STANDARDS 100 118
APN: 111-01-01-01, 111-01-01-02	PARKING SURFACE: ASPHALT 11,954.57 SF	STALLS -
SITE ADDRESS: REV. CHESTER HIGGINS AVE & SOUTH ELM AVE	LANDSCAPED AREA: LANDSCAPED AREA 11,954.57 SF	COMPACT STALLS 5 7
		STANDARD STALLS -
		TOTAL PARKING 113 122
		PARKING RATIO 1 STALL PER 325.5 SF
		1 PER 100 SF
		BICYCLE PARKING 7 7

LEGAL DESCRIPTION

THE SHOWN SUBJECT PROPERTY AND ADJACENT PROPERTY ARE TO BE DEVELOPED WITH A MODIFIED UNIT PLAN OF DEVELOPMENT (MUD) AS PER THE MUD APPROVED BY THE CITY OF SAN JOSE ON 11/16/11.

CUP SITE PLAN

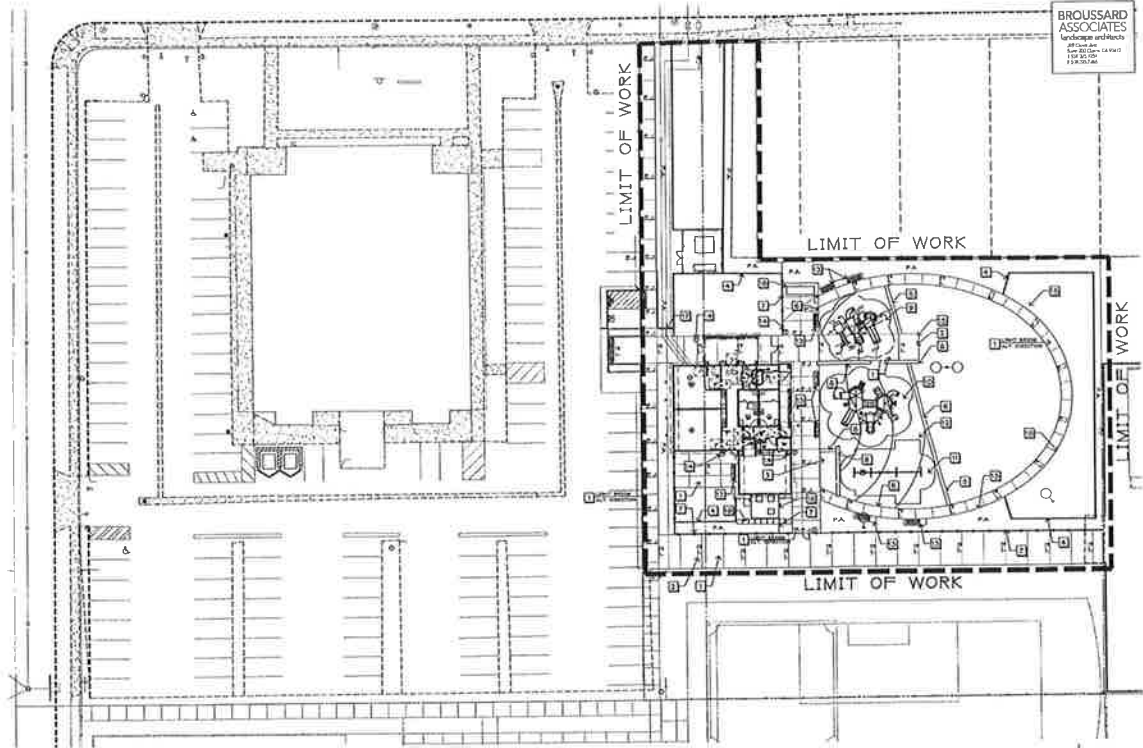
OWNER/APPLICANT:
SAINT JESUIT BAPTIST CHURCH

DATE	DATE	DATE

PREPARED BY: [Signature]

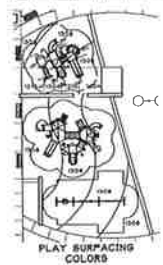
DATE: 08/08/12

SHEET NO: C-1



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PAUL HALAJIAN ARCHITECTS
 353 Civic Avenue, Suite 100
 Clovis, CA 95312-1155
 T: 509.297.7100 F: 509.291.7950
 www.halajianarch.com



- CONSTRUCTION LEGEND**
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RECEIVED
 MAR 13 2017
 CIVIL ENGINEERING
 604-673-8877

PROJECT: Saint Rest Baptist Church Classroom Building
 Fresno, California
SHEET: Construction Callout Plan

DRAWING SET INFORMATION

NO.	DATE	DESCRIPTION
1	11/27/2016	CONSTRUCTION PLAN

REVISIONS

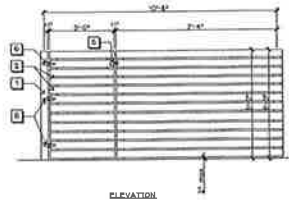
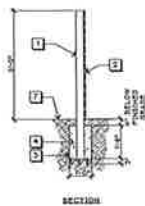
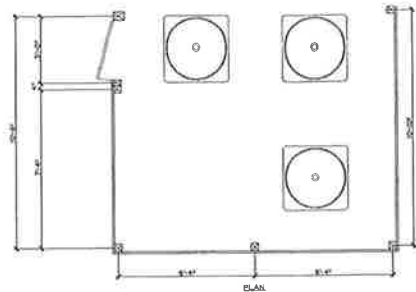
NO.	DATE	DESCRIPTION
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PROJECT NUMBER: 2017-46
 SHEET NUMBER: L-1

BROSSARD ASSOCIATES
landscape architects
10000 Wilshire Blvd., Suite 100
Beverly Hills, CA 90210
Tel: 310.274.7100
Fax: 310.274.7101



PAUL HALAJIAN ARCHITECTS
388 Cowi Avenue, Suite 100
Covina, CA 91724-1188
T: 959.297.7950 F: 959.297.7950
www.hal@halarch.com

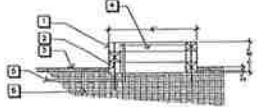


- LEGEND:**
- 1 2x6 PRESSURE TREATED POST @ 6' O.C.
 - 2 1x4x10 FTOP SLAT, ATTACH NAILS TO FRONT 1/2" POST, BUTT ENDS, SPACE 1"
 - 3 GRAVEL BACKFILL
 - 4 CONCRETE FOOTING
 - 5 ADJUSTABLE BOLT-IN LATCH
 - 6 HEAVY DUTY BOLT CLOSING GALV. STEEL STRAP HINGES
 - 7 FINISH BRASS

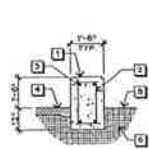
NOTES:
ALL WOOD IS TO BE STAINED, COLOR T.B.S.

A WOOD AC SCREEN
SCALE: 1" = 1'-0"

- LEGEND:**
- 1 4" x 4" TREATED CEDAR TIMBERS
 - 2 # 3 REBAR STABILIZING ALL TIMBERS INTO SUBGRADE @ CORNERS
 - 3 FINISHED SURFACE
 - 4 BACKFILL WITH 1" TOP SOIL AND 1" POTTING SOIL
 - 5 PROVIDE MICROPRAY HEADS FOR EACH BED
 - 6 COMPACTED SUBGRADE



B RAISED WOODEN PLANTER
SCALE: 1" = 1'-0"



- LEGEND:**
- 1 FORMED-IN-PLACE COLORED CONCRETE, DAVIS COLOR SANDSTONE, SMOOTH FINISH, CHAMFER @ CORNER, VERTICAL EXPANSION JOINTS EQUALLY SPACED MAX. 10'
 - 2 # 4 VERT. REBAR @ 32" O.C.
 - 3 # 4 HORIZ. REBAR TOP & BOTTOM AND MID HEIGHT
 - 4 FINISH SURFACE, SEE CONST DWG
 - 5 FINISHED GRADE/SURFACE, SEE CONST DWG
 - 6 COMPACTED SUBGRADE

C CONCRETE SEATWALL
SCALE: 1/2" = 1'-0"

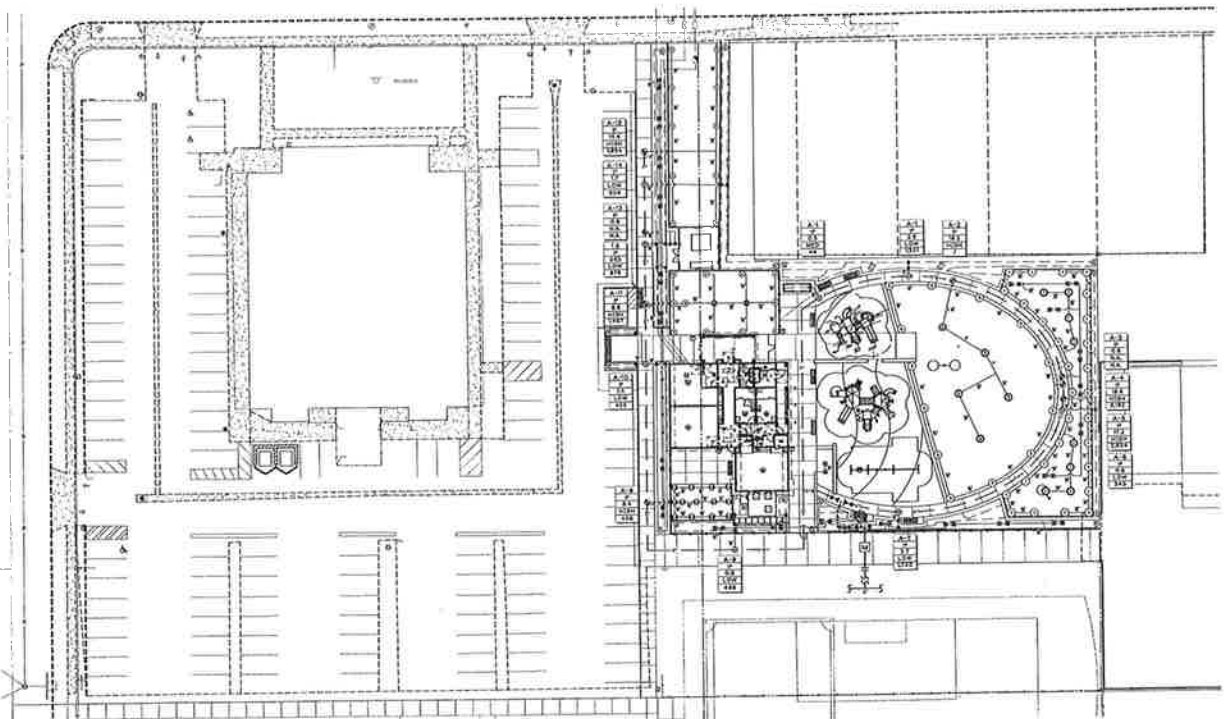
RECEIVED
MAY 13 2018
CITY OF FRESNO
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

PROJECT: **Saint Rest Baptist Church Classroom Building**
Fresno, California
SHEET: Construction Details

DRAWING SET INFORMATION:

NO. 2018-01	CONSTRUCTION DETAILS
REVISIONS:	
PROJECT NUMBER	2017-46
SHEET NUMBER	L-1





IRRIGATION LEGEND FOR IRRIGATION EQUIPMENT

SYMBOL	DESCRIPTION
(Symbol)	SEE DESCRIPTION AND MANUFACTURER'S INSTRUCTIONS BY OWNER.
(Symbol)	NEW OR WATER METER AND USE METER LINE - INSTALLATION BY CITY OR PUBLIC.
(Symbol)	IRRIGATION CONTROLLER - MANUFACTURER'S MODEL NUMBER AND SERIAL NUMBER - SEE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION AND OPERATION. THE MANUFACTURER WILL BE INSTALLED IN A CABINET AS PER THE MANUFACTURER'S INSTRUCTIONS. COMPANY: AEMER, MODEL: (Symbol)
(Symbol)	PISTON VALVE - INSTALLATION BY CITY OR PUBLIC. COMPANY: AEMER, MODEL: (Symbol)
(Symbol)	PISTON VALVE - MANUFACTURER'S MODEL NUMBER AND SERIAL NUMBER - SEE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION AND OPERATION. COMPANY: AEMER, MODEL: (Symbol)
(Symbol)	PISTON VALVE - MANUFACTURER'S MODEL NUMBER AND SERIAL NUMBER - SEE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION AND OPERATION. COMPANY: AEMER, MODEL: (Symbol)
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(Symbol)	PISTON VALVE - MANUFACTURER'S MODEL NUMBER AND SERIAL NUMBER - SEE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION AND OPERATION. COMPANY: AEMER, MODEL: (Symbol)

IRRIGATION LEGEND FOR SPRINKLER HEADS

SYMBOL	DESCRIPTION
(Symbol)	UPPER SPRINKLER HEAD
(Symbol)	LOWER SPRINKLER HEAD
(Symbol)	UPPER SPRINKLER HEAD
(Symbol)	LOWER SPRINKLER HEAD
(Symbol)	UPPER SPRINKLER HEAD
(Symbol)	LOWER SPRINKLER HEAD
(Symbol)	UPPER SPRINKLER HEAD
(Symbol)	LOWER SPRINKLER HEAD
(Symbol)	UPPER SPRINKLER HEAD
(Symbol)	LOWER SPRINKLER HEAD

NOTE:
FOR LIMIT OF WORK
SEE SHEET L-1



PAUL HALAJIAN ARCHITECTS

 309 Clark Avenue, Suite 100

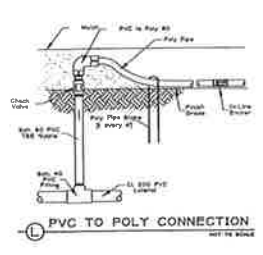
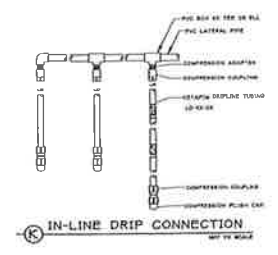
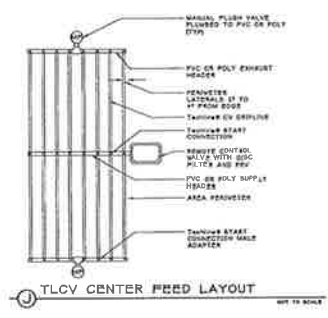
 Clovis, CA 95612-1185

 T: 559.287.7500 F: 559.297.7590

 www.halajianarch.com

RECEIVED
 MAR 13 2018
 OFFICE OF THE COUNTY CLERK
 BUTTE COUNTY, CALIFORNIA
 APPROVED FOR RECORD
 MAR 13 2018
 PROJECT: **Saint Rest Baptist Church Classroom Building**
 Fresno, California
 SHEET: **irrigation Plan**

DRAWING SET INFORMATION
 PROJECT NUMBER: **2017-46**
 SHEET NUMBER: **L-5**



HYDROZONES

As Shown in this Drawing		Manufacturer's Designation		Equivalent Active Material	
Symbol	Notes	Symbol	Type	Symbol	Notes
H-1	2000	H-1	2000	H-1	2000
H-2	2000	H-2	2000	H-2	2000
H-3	2000	H-3	2000	H-3	2000
H-4	2000	H-4	2000	H-4	2000
H-5	2000	H-5	2000	H-5	2000
H-6	2000	H-6	2000	H-6	2000
H-7	2000	H-7	2000	H-7	2000
H-8	2000	H-8	2000	H-8	2000
H-9	2000	H-9	2000	H-9	2000
H-10	2000	H-10	2000	H-10	2000
Total	11000	Total	11000	Total	11000

PH
PAUL HALAJIAN ARCHITECTS
 385 Clovis Avenue, Suite 100
 Clovis, CA 93240-1185
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 JUN 13 2017
 CITY OF FRESNO
 PUBLIC WORKS DEPARTMENT

PROJECT:
Saint Rest Baptist Church Classroom Building
 Fresno, California
 SHEET: Irrigation Details

DRAWING SET INFORMATION

REVISIONS

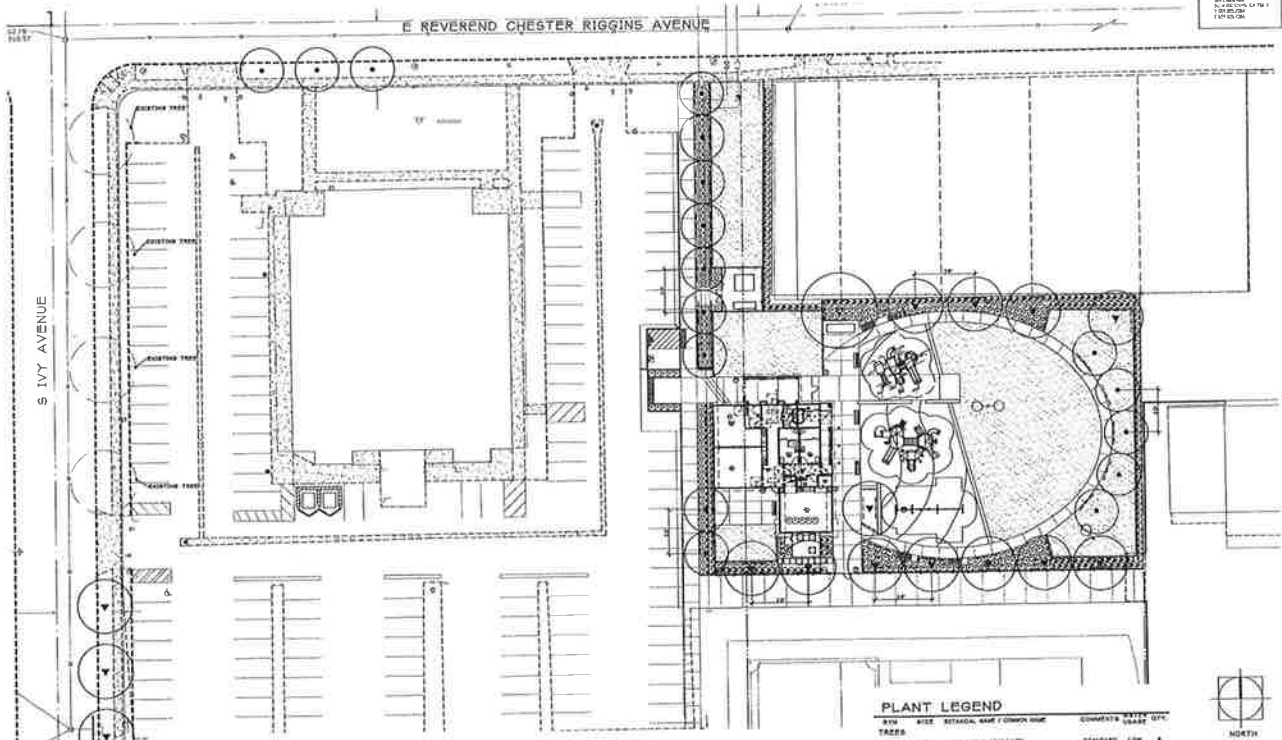
NO.	DATE	DESCRIPTION

PROJECT NUMBER: 2017-46
 SHEET NUMBER: L-7



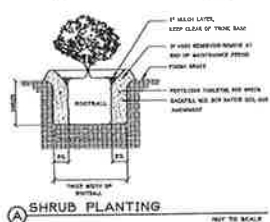
BROUSSARD ASSOCIATES
 Landscape Architects
 875 SOUTH AVENUE
 FRESNO, CA 93726
 TEL: 558.237.7800

PH
PAUL HALAJIAN ARCHITECTS
 389 Davis Avenue, Suite 100
 Clovis, CA 93218-1188
 T: 558.237.7800 F: 558.237.7850
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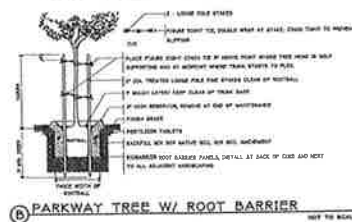


PLANT LEGEND

SYM	SIZE	RETICAL NAME / COMMON NAME	COMMENTS	DEPTH	QTY.
TREES:					
■	18 DBL	LEUCODENDRON BILLYE / BAY LARD	STANDARD	LOW	6
▲	18 DBL	LEUCODENDRON BILLYE / BAY LARD	STANDARD	LOW	6
△	18 DBL	LEUCODENDRON BILLYE / BAY LARD	STANDARD	LOW	6
○	30" DBL	LEUCODENDRON BILLYE / BAY LARD	MULTI-TRUNK	MED	1
□	30" DBL	LEUCODENDRON BILLYE / BAY LARD	MULTI-TRUNK	MED	1
SHRUBS:					
■	48"	FRAXINUS AMELIX / OLIVE TWIG	W/CC	LOW	14
■	48"	FRAXINUS AMELIX / OLIVE TWIG	W/CC	LOW	14
■	48"	FRAXINUS AMELIX / OLIVE TWIG	W/CC	LOW	14
■	48"	FRAXINUS AMELIX / OLIVE TWIG	W/CC	LOW	14



A SHRUB PLANTING
 NOT TO SCALE



B PARKWAY TREE W/ ROOT BARRIER
 NOT TO SCALE

NOTE:
 FOR LIMIT
 OF WORK
 SEE SHEET
 L-1

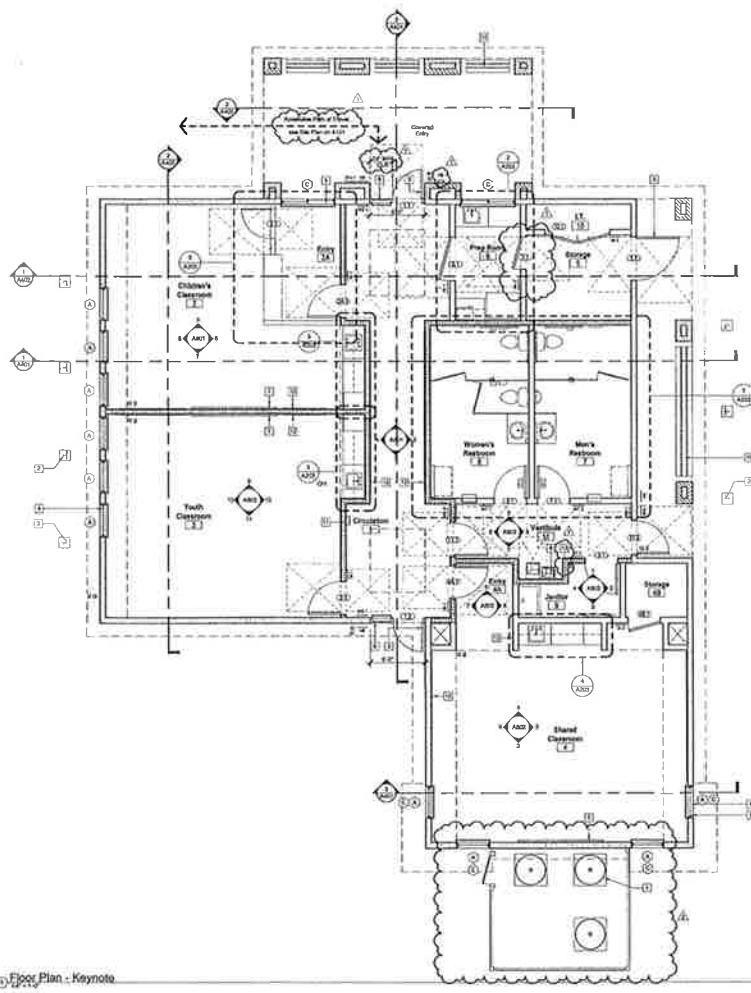
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 JUL 13 2017
 10:00 AM
 SAINT REST BAPTIST CHURCH

PROJECT:
Saint Rest Baptist Church Classroom Building
 Fresno, California

REVISIONS:

PROJECT NUMBER:
 2017-46

SHEET NUMBER:
 L-6



1. Floor Plan - Keynote

General Notes

- 1) Dimensions apply to the interior only.
- 2) Dimensions with "MIN" "CUT" "MAX" "CUT" or "AS SHOWN" are measured from face of wall and floor.
- 3) For missing heights, see detail 1 / A201.
- 4) For door elevations, see detail 1 / A201.
- 5) All door swing directions are as noted on each door. Check with Owner prior to construction and installation.
- 6) For finish and color selections including wall textures, see general Schedule and 3 / A201.
- 7) For finish, stain and material selections, see 3 / A201.
- 8) Provide building perimeters by CEILING/ROOF details including but not limited to perimeter window egress, interior and exterior finishes, etc. See 3 / A201.

Wall Legend

Note: See Finish Schedule in A201 for more information.

- Wall Type A - Typical Exterior, see detail 1 / A201
- Wall Type B - Typical Interior, see detail 1 / A201
- Wall Type C - Acoustic Interior, see detail 1 / A201
- Wall Type D - Embold Furring, see detail 4 / A201

Keynotes

- 1) Emergency exit sign - See Schedule
- 2) Emergency exit door - See Schedule
- 3) Fire alarm pull station - See Schedule
- 4) Fire alarm control panel - See Schedule
- 5) Fire alarm notification device - See Schedule
- 6) Fire alarm annunciator - See Schedule
- 7) Fire alarm control panel - See Schedule
- 8) Fire alarm pull station - See Schedule
- 9) Fire alarm control panel - See Schedule
- 10) Fire alarm notification device - See Schedule
- 11) Fire alarm annunciator - See Schedule
- 12) Fire alarm control panel - See Schedule
- 13) Fire alarm pull station - See Schedule
- 14) Fire alarm control panel - See Schedule
- 15) Fire alarm notification device - See Schedule
- 16) Fire alarm annunciator - See Schedule
- 17) Fire alarm control panel - See Schedule
- 18) Fire alarm pull station - See Schedule
- 19) Fire alarm control panel - See Schedule
- 20) Fire alarm notification device - See Schedule
- 21) Fire alarm annunciator - See Schedule

Floor Plan Legend

--- Solid line: See Schedule or detail 1 / A201 or 3 / A201

--- Dashed line: See Schedule or detail 1 / A201 or 3 / A201

- W: Window, Tap, see A201
- D: Door, Tap, see A201
- K: Keynote, Tap, see legend
- : Elevation
- : Ceiling, Joist, Joist, etc.
- : Mechanical Equipment, see Schedule
- : Electrical Equipment, see Schedule
- : Plumbing Equipment, see Schedule
- : Fire Alarm Equipment, see Schedule
- : Security Equipment, see Schedule
- : Signage, see Schedule
- : Storage, see Schedule
- : Utility Equipment, see Schedule
- : Other Equipment, see Schedule

PH

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 Clovis, CA 93312-1155
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REGISTERED ARCHITECT
 CALIFORNIA
 No. A2034

APPROVED
 2017-46
 2017-11

PROJECT: Saint Rest Baptist Church Classroom Building
 Fresno, California

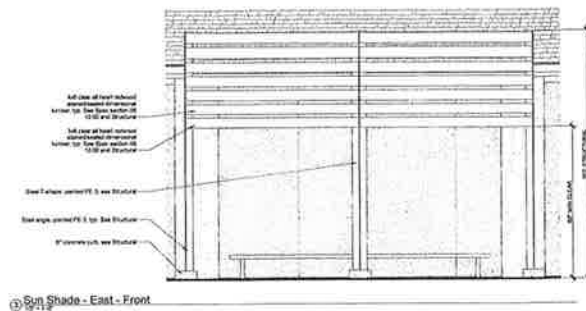
SHEET: Floor Plan - Keynote

DRAWING SET AND CANNOTIONS:

REVISIONS:

PROJECT NUMBER: 2017-46

SHEET NUMBER: A201



10 Sun Shade - East - Front

General Notes

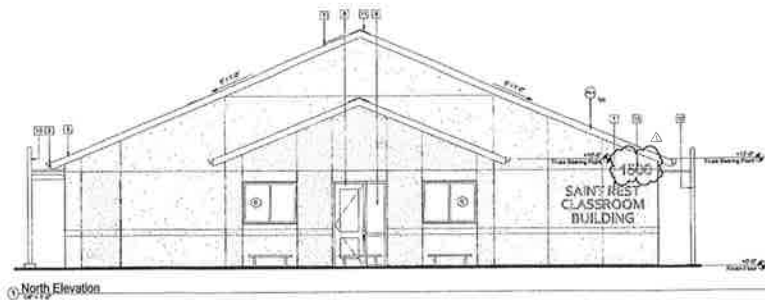
- 1) Elevation apply to the sheet only
- 2) For more information on windows and doors, see Schedule on A301
- 3) For color finish location and details, see Finish Plan on A302

Legend

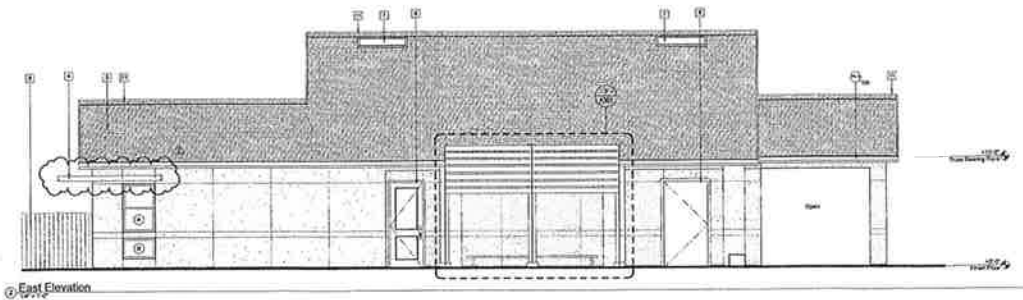
- Glass window, by See Specification section 05 24 23
- Plastic window, by See 05 24 23

Keynotes

1. Steel fabric, 10'
2. Steel angle, 10'
3. Frame, see not shown
4. Window, see not shown
5. Composite of angles, by See Specification section 05 24 23
6. Steel frame, by See Schedule
7. Steel window, by See Specification section 05 24 23
8. Steel frame, by See Schedule A301
9. Window, see not shown
10. Window, see not shown
11. Steel angle, by See Specification 05 24 23
12. Steel window, by See Specification 05 24 23



10 North Elevation



10 East Elevation

PH

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 388 Costa Ave, Suite 101
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 T: 502.287.7900 F: 502.287.7960
 www.paulhalajian.com

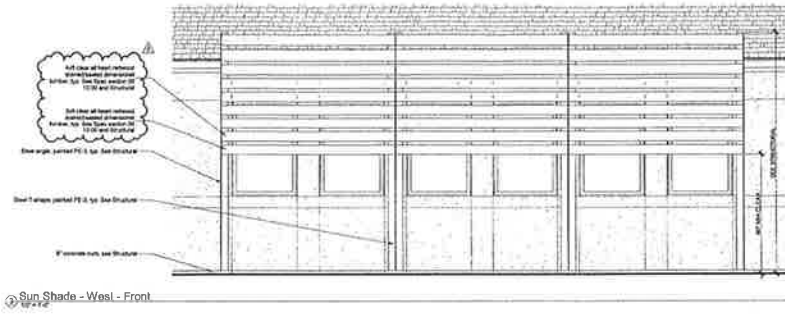
REGISTERED ARCHITECT
 PAUL HALAJIAN
 No. 43218
 State of California

PROJECT: Saint Rest Baptist Church Classroom Building
 Fresno, California
 SHEET: Exterior Elevations

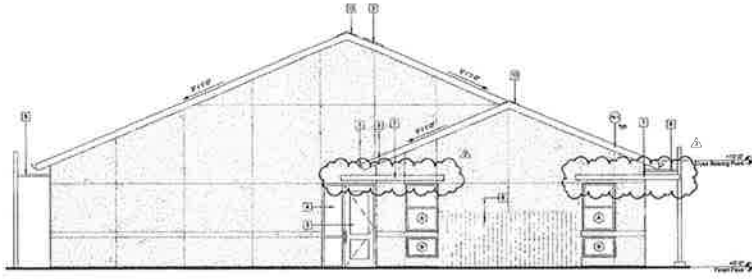
DRAWING SET INFORMATION

10/10/17	Final Review
10/10/17	Final Review
10/10/17	Final Review
10/10/17	Final Review
10/10/17	Final Review

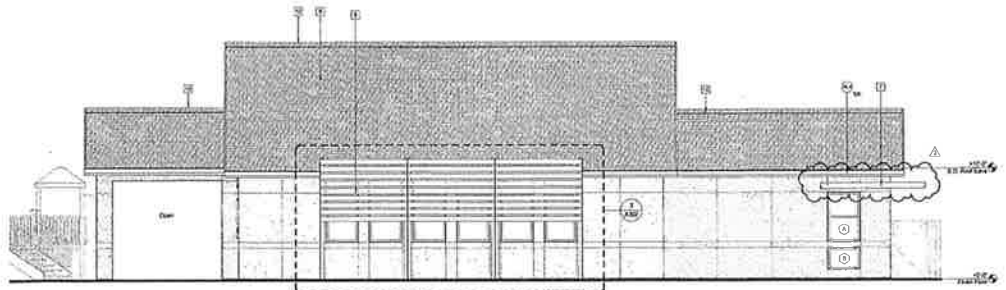
PROJECT NUMBER: 2017-46
 SHEET NUMBER: A301



② Sun Shade - West - Front



③ South Elevation



④ West Elevation

General Notes

- 1) Refer to notes in the contract.
- 2) For more information on windows and doors, see Schedule or A701.
- 3) For exterior finish and details, see Part 05 or A702.

Legend

- 1. Shaded area, per the Specification Section 05 21 27
- 2. Fabricator, per the Specification Section 05 21 27

Keynotes

- 1. Steel structure, per the Specification Section 05 21 27
- 2. Fabricator, see roof details
- 3. Structural steel, per the Specification Section 05 21 27
- 4. Reinforcement detailing window frames
- 5. Steel angles per the Specification Section 05 21 27
- 6. Steel T angles per the Specification Section 05 21 27
- 7. Vertical steel angle, per the Specification Section 05 21 27
- 8. Complete roof structure, per the Specification Section 05 21 27
- 9. Ridge vent, per the Specification Section 05 21 27

PH

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PROJECT: Saint Rest Baptist Church Classroom Building Fresno, California

SHEET: Exterior Elevations

DRAWING SET INFORMATION	
1/1	1/1
1/1	1/1
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PROJECT NUMBER: 2017-46

SHEET NUMBER: A302

Exhibit B
Unconditional Waiver and Release on Progress Payment

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:
