



FAX **FRESNO AREA**
EXPRESS

INVITATION FOR BID (IFB) FOR:

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING
LOT SHADE STRUCTURE

BID FILE NO. 12600990

SCHEDULED BID OPENING:
TUESDAY, APRIL 28, 2026



PROCUREMENT SPECIALIST: TAMRA TORRENCE



Purchasing@Fresno.Gov
(559) 621-1153

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

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INTRODUCTION

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
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NOTICE INVITING BIDS

Sealed or electronic bids will be received at the office of the Purchasing Manager of the City of Fresno for the following:

**CITY OF FRESNO
FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE**

BID FILE NUMBER: 12600990

The scope of work includes providing labor and materials to install approximately 140X24 feet of a covered shade structure over the front parking stalls of the Fresno Area Express Administration Building parking lot.

The Construction Allocation is: \$200,000.00

Bids will be taken on complete work, in accordance with Plans and Specifications on file in the office of the Purchasing Manager, 2101 G Street, Bldg. A, Fresno California, 93706, or via Planet Bids, phone number (559) 621-1332.

Specifications for these items can be downloaded at the City's online website at:

<http://www.fresno.gov>. Click Business (at the top of the screen), under the "Doing Business" section, click "Bid Opportunities".

Bids will be accepted electronically via Planet Bids or by paper only.

Bid Proposals must be filed electronically or with the Purchasing Manager prior to the bid opening at 3 p.m. on Tuesday, April 28, 2026, when the bids will be publicly opened and recorded. Electronically filed is defined as by means of electronic equipment or devices. Join the bid opening meeting at <https://fresno.zoomgov.com/j/1619517892> or call (669) 254-5252, meeting ID 161 951 7892.

Pre-Bid Conference

A pre-bid conference will be held at 10:00 a.m., on April 16, 2026. City Staff will be present to answer any questions regarding the Specifications and bid process, Prospective Bidders are encouraged to attend. Please join my meeting from your computer, tablet or smartphone using the ZOOM link provided: <https://fresno.zoomgov.com/j/1611511032>, you may also join by phone: 1 (669) 254-5252, Meeting ID: 161 151 1032.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist on the cover at (559) 621-1153 or Purchasing@fresno.gov.

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All proposals must be made on the Bid Proposal Form provided by the Purchasing Manager and must be accompanied by a Bid Deposit in the amount of **TEN PERCENT (10%) of the Total Net Bid Amount** (or, in bids with Add Alternates, the highest possible combination of the Base Bid plus Add Alternates) in the form of a certified or cashier's check, an irrevocable letter of credit, or a certificate of deposit or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno; or the Bidder shall have registered with the Purchasing Manager of the City an annual bid bond sufficient to provide coverage in such amount. All Bid Deposits will be held until a Contract has been executed with the successful Bidder or all bids have been rejected. Copies of Bid Deposits may be submitted electronically, except for a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid file number prior to the bid opening.

No bids will be considered for award unless the bidder, at the time of bid opening, is licensed with a valid Class A or Class B Contractors License issued by the State of California. Contractor must hold or subcontract with a valid C-31 Traffic Control contractor.

A 100 percent Payment Bond and 100 percent Performance Bond for all public works contracts must be filed with the Contract Documents and approved by the City before the Contractor enters upon performance of the Work.

The City of Fresno hereby notifies all Bidders that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

The City of Fresno reserves the right to reject any and all proposals.

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**INSTRUCTIONS TO BIDDERS
CITY OF FRESNO**

**FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
BID FILE NUMBER: 12600990**

BID PROPOSALS WILL BE CONSIDERED FOR AWARD ONLY IF THE BIDDER HAS COMPLIED WITH THE FOLLOWING:

1. Bid Proposals shall be submitted on the forms furnished by the Purchasing Manager, with all documents listed on the Bidder's Checklist, completely filled out, properly signed by the Bidder and delivered, under sealed cover and plainly marked to the Office of the Purchasing Manager, 2101 G Street, BLDG A, Fresno, California, 93706 or electronically filed utilizing Planet Bids, prior to the date and time specified in the Notice Inviting Bids, when all bids will be publicly opened and recorded. Bids received at 3:00 p.m. or after will **not** be accepted. The time stamp in the Purchasing Division will be the official clock for documenting the time of filing. Electronically filed is defined as by means of electronic equipment or devices.

In the event that both a paper and electronic bid for the same project is submitted, the City will use and accept the electronic version as the authorized submittal.

2. A Bid Deposit has been made in accordance with either paragraph (a) or paragraph (b), below. **A bid without a proper Bid Deposit will be automatically rejected.**

- (a) **BID DEPOSIT.** Bidders must submit a Bid Deposit in the amount of **TEN PERCENT (10%) of the Total Net Bid Amount** with their Bid Proposal. Such Bid Deposit shall be in the form of a certified or cashier's check, an irrevocable letter of credit or a certificate of deposit payable to the City of Fresno, or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno. Such Deposit shall be retained by the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will within 10 working days from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. No Bid Deposits will be returned to Bidders until either a Contract has been executed for all items awarded, or all bids have been rejected. Bid bonds will not be returned, except upon bidder's written request. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the

Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

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- (b) **ANNUAL BIDDERS BOND.** If the Bidder contemplates submitting bids from time to time during a period of one (1) year for the furnishing of certain materials, supplies or services to the City of Fresno, the Bidder may cover all such bids by a single Annual Bidder's Bond instead of a separate bond for each bid. If such an Annual Bidder's Bond is registered with the Purchasing Manager of the City of Fresno, and is currently valid, it shall be deemed to accompany each and every bid submitted, provided such bond is in a sufficient amount to provide the required Deposit for all of the Bidder's proposals then outstanding. It shall be stated upon the Bid Proposal that such an Annual Bidder's bond is registered with the Purchasing Manager of the City of Fresno.

CONTRACT DEFINITIONS

Attention of Bidders is especially directed to all provisions of the Contract Documents, as defined in the GENERAL CONDITIONS.

PREVAILING WAGE

The work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82-297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft, classification, or type of worker needed in the execution of Contracts for the City. Information specific to the Work to be done under this Contract can be obtained by contacting the Contract Compliance Officer at the City of Fresno office of Construction Management, (559) 621-8880.

This project is subject to the payment of State Prevailing wage rates.

VERIFICATION OF WORK

All dimensions and quantities noted on the Plans, exhibits, etc., are approximate. Before submitting a Bid Proposal, Bidders should inspect the Work site to verify the Work and the conditions under which the Work will be performed. The submittal of a Bid Proposal shall be considered prima facie evidence that the Bidder has reviewed the Specifications, job site and conditions; is fully aware of the required Work and Work conditions and has included within the Bid Proposal the appropriate amounts covering the cost of execution of the Work in accordance with such Specifications, job site and conditions.

SUBCONTRACTORS

The Prime Contractor shall include with the Bid Proposal the name, location and license number of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement,

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or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Subcontractor Information – Detail concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, shall be submitted by the prime contractor within 1 working day after the time of bid opening.

The Prime Contractor shall list only one subcontractor for each portion of work as is defined by the prime contractor in his/her bid.

PRE-BID CONFERENCE

A pre-bid conference may be held at the time and place listed in the Notice Inviting Bids. Prospective Bidders are encouraged to attend. City Staff will be present to answer any questions regarding the Specifications, and there may be an inspection tour of the job site(s).

PROMPT PAYMENT TO SUBCONTRACTORS

All Contracts and Subcontracts (all tiers), shall contain the following provisions:

- (a) Prompt Progress Payment to Subcontractors. A prime contractor or subcontractor shall pay a subcontractor not later than 7 days of receipt of each progress payment in accordance with Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction, and other remedies of that section. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.
- (b) Prompt Payment of Withheld Funds to Subcontractors. The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the

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contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

ASSURANCE

The Contractor shall comply with the following assurance and require that each subcontract include the same assurance by each of its subcontractors:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy or sanction as may be available. Contractor will contain this paragraph in each of its subcontracts and require the same of its subcontractors.

QUESTIONS, CLARIFICATIONS AND CONCERNS

The Specifications describing this project have been carefully prepared. **Any questions or concerns relating to these Specifications shall be directed in writing via e-mail to Purchasing@fresno.gov.** Please include the bid file number and the title of the project in the subject heading of your e-mail.

Questions will be accepted only up to 5 working days prior to the bid opening date to allow the City, if necessary, to issue an addendum to all bidders stating revisions, deletions, or additions to be made to the Specifications, as a result of any questions. If questions arise after the deadline, please contact the designated Procurement Specialist of Purchasing Division, but The City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

CONTACTS WITH CITY STAFF

Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Bidder non-responsible.

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CONSTRUCTION ALLOCATION

The Construction Allocation listed in the Notice Inviting Bids is given for informational purposes only. This amount does not include other Project costs such as design, inspection, contingency and Contract compliance and is not warranted to represent the City's estimated cost of construction for this Project.

SUBSTITUTION OF MATERIALS

Where specific names are used in conjunction with materials, they are mentioned as standards, but this implies no right upon the part of the Contractor to substitute other materials or methods without permission of the Engineer.

If manufacturers or brands are used or listed in conjunction with products, equipment, or materials in these Specifications without the words "or equal," equals are allowed. Except in those instances where the product is designated as "No Substitution Allowed," the Specifications will list at least two brands or trade names of comparable quality or utility followed by the words "or equal." Where "or equal(s)" are allowed for any product, equipment, or materials, they must meet all the requirements of the Specifications to the satisfaction of the City and must be in current production.

For all "or equal(s)," Contractor shall make submittals after Notice to Proceed for evaluation. If approval as an equal is denied by the City, Contractor shall provide one of the manufacturers/brands listed in the Specifications without change in the Contract Price.

STATEMENT OF QUALIFICATIONS

Bidders who desire to participate in the formal bidding process of the City of Fresno for public works projects must, (a) have on file with the Office of the Purchasing Manager of the City of Fresno; or (b) must submit with the Bid Proposal, a "Statement of Qualifications," including Schedules "A-1" and "A-2." The Statement must be filed annually. Statements that are older than one year are no longer valid, which may render a bid nonresponsive.

EXCEPTIONS

Any exceptions taken at the time of or after bid submittal, may render the bid nonresponsive. Attachments by Bidders which include legal terms and conditions that conflict with the GENERAL CONDITIONS may be considered an exception, and Bidder may, therefore, be considered nonresponsive.

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ERRORS AND OMISSIONS

Errors and omissions by the Bidder will be dealt with in accordance with the California Public Contract Code including but not limited to sections 4107.5 and 5103.

BID APPEAL PROCEDURE

The City has an appeal procedure in place as adopted by the City Council on April 29, 2003, in Resolution No. 2003-129. Any Bidder wishing to file an appeal should refer to that Resolution. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

Once City staff has reviewed and evaluated the bid proposals received and has determined the lowest responsive and responsible Bidder for award, that determination will be posted on a public bulletin board outside the Purchasing Division's Office and on the City's website www.fresno.gov, *Departments, General Services, Purchasing, Anticipated Formal Bid Awards*, a minimum of 5 working days prior to Council action to award a Contract for the project/purchase. The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested bidders to seek this information from either of these sources.

Should bidders wish to appeal the staff determination, appeals must be received in writing and conform to the requirements under Resolution No. 2003-129 within five working days from the time the determination is posted. "Working day" means a City of Fresno regular business day. In no event will appeals be accepted later than 5 p.m. on the day before Council is scheduled to take action on the Contract award. Appeals must be submitted to the following:

City of Fresno - Purchasing Division
2101 G Street, Bldg. A
Fresno, California 93706
FAX Number (559) 457-1244

Letters of appeal must clearly state why it is felt the staff's determination of bid award is to someone other than the lowest responsive and responsible Bidder, or outside the procedural requirements for the submission and opening of bids.

Appeals not submitted within the stated time will not be honored and the City will proceed to award the Contract.

REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this

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competitive procurement process.

Any Respondent, Bidder, Proposer, or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>, under "Government" on the top left portion of the home page click on the "City Clerk", then click on "Fresno Municipal Code and City Charter" located to the right of the page. Or view the Fresno Municipal Code directly at: https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_C_H4CIPUCOSA

DEBARMENT

A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

The City of Fresno hereby notifies all Bidders that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access, and opportunity for participation in the performance of all construction contracts, professional service contracts, and procurement of supplies, equipment, and other services. Therefore, the City requests that a Bidder who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices.

Furthermore, the City of Fresno hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this

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invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

ACH Payment Initiative - Electronic Payment

Bidders shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the bidder shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The bidder shall comply with the Controller's procedures to authorize electronic payments. Bidder acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

ADA

Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require bidder to comply with these accessibility requirements if they are awarded a contract.

DIVISION I – BIDDING AND CONTRACT DOCUMENTS

Summary:

Division I - Introduces the bidder to a brief description of the work to be accomplished and instructions on how proposals are to be submitted to The City.

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BIDDER'S NAME: _____
(Submit with Bid Proposal)

BIDDER'S CHECKLIST
CITY OF FRESNO
FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
BID FILE NUMBER: 12600990

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column. Documents required on the checklist but not included may render your bid nonresponsive and ineligible for award. Bids received by the City by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted. Copies of Bid Deposits may be submitted electronically and separately, except for a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

REQUIRED

- ☒ 1. **BID PROPOSAL** pages 18 through 19
- ☒ 2. **TIME OF COMPLETION/LIQUIDATED DAMAGES**, page 20
- ☒ 3. **BID DEPOSIT** attached to front of Proposal in the form of:
 - ☐ Certified Check ☐ Bidder's Bond
 - ☐ Cashier's Check ☐ Irrevocable Letter of Credit
 - ☐ Certificate of Deposit ☐ Annual Bidder's Bond
- ☒ 4. **CONTRACTOR'S LICENSE** information, page 23
- ☒ 5. **LIST OF SUBCONTRACTORS**, page 24
- ☒ 6. **CERTIFICATION**, (Comptroller General's List), page 25
- ☒ 7. A valid **STATEMENT OF QUALIFICATIONS** including Schedules "A-1 and "A-2" must be on file with the Office of the Purchasing Manager of the City of Fresno at the time of the bid opening. page 27
- ☒ 8. **NON-DISCRIMINATION CLAUSE**, page 30
- ☒ 9. **NON-COLLUSION AFFIDAVIT**, page 31
- ☒ 10. **CERTIFICATION FOR LOCAL PREFERENCE**, if applicable, page 33
- ☒ 11. **SIGNATURE PAGE**, page 34
- ☒ 12. **ADDENDA** - Signature page of all Addenda issued, if applicable.
- ☐ 13. **PRE-BID CONFERENCE** - A company representative attended the pre-bid conference held on APRIL 16, 2026.

If one of the three lowest bidders, submit within one working day from the date of the bid opening:

- ☒ 14. **SUBCONTRACTOR INFORMATION - DETAIL**, If bidder lists subcontractors on page 24, this form is to be submitted to the Purchasing Division within one working day.

(Continued)

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BIDDER'S NAME: _____
(Submit with Bid Proposal)

SUBMITTED BY:

Name of Company _____ Contact Name _____

Address _____ City _____ State _____ Zip _____

Phone No. _____ Fax No. _____

E-Mail Address: _____

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BIDDER'S NAME: _____
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BID PROPOSAL
CITY OF FRESNO
FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
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TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO:

The undersigned Bidder, having carefully examined the location of the hereinafter described work, plans and/or specifications, therefore, hereby proposes to furnish, all, in strict accordance with said plans and/or specifications, the materials, labor, and equipment necessary to complete the project for the prices set forth in the following bid items:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	LUMP SUM	Mobilization	LUMP SUM	\$ 5,000*
2.	LUMP SUM	Mediator (Owner's 50% Share, See Page 71 of General Conditions)	LUMP SUM	\$ 5,000**
3.	LUMP SUM	Pedestrian and Vehicular Traffic Control	LUMP SUM	\$ _____
4.	LUMP SUM	Clearing & Grubbing	LUMP SUM	\$ _____
5.	LUMP SUM	Furnish & Install Shade Structure	LUMP SUM	\$ _____
TOTAL NET BID AMOUNT:				\$ _____

The Total Net Bid Amount is _____ Dollars and _____ Cents.

(Continued)

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BIDDER'S NAME: _____
(Submit with Bid Proposal)

Completion of Bid Proposal Form to be Eligible for Award. Bidders must bid all bid items (including any Alternates). The Bidder may be deemed non-responsive and ineligible for award in the event Bidder fails to initial this paragraph on the line provided and completely fill in this Bid Proposal Form including, without limitation, all dollar amounts, and information called for on this Bid Proposal Form. By his/her initials to the right hereof, Bidder represents that he/she has read and understands the consequences of not completely filling in this Bid Proposal Form.

Initial

*This item has been determined to be \$5,000.00 as noted in the "Explanation of Bid Items," page D2.

**This item has been determined to be \$5,000.00 as noted in the "Explanation of Bid Items," page D2.

The Bid Prices set forth herein shall include any and all applicable taxes.

The actual requirement of The City may be more or less than quantities specified. The City will pay for only those items which it actually orders during the contract term.

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BIDDER'S NAME: _____
(Submit with Bid Proposal)

TIME OF COMPLETION/LIQUIDATED DAMAGES

The Contractor shall diligently perform the work to completion for all bid items before the expiration of **NINETY (90) CALENDAR DAYS** from the date of the Notice to Proceed.

It is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, and agreed, liquidated damages, and not as a penalty, the sum of **FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00)** per day for each calendar day of delay in completion of the work from the date for completion as specified herein or in any written extension of time granted by the City.

NOTE: The following shall apply to all bid items:

TIME OF COMPLETION AS SPECIFIED WILL BE ENFORCED.
LIQUIDATED DAMAGES WILL BE DEDUCTED FROM PAYMENTS.

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Bidder's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all Addenda are part of the Bid Proposal. Signing the Bid Proposal on the signature page thereof shall also constitute signature on all Addenda.

PRECEDENCE OF BID PRICES

In the event of discrepancies between the bid total, summaries of totals and unit price extensions, the unit price correctly extended will control over the summaries of totals, and the summaries of totals correctly added will control over the total, whether the summaries of totals are extended unit prices or lump sums.

RIGHT TO REJECT ANY AND ALL BIDS

The City reserves the right to reject any and all bids.

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal)

TIME PERIOD TO AWARD/REJECT BIDS

The undersigned Bidder agrees that the City may have **SIXTY-FOUR (64) DAYS** from the date bids are opened to accept or reject this Bid Proposal. It is further understood that if the Bidder to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to the next lowest responsive and responsible Bidder, who shall be bound to perform as if he/she had received the award in the first instance. No Bid Proposal may be withdrawn prior to award within that time.

AWARD OF CONTRACT

When bids are submitted to the Council, the award will be made to the lowest responsive and responsible Bidder, subject to the right to reject any and all bids.

MINOR IRREGULARITIES

The City reserves the right to waive any informality or minor irregularity that does not have a monetary consideration when it is in the best interest of the public and of the City to do so. A discrepancy that offers a Bidder an unfair advantage will cause the bid to be nonresponsive.

CITY ENGINEER'S QUANTITY ESTIMATE

All bids will be compared with the City Engineer's Estimate of the quantities of work to be done.

TIEBREAKER

In the event a tiebreaker is needed to establish the lowest responsive and responsible Bidder, the City shall, unless otherwise agreed upon by all participating parties, utilize a coin toss as a tiebreaker to be administered by a third party chosen by mutual consent of the participants. Such coin toss shall take place within 7 working days from the date of bid opening. If the City determines that a tiebreaker is necessary, each applicable Bidder agrees to participate or to indemnify The City in any litigation resulting from the utilization of the tiebreaker. If a Bidder refuses to timely participate, the City shall conduct the coin toss in a manner determined by the City to be fair to all and the results of such coin toss shall be final.

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID DEPOSIT

Accompanying this bid proposal, if a paper copy, is a Bid Deposit in the amount of **TEN PERCENT (10%) OF THE TOTAL NET BID AMOUNT** (or, in bids with Add Alternates, the highest possible combination of the Base Bid plus Add Alternates) in the following form:

☐	Certified Check	☐	Bidder's Bond
☐	Cashier's Check	☐	Irrevocable Letter of Credit
☐	Certificate of Deposit	☐	Annual Bidder's Bond

Note: Company Checks are NOT acceptable

Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

Bid Deposit which is deposited by the undersigned Bidder with the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will, within 10 working days from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. If the Deposit is in the form of an Annual Bidder's Bond, the bond must be heretofore registered with the Purchasing Manager and must be in the amount of not less than the greater of **Ten Percent (10%) of the Total Net Bid Amount or TEN PERCENT (10%) of the highest possible combination of the Base Bid plus Add Alternates.**

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Bidder and the corporate surety.

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal)

CONTRACTOR'S LICENSE

The undersigned Bidder holds a valid Class _____ State of California
Contractor's License. The License Number is _____ and was issued on
_____.

Expiration date: _____.

BUSINESS LICENSE

() The undersigned bidder has a current City of Fresno Business License

Number: _____.

If the successful bidder does not have a City of Fresno Business license, he/she shall
obtain such a license prior to the issuance of a Notice to Proceed for the Work and
maintain in effect throughout the term of this Contract.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

Registration Number: _____ and Expiration Date: _____

CALIFORNIA LABOR CODE SECTION 1777.5

PLEASE ANSWER YES OR NO: Was the undersigned Bidder in the last six months
determined to have willfully failed to comply with the provisions of California Labor Code
Section 1777.5 relating to apprentices on Public Works?

YES _____ NO _____

SUBLETTING OR ASSIGNING THE CONTRACT

Pursuant to Required Contract Provisions Federal-Aid Construction Contracts, Appendix
C, **the Contractor shall perform with its own organization Contract work amounting
to not less than 30 percent of the original total Contract Price (i.e., the total net bid
amount)** and not less than 30 percent of each possible combination of the Base Bid plus
Add Alternate(s), if applicable, excluding specialty items designated by the City on the bid
proposal.

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal)

LIST OF SUBCONTRACTORS

Pursuant to the provisions of California Public Contract Code **sections 4100 to 4113 inclusive**, the undersigned hereby designates below, for the Project, opposite various portions of work, the names, locations and license numbers of the places of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. **All work not listed below shall be performed by the undersigned Bidder.** It is understood that the Bidder, if awarded the Contract, shall not substitute any Subcontractor in place of the Subcontractors herein designated, or sublet or subcontract any of the work as to which a Subcontractor is not herein designated, without the written consent of the City. The subletting or subcontracting of any work for which there was no Subcontractor designated in the original bid may be permitted only in case of public emergency or necessity, and only after the City Council makes findings in a Resolution setting forth facts constituting the emergency or necessity.

List one firm only for each portion of work.

<u>NAME AND LICENSE NUMBER</u>	<u>LOCATION</u>	<u>WORK TO BE SUBLET</u>	<u>DIR NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal)

CERTIFICATE FROM COMPTROLLER

The Bidder certifies under penalty of perjury under the laws of the State of California that his or her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

– State of _____, County of _____ I, _____, being first duly sworn, do hereby state that (Name of Affiant) I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation) whose business is _____ and who resides at _____ and that _____ (Give names of all persons, firms, or corporations interested in the bid) is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Bid for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the City, is directly or indirectly interested therein.	
_____ Signature of Affiant	_____ Date
Sworn to before me this ____ day of _____, 20____. _____ Notary public My commission expires	– Seal

The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal)

UPDATE OF STATEMENT OF QUALIFICATIONS

TO: Purchasing Manager, City of Fresno

The undersigned Bidder filed with the Purchasing Manager of the City of Fresno a STATEMENT OF QUALIFICATIONS on_____, 20____. The Statement is valid for one year and must be refiled after that time.

In connection with the submission of a bid for this project, it is desired to advise the City regarding any changes in the information contained in the STATEMENT and its schedules or attachments.

The Contractor hereby declares under penalty of perjury under the laws of the State of California that the information contained in the STATEMENT OF QUALIFICATIONS (and its schedules and attachments) currently on file with the City of Fresno is correct and complete, except as stated below:

(If the information is all correct and complete, state "No Change." Otherwise, indicate the portion of the STATEMENT involved and the nature of the change or correction. Attach additional sheets if necessary.)

~~The required "Subcontractor Information - Detail" sheet will be filed with the Purchasing Manager within one working day following the opening of bids, provided the undersigned Contractor is the apparent low, second low, or third low Bidder.~~

The above Statement is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.

BIDDER'S NAME: _____

(Submit with Bid Proposal)

SCHEDULE A-1
CONSTRUCTION BIDS
POLICIES OF THE CITY OF FRESNO

1. "Responsible" and "Responsive" Bids. The following definitions of "responsible" and "responsive" apply to construction projects to be awarded by the City of Fresno.
Responsible - A responsible Bidder possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the Contract being bid.
Responsive - A Bidder whose Bid Proposal meets all of the Specifications set forth in the request for bids.
2. The City retains the right to consider the following factors in determining whether a Bidder can be expected to perform satisfactorily on a particular project:
 - a. Whether the Contractor is duly licensed to undertake the Work involved.
 - b. Whether the Contractor maintained a valid City of Fresno business license throughout the term of previous contracts with the City.
 - c. Whether the Contractor has defaulted on a Contract within the two-year period immediately prior to filing of the **STATEMENT** or update thereof.
 - d. Whether the Contractor has been found to be in violation of Apprenticeship requirements under a State Business and Professions Code or Labor Code within the two-year period immediately prior to filing of the **STATEMENT** or update thereof.
 - e. Whether the Contractor has been found guilty of failure to pay required prevailing wages on a public contract within the two-year period immediately prior to filing of the **STATEMENT** or update thereof.
 - f. Whether the Contractor has been found to be in violation of affirmative action requirements by the Office of Federal Contract Compliance Programs within the two-year period immediately prior to filing of the **STATEMENT** or update thereof.
 - g. Whether the Contractor has been formally found to be a non-responsible Bidder, for reason other than being non-responsive, by a public agency within the two-year period immediately prior to filing of the **STATEMENT** or update thereof, and the reasons for such finding.
 - h. Representative projects constructed by the Contractor within the five-year period immediately prior to filing of the **STATEMENT** or update thereof. (Note: This information may include experience by the Contractor or a principal who will be responsible for the Work. New Contractors without projects to list should provide any information that will demonstrate the ability of the Contractor to perform work for the City of Fresno.) Please fill in the form or limit your submission to one additional page (if necessary).

BIDDER'S NAME: _____

(Submit with Bid Proposal)

SCHEDULE A-2
CONSTRUCTION BIDS
CONTRACTOR'S STATEMENTS

The following information is provided in response to Section 2a. through 2h. of the POLICIES OF THE CITY OF FRESNO as contained in the applicable Schedule A-1. Where there is no information applicable, "None" or "No" has been entered. In each case where there is more than one (1) basis to say "yes", detail each such basis.

2a. Contractor's license number(s): _____
Class(es) of license(s): _____
Valid through: _____

2b. City of Fresno business license number _____

If there is no current City of Fresno business license, the undersigned certifies that such a license will be obtained prior to the issuance of a Notice to Proceed for the Work.

2c. Has the Contractor defaulted on a construction contract within the two-year period immediately prior to filing of this **STATEMENT**? _____ If the answer is "yes", attach a sheet giving the following information: Name of owner(s), title of project(s), contract amount, location of project(s), date of contract(s), date of default(s), name of bonding company(ies).

2d. Has the Contractor been found by an appropriate authority to be in violation of Apprenticeship requirements under a State Business and Professions Code or Labor Code within the two-year period immediately prior to filing of this **STATEMENT**? If the answer is "yes", attach a sheet giving the following information: Date of the finding(s), name of authority(ies), name of project(s) involved, location of project(s), name of owner(s), sanction(s) imposed.

2e. Has the Contractor been found by an appropriate authority to be in violation of prevailing wage laws on a public contract within the two-year period immediately prior to filing of this **STATEMENT**? _____ If the answer is "yes", attach a sheet giving the following information: Name of project(s), name of owner(s), name(s) of authority(ies) making the finding(s), date(s) of the finding(s), sanction(s) imposed.

2f. Has the Contractor been found by the Office of Federal Contract Compliance Programs to be in violation of affirmative action requirements within the two-year period immediately prior to filing this **STATEMENT**? _____ If the answer is "yes", attach a sheet giving the following information: Date of finding(s), name of project(s), and project owner(s), and sanction(s) imposed.

BIDDER'S NAME: _____

(Submit with Bid Proposal)

SCHEDULE A-2
CONSTRUCTION BIDS (Continued)

2g. Has the Contractor been formally found to be a non-responsible Bidder, for reason other than being non-responsive, by a public agency within the two-year period immediately prior to the filing of this **STATEMENT**?_____ If the answer is "yes", attach a sheet giving the following information: Name of body making the finding, name of project involved, reasons stated for making the finding, date of the finding.

2h. Representative projects: Please fill in the form or limit your submission to one additional page (if necessary).

1. Project Name:_____ Owner:_____

Name of Owner's Contact Person:_____

Telephone Number:_____

Contract Amount:_____

Date of Final Completion:_____

General Description of Work:_____

2. Project Name:_____ Owner:_____

Name of Owner's Contact Person:_____

Telephone Number:_____

Contract Amount:_____

Date of Final Completion:_____

General Description of Work:_____

3. Project Name:_____ Owner:_____

Name of Owner's Contact Person:_____

Telephone Number:_____

Contract Amount:_____

Date of Final Completion:_____

General Description of Work:_____

BIDDER'S NAME: _____
(Submit with Bid Proposal)

NON-DISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

BIDDER'S NAME: _____
(Submit with Bid Proposal)

NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Public Contract Code, Section 7106, the Bidder declares under penalty of perjury under the laws of the State of California that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the City of anyone interested in the proposed Contract; that all statements contained in the Bid Proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above Non-collusion Affidavit is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

Affidavit Next Page ⇒

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal)

NON-COLLUSION AFFIDAVIT (Continued)

State of _____, County of _____	
I, _____, being first duly sworn, do hereby state (Name of Affiant)	
that I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____	
and who resides at _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Bid for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the City, is directly or indirectly interested therein.	
_____ Signature of Affiant	_____ Date
Sworn to before me this ____ day of _____, 20____. _____ Notary public My commission expires	Seal

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

BIDDER'S NAME: _____
(Submit with Bid Proposal, if applicable)

**CERTIFICATION FOR LOCAL PREFERENCE FOR:
FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
BID FILE NO. 12600990**

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-108(d), as revised.

Location of Business:

Please provide street
address (No PO Box)

Primary Office ☐

Branch Office ☐

(Please mark as
applicable)

Address: _____

Phone: _____

And:

The undersigned Bidder hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

- ☐ Bidder will self-perform at least 30% of the contract amount with residents of Fresno County
☐ Not applicable.

And:

- ☐ Bidder affirms at least 50% of the total value of the contract will be performed by either the Bidder or subcontractors meeting the local preference criteria.
☐ Not applicable

BIDDER'S NAME: _____
(Submit with Bid Proposal)

SIGNATURE PAGE

By my signature on this Bid Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing statements, pages 16 through 33 and those contained herein are true and correct.

BID SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () _____ () _____
Bidding Firm Phone Fax

(2) ☐ Corp: State of Incorporation: _____
☐ Individual
☐ Partner
☐ Other: _____

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

- LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.
- LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.
- LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.
- LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign Contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes.
- (b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.
- (c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.
- (d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME

ADDRESS

NOTE: All addresses must be complete with street number, City, State and Zip Code.

SAMPLE CERTIFICATION

I, _____ certify that I am the secretary
Name

of the corporation named herein; that _____ who signed this
Name

Bid Proposal on behalf of the corporation, was then _____ of
Title

Said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly
signed for and on behalf of said corporation by authority of its governing body, as evidenced by the
attached true and correct copy of the _____.

Name of Corporation

By: _____

Name: _____

Title: _____ Secretary _____

Date: _____

SUBCONTRACTOR INFORMATION – DETAIL
(To be submitted by the three lowest Bidders within
one working day from the date of the bid opening.)

Date bids were submitted: _____

Subcontractor's Name: _____ City _____

Work to be performed on Project _____

California State License No: _____ Class: _____

Expiration Date: _____

Name of License Bonding Company: _____

Bond Number: _____

Subcontractor's Name: _____ City _____

Work to be performed on Project: _____

California State License No: _____ Class: _____

Expiration Date: _____

Name of License Bonding Company: _____

Bond Number: _____

Subcontractor's Name: _____ City _____

Work to be performed on Project: _____

California State License No: _____ Class: _____

Expiration Date: _____

Name of License Bonding Company: _____

Bond Number: _____

Subcontractor's Name: _____ City _____

Work to be performed on Project: _____

California State License No: _____ Class: _____

Expiration Date: _____

Name of License Bonding Company: _____

Bond Number: _____

Signed: _____, 20__

Name of Bidder: _____

Contractor's License Number: _____

SIGNED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA BY:

Name of Authorized Official: _____

Signature: _____

Date: _____

SAMPLE CONTRACT
CITY OF FRESNO, CALIFORNIA
PUBLIC WORK OF IMPROVEMENT
FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE STRUCTURE

THIS CONTRACT is made and entered into by and between CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and [Contractor Name], [Legal Identity] (hereinafter referred to as "Contractor") as follows:

1. Contract Documents. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: [Title] (Bid File No. [Bid File No.]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. Price and Work. For the monetary consideration of [Written Dollar Amount] dollars and [Written Cents Amount] cents (\$[Amount]), as set forth in the Bid Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer," and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. Payment. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Contractor agrees to accept electronic payment from City.

4. City Performance Contingent upon Grant Funding. Contractor acknowledges that City anticipates funding this project with grant funding from the U.S. Department of Transportation, Federal Transit Administration. In the event that CITY anticipates funding for the project will not be appropriated and received by CITY, CITY in its sole discretion may suspend Contractor's performance without any liability of City to Contractor. Further, in the event that City does not receive grant funds sufficient to meet its obligations hereunder during any City fiscal year of this Contract, City in its sole discretion may terminate the Contract without any liability of City to Contractor. Contractor shall invoice CITY for all approved work completed prior to receiving notice to suspend or terminate work plus any mutually agreed upon expenses resulting from suspension and termination of the agreement.

5. Indemnification.

To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR 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 as set forth above.

6. Trench Shoring Detailed Plan. Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

7. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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 work of this Contract and will make my subcontractors aware

of this provision. IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties."

8. Contractor's duties and services under this Contract shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement

9. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE STRUCTURE
Bid File No. 12600990

IN WITNESS WHEREOF, the parties have executed this Contract on the day, and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],
[Legal Identity]

CITY OF FRESNO,
a California municipal corporation

By: _____

By: _____
[Name], [Title]

Name: _____
(Type or print written signature.)

Title: _____

Dated: _____

ATTEST:
AMY ALLER
Interim City Clerk

By: _____
Deputy Date

By: _____

Name: _____
(Type or print written signature.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: _____

Dated: _____

By: _____
Deputy City Attorney Date

Contractor address:
[Contractor Name]
Attention: [Contact], [Title]
[Street Address]
[City], [State] [Zip]

CITY address:
City of Fresno
Attention: [Contact], [Title]
[Street Address]
[City], [State] [Zip]

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE STRUCTURE

Bid File No. 12600990

Job of File No. _____
 Name or Title of Job. _____
 Department No. _____



FAIR EMPLOYMENT PRACTICES COMPLIANCE REPORT

1. Name and Address of Contractor		PRIME []	SUB []			
				Yes	No	
2.	Have you established a company-wide employment policy to assure that equal employment opportunity is given to all persons without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law?					
3.	Have you notified all supervisors, foreman and other personnel officers in writing of the contents of the anti-discrimination clause and their responsibilities under it?					
4.	Have notices setting forth the provisions of the Fair Employment Practice Section used in City of Fresno Contracts been posted in conspicuous places available to employees and applicants for employment on this Project?					
5.	Have each of the Company's employee referrals including unions, employment agencies, advertisements, Department of Employment, etc., been notified of the contents of the anti-discrimination clause?					
5a.	Has this been done in writing?					
6.	Has each employee referral advised the Company that it will refer all qualified applicants for employment to the Company without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law?					
7.	Has a collective bargaining agreement or other contract or understanding been made with a labor union (or unions) which covers the performance of any work or supplying of any materials under this Contract?					
7a.	Do you operate under an Association Master Labor Agreement? If your answer is "yes", state the name of the Association. Are copies of those agreements on file with the City? [] Yes [] No With whom? _____					
7b.	If you do not operate under an Association Master Labor Agreement, then indicate what steps you have taken to attempt to develop an agreement which will: (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training. (2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific area of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment. In addition, if you have reached such an agreement, attach a copy of the provisions thereof which bear on (1) and (2) above.					
8.	Have you encountered any opposition to the anti-discrimination clause by individuals, firms or organizations?					
If your answer to No. 8 is "Yes", identify the individual, firm or organization and briefly describe the nature of the opposition.						
9.	Check principal sources for employee referrals.	DEPT OF EMP.	EMP. AGENCIES	DIRECT HIRING	UNION	OTHER
a. Const. Workers _____						
b. Other Workers _____						
10. The following person or persons are responsible for determining whom to hire or whether or not to hire workers on this particular Project:						
QUESTIONS 11 THROUGH 13 TO BE FILLED OUT BY PRIME CONTRACTOR ONLY:						
11. Have you awarded any subcontracts for work covered by your Contract?						
12. Have the anti-discrimination provisions been included in each of said subcontracts?						
13. Have all such Subcontractors been instructed to file compliance reports, and have they been furnished with report forms?						
14. Dated this _____ day of _____, 20____, at _____ (City and State)						
15. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. _____ (Contractor)						

FAIR EMPLOYMENT PRACTICES COMPLIANCE REPORT (Continued)

INSTRUCTIONS TO CONTRACTORS

This Compliance Report is required by the Fair Employment Practices provisions of City of Fresno Contracts for the supplying of work, materials, or both.

This report is to be completed in its entirety for each prime Contract and all first-tier subcontracts. The reports shall be submitted to the City after award of the Contract and prior to Notice to Proceed.

Additional sheets of paper may be attached if necessary to submit explanations or further information.

If the answers to any of the questions indicate non-compliance with the anti-discrimination provision of the Contract, a brief explanation of such answer must accompany the report.

It shall be the further responsibility of the Contractor to keep the information contained in the compliance report current and should there be changes in the Contractor's agreements with employee referrals, including unions or in the individuals responsible for hiring, etc., which would change the answers submitted by the Contractor in his/her original questionnaire, the Contractor should file a supplementary report containing revised answers to the applicable questions. Such changes from the original report are to be submitted in duplicate.

Upon completion of the Contract the Contractor must submit a final statement of compliance including statements that the original compliance report was submitted, that any changes in the original report were reported, and that the requirements of the Fair Employment Practices section were complied with during the Contract. If such a statement cannot be submitted in its entirety, a statement along the same lines with the exceptions noted must be submitted.

The City may require submission of additional information or reports on compliance at any time.

FINAL STATEMENT OF FAIR EMPLOYMENT PRACTICES COMPLIANCE

Name of Job or Contract _____

The undersigned is responsible to see that the Contractor has complied with the Fair Employment Practices section of the City of Fresno Contract indicated above. The original compliance report was submitted and no changes or additions to the original report became known to the Contractor or the undersigned except as noted below. The Contractor, in performance of the Contract, to the best of my knowledge, complied with said section of the Contract, except as noted below.

Dated this _____ day of _____, 20____, at _____

City and State

Changes or additions to the original compliance report _____

City

By _____

Deviations from compliance _____

Title _____

Contractor

By _____

Title _____

**CITY OF FRESNO
PAYMENT BOND
PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS: That [NAME OF CONTRACTOR] as Principal (the Principal) and _____ as Surety (the Surety ☐) are held and firmly bound onto the City of Fresno (the Obligee) in the just and full sum of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR]) lawful money of the United States of America (said sum being equal to 100 percent of the estimated amount payable by the terms of the hereinafter described contract), for the payment of which, well and truly to be made, we hereby bind ourselves and ours, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, the Principal has been awarded a contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written contract therefor (*insert brief description of work of improvement*):

[TITLE AND WORK]

(Bid File No. [BID FILE NO.]) [ALTERNATES (if any)]

NOW, THEREFORE, if the Principal or subcontractors of the Principal shall fail to pay any of the persons named in the Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813, or 1815 of the Labor Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to the work and labor, the Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Obligee in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. The benefit of this bond shall inure to any of the persons named in Section 9100 of the Civil Code so as to give the right of action to those persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

No extension of time granted to the Principal and no change, alteration, or addition in any of the terms of the contract or any of the contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, alteration, or addition. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal and proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE STRUCTURE
Bid File No. 12600990

In witness whereof, this instrument has been duly executed by the Principal and the Surety above
named, on the _____ day of _____, 20__.

[NAME OF CONTRACTOR] _____

PRINCIPAL

SURETY

No signature of City Attorney required, Standard Document # DPW-S Payment Bond (08-2023) has been used
without modification, as certified by the undersigned.

By: _____
[Name] _

Title: _____
[Department] _

Approved:
City Manager, or designee

By: _____
[Name]

Title: _____

Date: _____

DPW-S Payment Bond (08-2023)

**CITY OF FRESNO
PERFORMANCE BOND
PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS: That [NAME OF CONTRACTOR] as Principal (the Principal) and _____ as Surety (the Surety) are held and firmly bound onto the City of Fresno (the Obligee) in the just and full sum of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR]) lawful money of the United States of America (said sum being equal to 100 percent of the estimated amount payable by the terms of the hereinafter described contract), for the payment of which, well and truly to be made, we hereby bind ourselves and ours, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, the Principal has been awarded a contract for the following described work of improvement and is required by the Obligee to give this bond in connection with the execution of the written contract therefor (*insert brief description of work of improvement*):

[TITLE AND WORK]
(Bid File No. [BID FILE NO.]) [ALTERNATES (if any)]

NOW, THEREFORE, if the Principal shall well and truly do and perform each and all of the covenants, conditions, and agreements of said contract on the Principal's part to be done and performed, and any and all alterations thereof made as therein provided, at the time and in the manner therein specified, and shall indemnify and save harmless the Obligee, its officers, officials, agents, employees and volunteers, as therein stipulated, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

No extension of time granted to the Principal and no change, alteration, or addition in any of the terms of the contract or any of the contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, alteration, or addition. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal and proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In witness whereof, this instrument has been duly executed by the Principal and the Surety above named, on the ____ day of _____, 20__.

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE
STRUCTURE
Bid File No. 12600990

[NAME OF CONTRACTOR] _____

PRINCIPAL

SURETY

No signature of City Attorney required. Standard Document #DPW-S Performance Bond (08-2023) has been used without modification, as certified by the undersigned.

By: _____ [Name]

Title: - _____ [Department]

Approved: -
City Manager, or designee

By: _____
[Name]

Title: _____

Date: _____

DPW-S Performance Bond (08-2023)

**DIVISION II –
GENERAL CONDITIONS**

Summary:

*Division II provides the bidder with a checklist and required
documentation to be submitted with their proposal.*

DEFINITIONS (NON-FEDERAL)

Wherever used in the Specifications, including the Instructions to Bidders and the Bid Proposal, or any of the Contract documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

1. "Bidder" shall mean and refer to each person or other entity submitting a bid proposal, whether or not such person or entity shall become a Seller by virtue of award of a Contract by the Procurement Specialist.
2. California Building Code (CBC), Latest Edition; California Plumbing Code (CPC), Latest Edition; California Mechanical Code (CMC), Latest Edition; National Electrical Code (NEC), Latest Edition; California Fire Code (CFC), Latest Edition; California Health and Safety Code (as applicable). For purposes of this definition, "Latest Edition" shall mean the edition, and to the extent, adopted by the City through the City of Fresno Municipal Code.
3. "City," "Buyer," "Procurement Specialist," "Owner," "Vendee," "City of Fresno" shall each mean and refer to the City of Fresno, California.
4. "City Standard Specifications" City of Fresno, Standard Specifications, Department of Public Works, dated May 2024,
 - a. <https://www.fresno.gov/publicworks/developer-doorway/#technical-library>
5. "Construction Manager" shall mean and refer to the Owner's authorized representative at the Job Site, in responsible charge of administering the Contract. The Construction Manager has hired a construction management firm ("Project Manager") which shall be the single point of contract for all correspondence, submittals, progress payment requests, and contacts ("Communications") to and from the Contractor. The Project Manager shall report any and all Communications with the Contract to the Construction Manager.
6. "Contract," "Contract Documents" shall mean and refer to these Specifications, including the Instructions to Bidders, the Bid Proposal and any addenda thereto, the Agreement and all other standard Specifications, Procurement Specialist's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
7. "Contractor," "Seller," "Vendor," "Supplier" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the Procurement Specialist to furnish the goods or services, or both, to be furnished under the Contract.
8. "Council," "City Council" shall each mean and refer to the Council of the Procurement

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Specialist.

9. "Engineer," "City Engineer," shall mean and refer to the City Engineer and any duly authorized representative.
10. "Goods," "Merchandise" shall each mean and refer to the equipment, material, article, supply, or thing to be furnished by the Seller under the Contract.
11. "Purchasing Manager" shall mean and refer to the Purchasing Manager of the Procurement Specialist.
12. "Specifications" shall mean and refer to all of the Contract Documents.
13. "State Standard Specifications" State of California, Department of Transportation, Standard Specifications, Latest Edition.
14. "Working day" shall mean and refer to City regular business day.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide two good and sufficient surety bonds from a corporate surety admitted by the California Insurance Commissioner to do business in the State of California, on forms as those provided by the City in these Specifications and approved by the City.

- (a) The "Payment Bond" shall be for not less than 100 percent of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by Contractor on the work. The bond shall be maintained by the Contractor in full force and effect until the work is completed and accepted by the City, and until all claims for materials and labor are paid, and shall otherwise comply with Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code.
- (b) The "Faithful Performance Bond" shall be for 100 percent of the Contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.

INDEMNIFICATION

To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE STRUCTURE

Bid File No. 12600990

directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

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Bid File No. 12600990

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR 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 as set forth above.

GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of 1 year from the date of final acceptance of work unless a longer period is specified. The Engineer will give notice of observed defects with reasonable promptness.

PRECEDENCE OF CONTRACT DOCUMENTS

The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Permits from other agencies as may be required by law; (3) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (4) Special Conditions; (5) General Conditions; (6) Technical Specifications; (7) Plans; (8) Standard Specifications; (9) Standard Plans.

Detailed Plans shall have precedence over general Plans.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

CONTRACT DOCUMENTS

The Contractor shall submit the required contract documents in a form acceptable to the Public Works Department (Construction Management Division, 747 R Street, Fresno, California 93721) within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of Bids. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's Bid Deposit and initiate a departmental recommendation to the Council to award project to the next lowest responsive and responsible Bidder.

NOTE: Contract Documents consist of the following: Contract, Labor and Materials and Faithful Performance Bonds, Insurance Certificates, Workers' Compensation Insurance Certificate, Fair Employment Form, and any other information which may be required by these Specifications.

PRE-CONSTRUCTION MEETING AND SCHEDULE OF WORK

Prior to the start of construction, the Construction Management Division will call a meeting with all affected City Departments, governmental agencies, or utility companies to coordinate the construction with the Contractor so that no delays will be encountered due to conflicts of operations.

The Contractor will be called upon to indicate, at this meeting, the proposed operations to accomplish the work. The Contractor's attention is called to Section 6-1, City Standard Specifications, and the following requirements:

- The Contractor shall submit a written tentative schedule of work to the Engineer at the pre-construction meeting (Refer to Sec. 6 for schedule requirements). See Section 2-03, 2-04 of Technical Specifications.
- The final schedule of work shall be submitted no later than 5 working days after the pre-construction meeting.

If the Contractor delays the submittal of the final work schedule, the City may deduct the number of calendar days beyond the 5 working days allowed for submittal from the number of working days allowed for completion of the project.

Contractor's proposed schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under the Contract within the specified time and in accordance with these Specifications. Once submitted to the Engineer for review and approval, the Engineer shall either approve or reject said Project Schedule. If rejected, it shall be revised to incorporate the necessary changes, deletions or additions and resubmitted to the Engineer. If the Project Schedule is approved by the Engineer, the Project Schedule shall become the baseline schedule for the Project. The Project Schedule is subject to change during construction and will be continually updated and adjusted throughout the Project by Contractor on at least a monthly basis.

The City will use the Project Schedule for planning, executing, and monitoring Project progress.

The Contractor will prepare a monthly schedule update. The Contractor, at each weekly Project meeting shall provide City with two-week look-ahead schedules identifying its planned prosecution of the Work.

Contractor will exchange scheduling information with subcontractors and suppliers. Contractor will order work, equipment, and materials with sufficient lead-time to avoid interruption of the Work.

OVERTIME INSPECTION FEES

The Contractor shall promptly pay the City for all overtime inspection in accordance with existing resolutions or fee schedule of the City unless the charges for such inspection have been specifically waived elsewhere within this Contract. Overtime inspection charges will be made for all inspections on Saturdays, Sundays, and City Holidays, and hours worked by the inspector other than those of the normal City working days. If charges are not paid within 15 days of invoice, City may elect in its sole discretion to withhold unpaid charges from any progress payments.

SUBSTITUTION OF MATERIALS

(After Award)

See City of Fresno Standard Specifications, Section 4-1.5 entitled "Trade Names or Equals," which shall prevail.

Where the Contractor has good and sufficient reason to suggest a substitution after bidding, he/she will within 14 days after the signing of the Contract, submit his or her request for substitution in writing and shall indicate all information required thereof including reasons for substitution, difference in price or cost, difference in size, difference in color, etc., and it will be approved or disallowed within 30 days.

No consideration shall be given to request for substitution not in accordance with the above conditions. The Engineer will be the sole judge in matters concerning equality of proposed substitutions and the decision shall be final. The burden of proof as to the quality of any proposed substitutions shall be upon the Contractor.

Supplier must submit a letter to guarantee the replacement of any material that appears defective on the job for a period of 1 year after acceptance of the project.

ASSIGNMENT OF PAYMENT

Contractor hereby agrees he/she will not assign the payment of any monies due it (him/her) from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(s). The City retains the right to pay any and all monies due Contractor directly to Contractor.

PATENTS

For the purchase of equipment and material, the Vendor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's Specifications to be used on or in connection with the material, equipment or supplies purchased by the Procurement Specialist pursuant to these Specifications, and Vendor agrees, by submission of a proposal hereunder, to defend the Procurement Specialist, at Vendor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the Procurement Specialist is named as a defendant in any such action or suit.

CODES AND ORDINANCES

Nothing in these Specifications is to be construed to permit work not conforming to applicable codes.

MAINTENANCE OF RECORDS

Contractor and its subcontractors are required to maintain books, records, and other documents pertinent to the work of this Contract in accordance with Generally Accepted Accounting Principles. All such books, records, and other documents pertaining to the Contract shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of 5 years after final payment or, if longer, for any period required by law or any State or Federal funding agreement applicable to this Contract. In addition, all books, documents, papers and records of Contractor and its subcontractors pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time by City or its authorized representatives, (and, in the event State or Federal funding is applicable to this Contract, then the respective State of California, State of California Department of Transportation (Caltrans), the State of California State Auditor, the United States, the Federal Highway Administration (FHWA), or any authorized representatives of the aforementioned), and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records must be retained until such action is resolved, or until the end of said time period whichever shall later occur. Failure or refusal by Contractor or its subcontractors to comply with this provision shall be considered a substantial failure to comply with this Contract, and City may declare Contractor in default as set forth in these Specifications, withhold payment to Contractor, or take any other action it deems necessary to protect its interests. This provision shall survive expiration or termination of this Contract.

Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs by line item for the

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Project. The accounting system shall enable the determination of incurred costs at interim points of completion and provide support for reimbursement payment vouchers or invoices sent to or paid by the City.

Contractor and its subcontractors shall make the Contract and any State or Federal funding agreement materials applicable to this Contract available at their respective offices at all reasonable times during the entire Project period and 5 years from the date of final payment to Contractor. This provision shall survive expiration or termination of this Contract.

NON-FEDERAL LABOR STANDARD PROVISIONS

GENERAL PROVISIONS: The following Nonfederal Labor Standards Provisions, including the following provisions concerning: maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in the Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standard Provisions of this Contract. In cases the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purpose of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Nonfederal Labor Standards Provisions upon the hours per day, per week or month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

SCHEDULE OF WAGES AND SALARIES: In accordance with the provisions of sections 1770 to 1781, inclusive of the Labor Code of the State of California and/or section (1)(b) of the United States Labor Code, the Director of Industrial Relations and/or the United States Secretary of Labor shall ascertain the general prevailing rate of wages applicable to the work to be done under this Contract to be included in these Specifications by reference. (Copies of the wage rates or specific wage rate determinations may be obtained from the Contract Compliance Officer at City of Fresno Public Works Department, Construction Management Division, 747 R Street, Fresno, California 93721, (559) 621-5600.)

LABOR CODE SECTION 1775: PENALTIES FOR UNDER-PAYMENT OF WAGES: The Contractor and each subcontractor shall comply with California Labor Code section 1775 and pay not less than the wages established by the Director of the Department of Industrial Relations and/or the Federal government. In accordance with such section 1775, Contractor or such subcontractor shall, as a penalty to the City, forfeit up to \$200.00, as determined by the Labor Commissioner, for each calendar day or portion thereof for each worker under this Contract paid less than the established wage rates. These penalties shall be withheld from progress payments then due. The Contractor shall contain in each subcontract the requirements hereunder.

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PENALTIES FOR VIOLATION OF EIGHT HOUR DAY: Eight hours labor constitutes a regular day's work under this Contract. Contractor or any subcontractor under him/her shall forfeit as a penalty to the City \$25.00 for each worker employed in the execution of this Contract by contractor or such subcontractor for each calendar day during which any such worker is required or permitted to labor more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of sections 1810 to 1815, inclusive, of the California Labor Code. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the California Labor Code, and notwithstanding the foregoing, work performed by employees of contractors and subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours in excess of 8 hours per day at not less than one and one-half (1.5) times the basic rate of pay.

LABOR CODE SECTION 1777.5; EMPLOYMENT OF APPRENTICES: If this Contract involves \$30,000 or more, the Contractor and each subcontractor shall comply with California Labor Code section 1777.5, as it may be amended from time to time, the entire provisions of which are incorporated by this reference as if fully set forth herein, and Article 10, Subchapter 1, Chapter 2, Title 8 of the California Code of Regulations for all apprentice able occupations applicable to the work as defined in such laws and regulations. Contractor shall be responsible for the compliance with such Labor Code section for all apprentice able occupations and shall contain in each subcontract the requirements hereunder. In accordance with section 1777.5 of the California Labor Code and the rules and regulations of the California Apprenticeship Council, properly indentured apprentices shall be employed in the execution of this Contract in at least the ratio of not less than 1 hour of apprentice work for every 5 hours of journeyman work (unless the respective contractor or subcontractor has been exempted from such ratio) and paid the prevailing rate of per diem wages for apprentices in the trade to which he/she is registered. The employment and training of each apprentice shall be in accordance with either the apprenticeship standards and apprentice agreements under which he/she is training, or the rules and regulations of the California Apprenticeship Council. Prior to commencing work on the Contract, Contractor and each subcontractor shall submit contract award information to the City, if requested, and to an applicable apprenticeship program that can supply apprentices to the job site. The information shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. Within 60 days after concluding work on the Contract, the Contractor and each subcontractor shall submit to the City, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Contract. Contractor shall employ apprentices for the number of hours computed before the end of the Contract or, in the case of the subcontractor, before the end of the subcontract and endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site.

FRESNO MUNICIPAL CODE SECTION 4-113; LABOR CODE SECTION 1777.5; EMPLOYMENT OF APPRENTICES: If this Contract involves \$500,000 or more, the Contractor shall contain in each subcontract the requirements hereunder and be responsible for providing all documentation required hereunder from subcontractor to the City. The Contractor and each

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subcontractor shall provide documentation to City demonstrating compliance with the requirements of California Labor Code section 1777.5 and Article 10, Subchapter 1, Chapter 2, Title 8 of the California Code of Regulations by providing City copies of each of the following:

- (i) All contract award information (e.g., completed form DAS 140) sent by Contractor and by subcontractors to the State Division of Apprenticeship Standards and each applicable apprenticeship program in accordance with California Labor Code section 1777.5, as may be amended from time to time, including identification of addressee.
- (ii) All requests by Contractor and by subcontractors for approval, and all responses and certificates from any applicable apprenticeship program disapproving or approving Contractor or subcontractor(s), to train apprentices; if any.
- (iii) All requests by Contractor and by subcontractors for dispatch of apprentices from any applicable apprenticeship program (e.g., completed form DAS 142); and all responses thereto, if any.
- (iv) All certifications, if any, of Contractor and of subcontractor(s) as an individual employer apprenticeship program by the State Division of Apprenticeship Standards or the California Apprenticeship Council.
- (v) All apprenticeship agreements of apprentices employed by Contractor and by subcontractor(s) and performing work under the Contract.
- (vi) A verified statement by the Contractor and by the subcontractor within 60 days after concluding the work of the respective journeyman and apprentice hours performed on the Contract or subcontract.
- (vii) All certificates of any exemption by the State Division of Apprenticeship Standards, California Apprenticeship Council or any apprenticeship program of Contractor or subcontractor from any requirements of California Labor Code section 1777.5, as may be amended from time to time.

(viii) Other documentation as may be requested by City.

LABOR CODE SECTION 6705: If this Contract involves an estimated expenditure in excess of \$25,000.00 and excavation of any trench or trenches five feet or more in depth, then your attention is directed to California Labor Code section 6705 relating to 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 such trench or trenches, the entire provisions of which are incorporated by this reference as if fully set forth hereinafter.

Before execution of the Contract by the City, the Contractor shall submit to the City and the Engineer shall accept, if satisfactory to him/her, said detailed plan.

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If, in the Engineer's opinion, there is any noncompliance with said detailed plan, then the Contractor shall stop forthwith all trench work until, either in the Engineer's or the State Division of Industrial Safety's opinion, there is compliance. The City shall not be liable for costs incurred by the Contractor due to the work stoppage and the Contractor will not be given nor is entitled to an extension of time to complete the work within the time set forth in this Contract due to the work stoppage.

WAGE AND PRICE CONTROL: Notwithstanding any provisions of the Contract to the contrary, the Contractor shall be bound by the orders issued and rules and regulations adopted pursuant to the Economic Stabilization Act of 1970 (Public Law 91-379, 84 Statutes 799), as amended, or any subsequent Act of Congress.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: This Contract is subject to all terms and conditions of the OCCUPATIONAL SAFETY AND HEALTH ACT of 1970, the California Occupational Safety and Health Act and their present and future amendments.

Contractor expressly assumes responsibility for compliance therewith and warrants that all materials, supplies, and equipment provided or installed pursuant to this Contract, whether provided by the Contractor, subcontractor, or a supplier, fully satisfy the requirements of said Acts. Contractor shall, upon insertion in each Contract with a subcontractor or supplier of a clause by which the subcontractor or supplier warrants such compliance, be relieved of responsibility by the subcontractor or supplier.

LABOR CODE SECTION 1776; PAYROLLS AND BASIC RECORDS: The Contractor and each subcontractor shall comply with California Labor Code section 1776, the entire provisions of which are incorporated by this reference as if fully set forth herein, and Contractor shall contain in each subcontract the requirements hereunder.

(a) Accurate payroll records and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period as required by law for all journeymen, apprentices, workers, and other employees employed in connection with the work. Such records shall contain information as on the payroll record forms provided by the Division of Labor Standards of the Department of Industrial Relations, the name, address, social security number, work classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents), daily and weekly number of hours worked, deductions made and actual per diem wages paid. The Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to all employees affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in

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the applicable programs.

(b) (1) The Contractor shall submit weekly (7 days after each week ending pay period) for each week in which any Contract work is performed a certified copy of all payrolls to the Engineer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. The Contractor is responsible for the submission of certified copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify under penalty of perjury under the laws of the State of California each of the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause entitled "LABOR CODE SECTION 1776; PAYROLLS AND BASIC" and that such information is true, correct and complete;

(ii) That each employee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions;

(iii) That each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract;

(iv) Contractor has complied with the requirements of California Labor Code sections 1771, 1811, and 1815 for any work performed hereunder by his or her employees.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b) (2) of this clause.

(4) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution.

(c) The Contractor or subcontractor shall make certified copies of all the records required under paragraph (a) of this clause available for inspection at all reasonable hours at the principal office of the Contractor by, and furnished upon request to, the Engineer, the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Division of Apprenticeship Standards of the Department of Industrial Relations, and each of their authorized representatives. A certified copy of the employee's record shall likewise be made available for inspection or furnished upon request by the employee or his or her authorized

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representative. The Contractor shall provide hereunder the street address, city, and county of the location of the payroll records maintained by Contractor and shall provide a notice of any change of location and address within 5 working days of such change. The Contractor and subcontractors shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records within 10 days after each week ending pay period, or to furnish or make them available for inspection within 10 days of request, (Contractor has 10 days to comply) after written notice, the Contractor shall forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, pursuant to California Labor Code section 1776. These penalties shall be withheld from progress payments then due.

LABOR CODE SECTION 1771.1: CONSTRUCTION REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS: A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. **The prime Contractor is required to post job site notices prescribed by California Code of Regulations. All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Division of Labor Standards Enforcement.**

FAIR EMPLOYMENT PRACTICES AND NONDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, political affiliation, sex, age (over 40), sexual orientation, and denial of family care leave or on any other basis prohibited by law. The Contractor shall ensure that the treatment of employees and evaluation of applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of California setting forth the provisions of this Fair Employment Practices section.

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2. Contractor and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
3. Contractor assures City that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA; the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989) and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same. Said group of laws and requirements are collectively referred to in this Contract as the "anti-discrimination laws".
4. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a written notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will permit access to his or her records of employment, employment advertisements, application forms, and other pertinent data and records by the City, State of California, the State Fair Employment and Housing Commission, or any other appropriate agency designated by the City or the State of California, for the purposes of investigation to ascertain compliance with the Fair Employment Practices and Nondiscrimination section of this Contract.
6. Contractor agrees to collect and maintain information to show compliance with the "anti-discrimination laws" including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of any pending discrimination-based lawsuits and data on the racial, ethnic, national origin, sex and handicap characteristics of the population it serves.
7. Contractor agrees to cooperate with City, and any other appropriate agency designated by the City, in all manner necessary to permit City and any such agency to adequately report to the United States Environmental Protection Agency on Contractor's compliance with the "anti-discrimination laws".
8. A finding of willful violation of the Fair Employment Practices section of this Contract or of the California Fair Employment and Housing Act shall be regarded by the

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City as a basis for determining the Contractor to be not a *responsible bidder* as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish, or renew a prequalification rating for the Contractor.

The City will deem a finding of willful violation of the California Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the California Fair Employment and Housing Act and has issued an order under California Government Code section 12973, section 12970, or obtained an injunction under California Government Code section 12973.

Upon receipt of such written notice from the Fair Employment and Housing Commission, the City shall notify the Contractor that unless he/she demonstrated to the satisfaction of the City within a stated period that the violation has been corrected, that he/she will be reported to the City Council as not a *responsible bidder* on any future Contract.

9. The Contractor agrees, that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code sections 1735 and 1775, the Contractor shall forfeit, as a penalty to the City, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor from the City. Furthermore, Contractor agrees that the City shall have the right to terminate this Contract either in whole or in part, and any loss or damage sustained by City in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and City may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Contract and the actual cost thereof to City to cure Contractor's breach of the Contract.

10. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the City from pursuing any other remedies that may be available at law.

11. After award of the Contract, the Contractor shall certify to the City that he/she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the City:

(a) The Contractor shall provide evidence, as required by the City, that he/she has notified all supervisors, foremen, and other personnel officers in writing of the content of the antidiscrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the City, that he/she has

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notified all sources of employee referrals (including unions, employment agencies, advertisement, Department of Employment) of the content of the antidiscrimination clause.

- (c) The Contractor shall file a Fair Employment Practices compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire. The compliance report shall be kept current throughout the Contract in that the Contractor shall report any changes in or additions to the answers therein, including changes in agreements with others. After the work or supplying materials is complete, and before final payment, the Contractor shall submit a final statement of compliance.
- (d) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he/she has agreements, attempt to develop an agreement which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - (2) Otherwise implement an affirmative anti-discrimination program in terms of the unions; specific areas of skill and geography, to the end that qualified disadvantaged workers will be available and given an equal opportunity for employment.

12. Contractor's signature on this Contract shall constitute a certification under the penalty of perjury under the laws of the State of California that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

13. The Contractor will include the provisions of the foregoing paragraphs 1 through 12 in every first-tier subcontract so that such provisions will be binding upon each such subcontractor.

GENERAL MISCELLANEOUS

Independent Contractor. In the furnishing of the work provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents, or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including,

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without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Contract, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Contract, Contractor may be providing services to others unrelated to City or to this Contract.

Notices. Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

Binding. Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

Assignment. The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

Compliance with Law. In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

Waiver. The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

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Headings. The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Contract.

Severability. The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

Interpretation. The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Exhibits. Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the Project being constructed hereunder, that the State of California be a third-party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.

Termination for Convenience: The City reserves the right to terminate this Contract upon 60 calendar days prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

Termination for Non-Performance: If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 5 calendar days after written notice by the City specifically describing the breach; the City Manager or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally

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delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

Funding. This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor.

Governing Law and Venue. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Contract and any rights and duties hereunder shall be Fresno County, California.

Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current contract change order resolution for public works of improvement as may be revised.

CLAIMS FOR ADDITIONAL TIME

Extension of time, when granted, will be based upon the effect of delays to the project as a whole and will not be granted for noncontrolling delays to minor included portions of the Work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole. The Contractor shall not be entitled to damages or additional payment due to these delays except to the extent the delay exceeds the original Contract duration for Substantial Completion, and any extension hereunder other than any extension granted due to Owner caused delay, when Owner is responsible for the delay, the delay is unreasonable under the circumstances involved, not within the contemplation of the parties, and such delay causes actual damage to the Contractor. The Owner shall not be entitled to liquidated damages for Contractor delays unless the delay by Contractor exceeds the original Contract duration for Substantial Completion and any extension of time to which the Contractor is entitled to under the Specifications.

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein. War, governmental regulations, priorities, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of Work, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the National Defense or War Program, required *Extra Work*, action or inaction by the Owner, or other specific reasons as may be further described in the Specifications may constitute such a delay.

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If the Contractor is delayed by the failure of the Owner to furnish necessary rights of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the Work, after written request therefore, the Contractor shall be entitled to an extension of time as provided herein.

CLAIMS AND DISPUTES

(a) General

The Contractor and Owner shall make good faith efforts to resolve any and all Claims and disputes in a timely manner that may from time to time arise during Contractor's performance of the Work. Claims, including those alleging an error or omission shall be directed to the Owner's Construction Manager for action as provided in the "Resolution of Claims and Disputes," below.

It shall be a condition precedent to Claims review by the Director of Transportation or his or her designated representative and to mediation or litigation between the Contractor and Owner as to all such matters arising prior to the date final payment is due, that a formal decision on all Contractor Claims be made by the Construction Manager. It shall be a condition precedent that the Contractor appeal any disputed Claim to the Director of Transportation prior to initiating mediation or litigation. It shall be a condition precedent that the Contractor mediate any disputed Claim through non-binding mediation as provided herein, prior to initiating litigation. Unless mutually waived in writing by both parties, these provisions apply regardless of 1) whether such matters relate to execution and progress of the Work, or 2) the extent to which the Work has been completed.

Notice of Intent to Claim by Contractor must be made within 72 hours after occurrence of the event giving rise to such Claim, or within 72 hours after the claimant first discovers or should have reasonably discovered the condition giving rise to the Claim, whichever is later. Notice of Intent to Claim and Claims must be made by written notice.

At all times during the course of the dispute resolution process pursuant to the "Resolution of Claims and Disputes," the Contractor shall continue with the Work as directed, in a diligent manner and without delay, or shall conform to the Owner's decision or order, and shall be governed by all applicable provisions of the Contract. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in the Contract if this should become necessary.

The making of final payment shall not constitute a waiver of Claims by the Owner including, but not limited to, the following:

- (i) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

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- (ii) failure of the Work to comply with the requirements of the Contract Documents; or
- (iii) terms of special warranties required by the Contract Documents.

Contractor shall promptly provide an unconditional waiver and release upon final payment in accordance with California Civil Code section 3262 and these Contract Documents. Except to the extent of any Claim arising from City's sole or active negligence, and except to the extent Contractor expressly describes any other disputed Claims for which prior written notice has been given the City and lists the respective dollar amounts in an unconditional waiver and release, the making of final payment shall constitute a waiver of Claims by the Contractor pertaining to any and all costs, expenses, changes or other Claims related to Contract Price or Contract Time, including any synergistic effects attributed to multiple Change Orders. In the event of any disputed Claims between the City and Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

(b) Resolution of Claims and Disputes

(1) Decision of Construction Manager:

If the Contractor believes any Work or demand to be outside the requirements of the Contract or believes that omissions, conflicts, errors, or discrepancies will cause or have caused the Contractor additional costs or delays in the performance of the Work, he/she shall file a written Notice of Intent to Claim with the Construction Manager within 72 hours after occurrence of the event giving rise to the Claim, or within 72 hours after the Contractor or its subcontractor first discovers or should have reasonably discovered the condition giving rise to the Claim, whichever is later. If a written Notice of Intent to Claim is not submitted within this time period, the Contractor shall waive his or her right to further Claims on the issue and any synergistic effects related to such Claim.

1. Within 10 working days following the Notice of Intent to Claim, the Contractor shall provide a Notice of Claim with complete supporting data for the Claim of the cost and delay related to such omissions, conflicts, errors, discrepancies, or Work alleged to be outside the requirements of the Contract. Notwithstanding the foregoing, if all supporting data cannot reasonably be made available within said 10 working days, then Contractor shall provide all then available supporting data along with a request for additional time, stating a time certain, to obtain the remainder of supporting data along with both an explanation of the nature of such supporting data and the reason why additional time is necessary to provide same to the Construction Manager.

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2. If a written Notice of Claim, along with complete supporting data or all then available supporting data and reasonable request for additional time with explanation as required above, is not submitted within 10 working days following the Notice of Intent to Claim, the Contractor shall waive his or her right to make further Claims on the issue and any synergistic effects related to such Claim.
3. The Contractor's request for additional time to provide the remainder of its supporting data shall be deemed acceptable to Owner unless the Construction Manager rejects in writing Contractor's request within 5 working days from receipt of Contractor's request. If the Construction Manager rejects Contractor's request for additional time, then Contractor shall either provide complete supporting data immediately upon receipt of such rejection or within any time acceptable to the Construction Manager as stated in his or her written rejection, whichever is later (unless otherwise mutually agreed upon in writing by Contractor and Construction Manager).
 - a. The Construction Manager will review any and all Claims and take one or more of the following preliminary actions in writing within 10 working days of receipt of written Notice of Claim and complete supporting data: 1) request additional supporting data from the Contractor; 2) reject the Claim in whole, or in part, stating reasons for rejection; or, 3) recommend approval of the Claim. In the event the Construction Manager has not taken any preliminary action within 10 working days, then the Claim is deemed rejected unless the Contractor and the Construction Manager mutually agree in writing to extend the time period for taking preliminary action. The Construction Manager will make his or her decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the dispute. The Construction Manager may also, but is not obligated to, notify the surety on Contractor's performance bond of the nature and amount of the Claim.
 - b. If the Construction Manager requests additional supporting data from the Contractor, the Contractor shall supply the additional information to the
 - c. Construction Manager within 10 working days unless the Contractor and the Construction Manager mutually agree in writing to extend the time period for supplying such information. The Construction Manager will have 10 working days from the receipt of additional supporting data to provide a written decision unless the Contractor, and the Construction Manager mutually agree in writing to extend the time period for providing such decision. In the event the Construction Manager has not provided a written decision within 10 working days, or any extended time period agreed to in writing by Construction Manager and Contractor, then the Claim is deemed rejected and this shall constitute Contractor's automatic request for an appeal meeting with the Director of Transportation unless the Contractor submits a written withdrawal of its Claim.

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- d. If the Claim is rejected in whole or in part by a written decision of the Construction Manager, the Contractor shall notify the Construction Manager in writing within 10 working days after receiving the written decision that either: 1) the decision is accepted, and the Claim is amended; accordingly, or 2) the Contractor requests an appeal meeting with the Director of Transportation. Failure to timely request an appeal meeting with the Director of Transportation following receipt of the written decision constitutes acceptance by the Contractor of the Construction Manager's decision. If the Owner and Contractor are able to resolve their dispute, the Owner will promptly process any required Contract changes.

(2) Decision of Director of Transportation

- a. The Director of Transportation, or his or her designee, shall meet with the Contractor and the Construction Manager within 15 working days (unless necessary to accommodate the Director of Transportation's schedule, or that of his or her designee, but in no event longer than 20 working days; or unless otherwise mutually agreed upon in writing by Contractor and Construction Manager) from the Contractor's timely submittal of his or her request, or any automatic request hereunder, for a meeting. The Contractor may make a presentation in support of his or her Claim. No attorney may take part in the presentation or defense of the Claim in the meeting with the Director of Transportation, or his or her designee. Nothing herein shall prevent an attorney from providing advice to a party either before or after the meeting. In the event the meeting with the Director of Transportation, or his or her designee, has not been conducted within the time provided herein or as agreed upon in writing by Contractor and Construction Manager, then the Claim is deemed rejected and, unless the Contractor submits a written withdrawal of its Claim, the parties shall proceed to mediation as provided herein.
- b. Within 10 working days (unless otherwise mutually agreed upon in writing by Contractor and Construction Manager) from the meeting with the Contractor and the Construction Manager, the Director of Transportation, or his or her designee, shall render a written decision and a copy thereof shall be personally delivered, or mailed return receipt requested, to the Contractor. In the event the Director of Transportation, or his or her designee, has not provided a written decision within 10 working days, or any extended time period agreed to in writing by Construction Manager and Contractor, then the Claim is deemed rejected and, unless the Contractor submits a written withdrawal of its Claim, the parties shall proceed to mediation as provided herein.
- c. If the Claim is rejected in whole or in part by a written decision of the Director of Transportation, or his or her designee, the Contractor shall notify the Construction Manager in writing within 10 working days after receiving the written decision that either: 1) the decision is accepted and the Claim is

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amended accordingly; or 2) the Contractor rejects the decision of the Director of Transportation, or his or her designee. Failure to timely notify the Construction Manager of either following receipt of the Director of Transportation's written decision, or that of his or her designee, shall constitute acceptance by the Contractor of the Director of Transportation's decision, or that of his or her designee. If the Owner and Contractor are able to resolve their dispute, the Owner will promptly process any required Contract changes. If the Contractor rejects the written decision of the Director of Transportation or his or her designee, the parties shall proceed to mediation as provided herein.

(3) Mediation

- 1) In the event that the Claim is not resolved after exhausting all aforementioned administrative measures, then the Contractor must participate in non-binding mediation with City before the Contractor may initiate litigation.
- 2) The parties shall mutually select, in writing, a mediator with at least 5 years' experience in the construction industry. In the event that the parties are unable to agree on a mediator within 15 working days of Contractor's rejection of the decision of the Director of Transportation or his or her designee, the City may select the mediator. Mediation, including at least one session requiring physical attendance by all parties, shall begin within 15 working days of selection of the mediator, unless necessary to accommodate the mediator's schedule. The parties shall share the mediator's fees and any administrative costs of mediation equally. The mediation shall be held in Fresno, California, unless another location is mutually agreed upon by the parties in writing. In the event the parties are unable to reach a mutually acceptable resolution of the Claim within 20 working days of the start of mediation, unless extended or otherwise terminated by written mutual agreement of the parties, mediation shall terminate.
- c. If the Owner and Contractor are able to resolve their dispute the Owner will promptly process any required Contract changes. Any settlement reached in principle must be in writing and is subject to approval by the City Manager or City Council consistent with City laws and policies. Should the dispute remain unresolved, the parties may resort to other dispute resolution procedures.
- d. All statements made during the mediation shall be confidential and subject to sections 703.5, 1119 and 1152 of the California Evidence Code.

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- (4) Government Claims Act. Nothing herein is intended by the parties to waive any requirements of the Contractor to comply with the Government Claims Act including, without limitation, California Government Code section 905; and Contractor agrees that it shall remain responsible for complying with said section regarding any Claim. The parties agree, however, that the timeline for the Contractor to file a claim under the Government Claims Act is tolled until exhaustion of the Contractor of its administrative remedies hereunder (i.e., either upon termination of mediation, or upon written mutual waiver of mediation by the parties, whichever first occurs).

(5) Litigation

- a. If the Contractor continues to dispute the Work demanded of him/her after exhausting all aforementioned administrative measures, the Contractor may institute legal proceedings, but only after final acceptance of the project by the Owner.
Unless specifically waived by the Owner, in writing, the submission of a dispute for mediation in accordance with the above provisions shall be a condition precedent to the Contractor's right to initiate a suit, action or other proceeding against the Owner for damages.
- b. In the event Owner initiates suit, action, or other proceeding against the Contractor for damages, the prevailing party in such suit or action shall be entitled to recover reasonable attorney's fees and costs of suit.
- c. In the event Contractor initiates suit, action, or other proceeding against the Owner, the Owner shall be entitled to recover reasonable attorneys' fees and engineering defense costs if the Contractor is not awarded, by the arbitrator or court, a dollar amount greater than 50 percent of the Contractor's original Claim for damages.
- d. The Contractor shall include, or cause to be included, a requirement in all subcontracts of all tiers of Subcontractors for this project that whenever the Subcontractor disputes the Work demanded of him/her, he/she shall cooperate and comply with the Claims and Dispute procedures contained herein including, without limitation, exhausting all administrative measures prior to instituting legal proceedings, and instituting legal proceedings only after final acceptance of the project by the Owner.

MEDIATOR

The bid proposal includes a bid item "Mediator" which is provided to account for compensation by Owner for Owner's share of costs of the Mediator as provided in these Specifications. The dollar amount listed in the bid item is an estimate only and will be included in each Bidder's

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Proposal. Invoices of the Mediator shall be paid by Contractor only upon direct written authorization from the Owner.

Final payment to Contractor will be based on fifty percent (50%) of the total amount of Owner approved invoices of the Mediator actually billed to Owner by Contractor. The Contractor shall include the specified lump sum bid item on the Bid Proposal for payment of Owner's share of costs for the Mediator. Payment will be made under this bid item by issuance of a Change Order approved by the Owner and charged against this lump sum allocation.

This bid item may be increased, decreased, or deleted in its entirety and is not to be construed as additional money owed the Contractor. If no Change Order is issued against this bid item, the Contract Price shall be reduced by the full amount of the bid item included in the Bid Proposal for the Mediator.

The Contractor shall have no claim for anticipated overhead or profit should the Owner fail to issue any Change Orders against this bid item.

PROGRESS PAYMENTS AND RETENTION

The Construction Manager will, after award of a Contract, establish a monthly payment date. This date will be the date during the life of the Contract, which will terminate each working month. Each month, the Construction Manager will make an approximate measurement of the Work performed to that date and estimate its value based on the Contract Unit Prices. When the Work has been satisfactorily completed, the Construction Manager will determine the quantity of Work performed and prepare the final estimate of its value.

Progress payments for lump-sum items or amounts will be in accordance with a well-balanced, detailed program of payment-apportioning in the Schedule of Values, prepared by the Contractor and submitted to the City for approval. Such payment-apportioning may require modifications during the Contract term, as determined by the City.

The Schedule of Values for each lump-sum item shall show fixed definable and measurable quantities where possible and unit prices developed and assigned by the Contractor to the different features of the Work and major subdivisions thereof. The summation of extensions of quantities and unit prices and related costs shall equal the amount of the lump-sum price in the Contract Schedule of Quantities and Prices. The Schedule of Values shall also provide the Indirect Markup Rates for Overhead and Profit associated with each bid item.

Applications for progress payments will be based on the approved Schedule of Values and from the approved progress schedule, reflecting the progress which occurred during the payment period as approved by the City.

Unless a greater percentage of retention is otherwise specified in the Contract Documents to be withheld from progress payments, 5% will be deducted from each progress estimate and retained by the City; and the remainder, less the amount of any previous payment for the Work

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performed, will be paid to the Contractor subject to other provisions of this section. The City retains the option, at its discretion, to reduce any retained amount by payment to the Contractor upon conditions or otherwise.

Under no circumstance shall any provision of this section be construed to limit the ability of the City to withhold 150 percent of the value of any disputed amount of Work from the final payment. In the event of a good faith dispute, nothing in this section shall be construed to require the City pay for Work that is not approved or accepted in accordance with the Plans and Specifications.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the Work done up to the time of such payments.

If within the time fixed by law, a properly executed stop notice is filed with the City due to Contractor's failure to pay for labor or materials used in the work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

Notwithstanding any other provision of the Contract, the City reserves the right to off-set any payment due the Contractor against any debt due from the Contractor to the City, pursuant to this Contract.

COMPLETION

When Contractor considers the Work ready for its intended use, the Contractor shall notify the City in writing that the Work is substantially complete. The Contractor shall attach to this request a list of all work items that remain to be completed and a request that the City prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the City and Contractor shall inspect the Work to determine the status of completion and to the extent that City agrees the Project is substantially complete. If the City does not consider the Work substantially complete, the City will notify Contractor in writing of the reasons therefore and Contractor shall promptly correct all items identified by the City. The City and Contractor shall repeat the above-referenced procedure until all items are completed to the City's satisfaction, whereupon City shall issue a Certificate of Substantial Completion.

On the date that the City issues the Certificate of Substantial Completion, the City shall provide Contractor with the final punch list identifying the remaining minor corrective items to be completed for final completion of the Project.

When the Contractor considers the final punch list work to be complete, it shall request City to perform a final walk through of the Project to determine if said punch list work is complete and whether Contractor has otherwise completed all of its obligations under the Contract Documents.

The City shall record the Notice of Completion when the entire Work including, but not limited

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to Contractor's closeout document obligations are fully satisfied, Contractor's punch list(s) and work shall have been completed to the satisfaction of the City.

However, the City, at its sole option, may accept completion of the Contract and have the Notice of Completion recorded when the entire Work including individual portions of the Work shall have been completed to the satisfaction of the City, except for minor corrective items, as distinguished from incomplete items.

Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the City for damages incurred as a result of its failure or inability to complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the work on the Project.

EXTENSION OF TIME - LIQUIDATED DAMAGES

The Contractor and City hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. Contractor shall be assessed the sum as set forth in the Contract, as liquidated damages for each and every day the work required under the Contract Documents remains unfinished past the time for completion, as set forth in the Contract Documents, and any extensions of time granted by the City to the Contractor under the terms of the Contract Documents. The Contractor will pay to the City or City may retain from amounts otherwise payable to the Contractor, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Contract. For purposes of this Item, section Work shall be considered *complete* in accordance with the provisions of the foregoing section entitled "COMPLETION" and issuance of a Certificate of Substantial Completion.

Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of Work which are not the fault or negligence of Contractor, or its subcontractors, or persons or entities for which it is responsible, including, but not restricted to acts of God, as set forth herein.

FINAL APPLICATION FOR PAYMENT AND FINAL PAYMENT

After Contractor has completed all of the remaining Work items, and delivered all maintenance and operating instructions, schedules guarantees, bonds, certificates of inspection, and As-Built drawings, marked up Record documents, and any other close out documents required by the Contract Documents, and after the City has indicated that Contractor has achieved Final Completion (including, without limitation, all final punch list work), Contractor may make application for final payment following the City's procedure for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents for making of progress payments together with complete and legally effective releases and waivers of all encumbrances arising out of or related to the Work.

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After Contractor has satisfied all of the conditions of the preceding paragraph, Contractor shall submit its application for final payment and release of retention. Said application shall set forth the following information, at a minimum:

(1) Cost of the Work in permanent place as of the end of the immediately preceding month as shown on the updated Project Schedule and Schedule of Values submitted with the Contractor's application.

(2) Less amounts previously paid and previously withheld as retention.

(3) The amount currently due; and

(4) An itemized list of disputed amounts, if any.

Contractor's application for final payment shall also be accompanied by Conditional Waivers and Releases Upon Final Payment executed by Contractor and by all subcontractors for whom payment is requested.

If the Contractor fails to complete the punch list work or corrective items prior to the expiration of 35 calendar days immediately following issuance of a Certificate of Substantial Completion, the City shall withhold from the final payment an amount equal to 150% of the estimated cost, as determined by the City, of each item until such time as the item is completed. Alternatively, at the end of such 35-day period, if there are items remaining to be corrected, the City may elect to proceed to withhold a sufficient amount, which in City's judgment may be necessary to cover the cost of incomplete and defective work. In the event of a dispute between the City and Contractor over the amount due, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

Subject to the provisions of the Contract Documents, City shall make final payment of undisputed amounts to Contractor no later than 45 calendar days after City's receipt of Contractor's properly submitted application for final payment.

PAYMENTS WITHHELD

In addition to any amount which City may retain under the Contract Documents, City may withhold a sufficient amount of the Contract price otherwise due to Contractor, which in City's judgment may be necessary to cover:

(1) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project.

(2) The cost of defective work, which Contractor has not remedied.

(3) Liquidated damages assessed against Contractor.

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- (4) Penalties for violation of any labor laws or deficient certified payroll.
- (5) The cost of materials or equipment ordered by the City as it may deem advisable (this right is reserved by City in the event of any neglect by Contractor in furnishing materials in ample quantities and at such times as to ensure uninterrupted progress of the Work) in order that the Work may be completed by the date specified in the Contract documents.
- (6) The cost of completion of this Contract if there exists a reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor.
- (7) Damage caused by Contractor or its subcontractors and the parties for whom they are responsible.
- (8) Site clean-up including, but not limited to, removal from site and disposal of debris if Contractor fails to provide such final cleaning after construction has been completed.
- (9) Payments to indemnify, defend, or hold harmless the City.
- (10) Any payments due to the City including but not limited to payments for failed tests, utilities, or imperfections.
- (11) Extra services for the Construction Manager or any City agents, including but not limited to, services rendered in the evaluation of Contractor substitution requests, Requests for Information (RFI's), Change Order Requests and Claims.
- (12) Extra services for any inspector including, but not limited to, re-inspection required due to Contractor's failed tests or installation of unapproved or defective materials and Contractor's requests for inspection and Contractor's failure to attend the inspection.
- (13) Costs to complete or submit to City Project Record Documents and other closeout documents required under the Contract Documents.
- (14) Submission of daily reports and completeness thereof.
- (15) Breach of any provision of the Contract Documents.

If the above grounds are in the opinion of the City removed by or at the expense of Contractor, payment shall be made for amounts withheld because of them.

City may apply, but is not obligated to apply, such withheld amount or amounts to payment of such claims or obligations at its sole discretion. In so doing, City shall make such payments on behalf of Contractor. If any payment is so made by City, then such amount shall be considered as a payment made under contract by City to Contractor and City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without

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prior judicial determination of claim or obligations. City will render Contractor an accounting of such funds disbursed on behalf of Contractor.

As an alternative to payment of such claims or obligations, City, in its sole discretion, may reduce the total Contract price or set off the amount against payments due.

WAIVER AND RELEASE FORMS

Consistent with the provisions of California Civil Code section 3262, the Contractor and its subcontractors shall promptly furnish the City with a release of all claims against the City arising by virtue of the Contract Documents related to amounts to be paid or which have been paid. This section shall survive expiration or termination of the Contract. Contractor shall include these requirements in all subcontracts for this project. The Contractor and subcontractors from the operation of the release may specifically exclude disputed contract claims in stated amounts.

Neither the City nor the Contractor by any term of this Contract, or otherwise, shall waive, affect, or impair the claims and liens of other persons whether with or without notice except by their written consent, and any term of the Contract to that effect shall be null and void. Any written consent given by any claimant pursuant to this section shall be null, void, and unenforceable unless and until the claimant executes and delivers a waiver and release. Such a waiver and release shall be binding and effective to release the City, construction lender, and surety on a payment bond from claims and liens only if the waiver and release follows substantially one of the forms set forth in California Civil Code section 3262 and this section and is signed by the claimant or his or her authorized agent, and, in the case of a conditional release, there is evidence of payment to the claimant. Evidence of payment may be by the claimant's endorsement on a single or joint payee check that has been paid by the bank upon which it was drawn or by written acknowledgment of payment given by the claimant.

No oral or written statement purporting to waive, release, impair or otherwise adversely affect a claim is enforceable or creates any estoppel or impairment of a claim unless:

- (1) It is pursuant to a waiver and release prescribed herein, or
- (2) The claimant had actually received payment in full for the claim.

This section does not affect the enforceability of either an accord and satisfaction regarding a bona fide dispute or any agreement made in settlement of an action pending in any court provided the accord and satisfaction or agreement and settlement make specific reference to the stop notice or bond claims.

The waiver and release given by any claimant hereunder shall be null, void, and unenforceable unless it follows substantially the following forms in the following circumstances. Each waiver in this provision shall contain the following language, in at least as large a type as the largest type otherwise on the document:

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(Example 1.) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the following form:

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional 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. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

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Amount(s) of unpaid progress payment(s): \$ _____

(4) 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: _____

Exclusions: Listing of Claims, of which prior written Notice has been given to the City of Fresno:

- | | |
|---------------------|----------------------------|
| 1. Claim for: _____ | In the amount of: \$ _____ |
| 2. Claim for: _____ | In the amount of: \$ _____ |
| 3. Claim for: _____ | In the amount of: \$ _____ |

(Example 2.) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the following form with the text of the "Notice to Claimant" in at least as large a type as the largest type otherwise in the form:

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

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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: _____

Exclusions: Listing of Claims, of which prior written Notice has been given to the City of Fresno:

1. Claim for: _____ In the amount of: \$ _____
2. Claim for: _____ In the amount of: \$ _____
3. Claim for: _____ In the amount of: \$ _____

(Example 3.) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the following form:

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

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Conditional 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. 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. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

***Exceptions**

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

*Listing of Claims, of which prior written Notice has been given to the City of Fresno:

1. Claim for: _____	In the amount of: \$ _____
2. Claim for: _____	In the amount of: \$ _____
3. Claim for: _____	In the amount of: \$ _____

(Example 4.) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver it has, in fact, been paid the final payment, the waiver and release shall follow substantially the following form with the text of the "Notice to Claimant" in at least as large a type as the largest type otherwise in the form:

UNCONDITIONAL WAIVER AND RELEASE ON FINAL 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.

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Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered to the customer on this job. 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 been paid in full.

***Exceptions**

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

*Listing of Claims, of which prior written Notice has been given to the City of Fresno:

- | | |
|---------------------|----------------------------|
| 1. Claim for: _____ | In the amount of: \$ _____ |
| 2. Claim for: _____ | In the amount of: \$ _____ |
| 3. Claim for: _____ | In the amount of: \$ _____ |

SECURITIES IN LIEU OF RETENTION PERMITTED AND ESCROW AGREEMENT
(PUBLIC CONTRACT CODE SECTION 22300)

Pursuant to provisions of section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by Owner. Procedures shall be as provided in section 22300 of the California Public Contract Code.

a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract, provided that substitution of securities provisions shall not be required in contracts in 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.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

b) Alternatively, the contractor may request, and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities, and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

c) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract. For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

d) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In

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the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor. (2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid. (3) No contractor shall require any subcontractor to waive any provision of this section.

e) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.

f) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
whose address is _____ hereinafter called
“Owner,” _____ whose address is _____
hereinafter called “Contractor” and _____ whose address is _____
_____ hereinafter called “Escrow Agent.”

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the “Contract”). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities, or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the

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Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:	On behalf of Escrow Agent:
_____ Title	_____ Title	_____ Title
_____ Name	_____ Name	_____ Name
_____ Signature	_____ Signature	_____ Signature
_____ Address	_____ Address	_____ Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner	Contractor
_____ Title	_____ Title
_____ Name	_____ Name
_____ Signature	_____ Signature

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INCORPORATED APPENDICES

The following documents are appended to this Agreement and are incorporated by reference:

- Appendix A – Special Conditions
- Appendix B – Insurance Requirements
- Appendix C – California Prevailing Wage Rates
- Appendix D – Statement of Work and Explanation of Bid Items
- Appendix E – Technical Specifications & Drawings

APPENDICES

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Appendix A – Special Conditions

Appendix B – Insurance Requirements

Appendix C – California Prevailing Wage Rates

Appendix D – Statement of Work and Explanation of Bid Items

Appendix E – Technical Specifications & Drawings

APPENDIX A SPECIAL CONDITIONS

Summary:

Appendix A provides clarification, specificity, and added content in addition to the General Conditions that are to be followed during the life of a contract.

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Appendix A – Special Conditions

The location of the work, together with profiles and special construction details are illustrated on the attached Plans consisting of sheet(s) numbered as follows:

01	General Cover Sheet
02	Civil Existing Site Plan
03	Structural Detail Plan

The work embraced herein shall be done in accordance with applicable provisions of the most current version of the Standard Specifications and drawings of the City of Fresno, Department of Public Works and with the special conditions contained herein.

The Standard Drawings and Specifications can be found on the City's website:

<https://www.fresno.gov/publicworks/developer-doorway/#tab-8>

Inspection and other construction review shall be provided by the City of Fresno, except where specified otherwise in Specifications or required permits.

2. PERMITS AND FEES

The Contractor shall secure all permits required to complete the items of this Contract. No fees will be charged for any City permits, other than for a water meter, if required. Water meter permit and fee shall be obtained and paid for at the Fresno City Water Division Office at 1910 East University Avenue. CalTrans encroachment permits are required for work at or near a State highway.

3. NOTIFICATION OF PROPERTY OWNERS

The Contractor shall notify all property owners in writing along the public right-of-way 96 hours (7 days notification prior to any street closure) in advance of construction as to when, how, and how long they will be affected. The Letter of Notification shall also give the name of the person representing the Contractor and his or her telephone number. The letter shall be prepared and delivered by the Contractor.

4. CONTRACTOR'S RESPONSIBILITIES

Contractor agrees that he or she shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours.

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Appendix A – Special Conditions

5. TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part, for such period as deemed necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he or she may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days. If a portion of the work at the time of such suspension is not a current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days would otherwise have been considered working days had not the work been suspended.

6. TESTING

All first compaction tests shall be performed at no expense to the Contractor. The cost of each subsequent retest shall be paid for by the Contractor if the first tests fail to meet the required relative compaction.

7. DUST CONTROL

Dust control shall conform to Section 7-8 of the Standard Specifications and the cost of labor and equipment required for the work shall be included in the various bid items and no separate payment will be allowed. The cost of water will be paid by the Contractor. Reference to and incorporation of the provisions of Sections 23113, 23114, 23115 and 40,000.16 of the California Vehicle Code regarding containment and transportation of any aggregate material upon public roadways is made to these Specifications.

8. DISPOSAL OF CONCRETE AND A. C. SURFACING

All concrete, A.C. and pavement removed from the project site shall be disposed of at a site obtained by the Contractor and approved by the Engineer. **No recyclable material shall be disposed of at any landfill. All disposable recyclable materials shall be disposed in a manner that facilitates recycling.** Payment for disposal, including all costs of hauling, shall be as specified in the Technical Specifications or Explanation of Bid Items. The Contractor shall report quantities of disposed material in a manner that enables the City to utilize diverted quantities as diversion credits pursuant to California

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Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.)

9. DISPOSAL OF OIL CAKE, VEGETATION, WOOD DEBRIS, STRUCTURE DEMOLITION AND OTHER DEBRIS

All oil cake, wood debris, structure demolition, vegetation and any other debris removed from the project site shall be legally disposed of at a site(s) obtained by the Contractor ("Disposal Site(s)") with prior written permission of the Engineer. Contractor shall identify the proposed Disposal Site(s) at the pre-construction conference. Such Disposal Site(s) shall be a properly licensed and permitted facility pursuant to state and local regulations for purposes of accepting delivery of the respective materials. No recyclable material shall be disposed of at any landfill. All disposable recyclable materials shall be disposed in a manner that facilitates recycling. In addition to the following, a certificate of compliance stating disposal location and manner of disposal of recyclable materials shall be submitted to the Engineer.

Contractor shall make arrangements for disposing of the materials at the Disposal Site(s) and pay all costs involved. Arrangements shall include, but not be limited to, obtaining written authorization from the property owner of the Disposal Site(s) and before disposing of any material off the project site, Contractor shall furnish to the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City of Fresno from any and all responsibility in connection with the disposal of material on the property of the Disposal Site(s). Before any material is disposed of on the Disposal Site(s), the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization.

It is expressly understood and agreed that the City of Fresno assumes no responsibility to the Contractor whatsoever by the granting of such permission and Contractor shall assume all risks in connection with the use of the Disposal Site(s). The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the Disposal Site(s) and the status of any permits or licenses in connection therewith.

Within 24 hours of removing the respective material from the project site for disposal, Contractor shall provide Engineer with a certified copy of the weight slip from the Disposal Site obtained by Contractor upon delivery of such debris, and a certified statement from Contractor identifying the material constituting the debris and that it was disposed of at the Disposal Site (identifying the facility and name of the owner) in accordance with all laws and applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies.

Payment for disposal, including all costs of hauling, shall be as specified in the Technical Specifications or Explanation of Bid Items. The Contractor shall report quantities of

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Appendix A – Special Conditions

disposed material in a manner that enables the City to utilize diverted quantities as diversion credits pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.)

10. **CLEAN UP**

Clean up shall be in accordance with Section 7-8 of the City Standard Specifications, which is referred to in full and contained herein as part of these Specifications.

11. **PARKING PERMITS**

All Contractors using vehicles, necessary for the performance of work for the City of Fresno, that require parking off the job site in an area subject to a parking violation shall obtain a special parking permit issued by the City Traffic Engineer. Contractors not possessing such a valid parking permit shall be required to otherwise comply with the parking requirements of Chapter 14 of the Fresno Municipal Code and will be subject to fines for violation of the Code.

12. **TRAFFIC CONTROL**

Any additional project specific requirements are outlined in Div. VI Technical Specifications.

Access to all local streets, businesses and residences shall be maintained at all times, except as noted. Turn lanes are not to be considered as travel lanes. Provide a minimum of one 12-foot travel lane in each direction at all times.

Intersections:

Intersections may not be closed. A detour and barricading plan must be submitted to the City of Fresno Traffic Engineering Division at least 48 hours in advance of any work being done. Written approval shall be obtained from the Traffic Engineering Division prior to the beginning of work.

Public Notification:

The Contractor will ensure the public is given at least 7 days notification prior to street closure, and 96 hours notification prior to trail and lane closure. Method of notification must be approved in writing by the Engineer.

Any deviation from these requirements must have prior written approval of the Engineer and the Traffic Engineering Division.

Traffic Control Systems:

The *California Manual on Uniform Traffic Control Devices* (MUTCD) is hereby referred to and incorporated herein as though set forth in full. Special attention is directed to Section 7-10 of the City Standard Specifications.

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The Contractor shall be responsible for removal of any traffic markings and/or signing that may conflict with detour channelization and the placement and removal of any temporary traffic markings and/or signing as may be required by the City Traffic Engineer or his or her designee, or desired by the Contractor. Any removal of traffic markings shall be accomplished by burning off or sandblasting of the existing markings.

It is the responsibility of the Contractor to prepare a traffic control, traffic detour and temporary lane delineation plan for use during construction.

It is also the responsibility of the Contractor to obtain the City Traffic Engineering Division's written approval of the Traffic Control plan prior to the beginning of any work.

Approval of the Traffic Control Plan may be rescinded at any time if all necessary signing and barricading is not placed and maintained as required.

Should it become necessary to rescind approval of the Traffic Control Plan, the City shall place and maintain all necessary signing and barricading. Payment for this work shall be deducted from the Contractor's *final payment*. Furthermore, non-compliance with any of the stated conditions in this section by Contractor will result in public inconvenience and/or exposure of the public to a dangerous condition, and such inconvenience and exposure is difficult to determine. Therefore, the Contractor agrees that liquidated damages of \$1,000.00 per calendar day for each and every calendar day not in compliance with the stated conditions in this section shall be applied during the period whereby approval for the plan has been rescinded. Such liquidated damages shall be in addition to any other liquidated damages withheld from payments under these Specifications due to any delay by Contractor. In the event that the total liquidated damages exceed the final payment due the Contractor, the excess amount shall be due and payable immediately by the Contractor to City.

Construction Management with the assistance of the Traffic Engineering Division will be observing and directing the Contractor on proper traffic signing and barricading through

the construction zone. The Contractor shall provide safe access for the City inspection staff to make their observation.

The Contractor shall strictly comply with, and will be solely responsible for, all required traffic control and devices as per City approved plan and any revisions thereof. The Contractor shall inspect the traffic control setup at two-hour intervals at the least and correct all problems immediately.

The Contractor shall be responsible for providing all necessary flagging and maintaining traffic control facilities, 24 hours per day, 7 days per week for the entire duration of the project.

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13. REMOVAL OF PAVEMENT MARKERS

Existing pavement markers, when no longer required for traffic lane delineation, shall be removed, and disposed of as directed by the Engineer.

Full compensation for removing and disposing of pavement markers shall be included in the various bid items and no separate payment will be made.

14. SURVEY MONUMENTS AND CONSTRUCTION STAKING

The Engineer shall provide horizontal and vertical controls which consist of control stakes at 50-foot intervals, angle points, and beginning and ending of curves only for proposed concrete improvements, edge of pavement, proposed underground facilities to be constructed under this Contract, and areas as required by Engineer.

All requests for staking shall be in writing and signed by the Contractor. All requests for staking shall be submitted to the Engineer at least two working days prior to the need for such staking. The Project Inspector or Chief Surveyor will accept verbal requests for staking provided the Contractor signs a written request prior to commencement of the staking. Any stakes disturbed or removed prior to completion and inspection of the work controlled by said stakes shall be replaced by the Engineer at the expense of the Contractor. The cost of re-staking or replacement of stakes so disturbed shall be charged to the Contractor at the rate as shown in the Master Fee Schedule in effect at the time the Contract is awarded. Said cost will be deducted from monies owed the Contractor under progress payments or fixed payment. Execution of the request for staking shall be prima facie evidence that the Contractor is responsible for all stakes set pursuant to the request.

The Contractor shall pay overtime rates when staking is required and performed at other than normal working hours. The hourly overtime rate for staking, as shown in the Master Fee Schedule in effect at the time the Contract is awarded, shall be paid when such overtime services are required on City observed holidays, Saturdays, Sundays, or before or after the normal 8 hours of a normal working day.

15. LOCATION OF THE WORK FOR INSTALLATIONS

The exact location for installation purposes will be indicated by the Engineer with location stakes, and the Contractor will not commence any work hereunder without such stakes in place.

Full compensation for all costs involved in the above shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

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Appendix A – Special Conditions

16. PROJECT SITE MAINTENANCE

Reference is made to Section 7.8 of the City Standard Specifications, which is referred to in full and contained herein as part of these Specifications together with the following addition:

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean as directed by the Engineer.

Full compensation of clean up during construction and for final clean up shall be included in the prices bid for the various items of work, and no separate payment will be made.

17. UTILITIES

Reference is made to Section 5 of the City Standard Specifications contained herein as part of these Specifications with the following additions:

As directed by the Engineer, and as set forth in these Specifications, the Contractor shall expose, prior to construction staking, all existing utilities which may control proposed facility grades, so that the Engineer may verify the grades prior to staking. Two working days' notice shall be given the Engineer.

The Contractor is responsible for protection of all utility services and facilities within the limits of work. Responsible diligence has been exercised in locating all lines, but the Contractor is responsible for checking in the field the locations as shown and is further responsible for any and all utilities whose presence or location is unknown.

All existing utility mains and service lines shall be kept in constant service during the construction of this project. Hand excavating shall be employed where necessary to safely expose existing utilities.

All utility services and facilities damaged or broken by the Contractor shall be repaired or replaced in accordance with the requirements of the owner of said utility. The Contractor

will be permitted to sever a sanitary sewer house branch, provided an approved temporary conduit for the missing portion is installed immediately.

The cost of verifying the locations of said utility facilities indicated on the Plans, including exposing them prior to construction, and the full cost of protection, repair, or replacement of utilities shall be included in the various bid items of work with no separate payment thereof.

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The Contractor should be aware that, because of the depth of certain facilities and their close proximity to existing utilities, it may be necessary for the Contractor to protect and support adjacent or crossing utilities and improvements. If utility poles require bracing during storm drain construction, the Contractor shall contact the effected utility companies and have their forces brace the pole. The Contractor shall reimburse the utility company for all costs associated with bracing utility poles. The Engineer has made a diligent attempt to show on the Construction Drawings all pertinent intersecting utilities which may affect the work. Utilities shown in profile view are shown at their most probable location, based upon available as-built drawings and known construction custom. The Contractor shall exercise extreme caution in excavating for this project and shall protect existing utilities from damage, inasmuch as their exact location is unknown until exposed by the excavation.

18. HAZARDOUS MATERIAL AND UNFORESEEN CONDITIONS

In the event any Work hereunder involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer, in writing, of any: (i) 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 provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; and (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in these Specifications. The Procurement Specialist will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, it will issue a change order under the procedures described in these Specifications. In the event that a dispute arises between the Procurement Specialist and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Procurement Specialist and Contractor shall retain any rights provided by Contract or law which pertain to the resolution of disputes and protests between the parties.

Full compensation for all costs involved in locating, verifying, protecting, exposing, bracing, and otherwise providing for utilities, and compliance with preceding paragraph shall be included in the amounts bid for Miscellaneous Facilities and Operations or the various items of work, and no separate payment shall be made therefor.

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19. ACCESS TO PROPERTY

Pedestrian and vehicular access to properties shall be provided and maintained at all times, unless arrangements are made with the property owners, their tenants, renters, or lease holders along the streets and alleys, to deviate from this requirement. Exceptions include during the actual placing of concrete or for very short periods during paving operations. Access shall be safe and reasonable for pedestrians and motor vehicles used by the property owners and emergency vehicles (fire, police, and ambulance). The Engineer will make the sole determination of what is safe and reasonable.

The Contractor's failure to provide safe and reasonable pedestrian and vehicular access shall provide just reason to issue a stop work order to the Contractor with no additional working days added to the Contract.

20. AMERICANS WITH DISABILITIES ACT ACCESSIBILITY

If the previous pedestrian facility was accessible to pedestrians with disabilities, the path provided during construction and/or temporary traffic control shall also be accessible.

This will consist of a continuous, unobstructed 48" wide pedestrian path of travel adjacent to the work site, preferably parallel to the same sidewalk that has been obstructed. There shall not be any abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The Contractor shall install and maintain temporary concrete, asphalt, or wood ramps to provide a safe path of travel for mobility-impaired pedestrians at locations where ramps have been temporarily removed or are needed to route pedestrians. Barriers and channelizing devices shall be detectable to pedestrians who have visual disabilities. These considerations include, but are not limited to, the following:

- The path of travel shall not have abrupt changes in grade, elevation, or terrain. The path of travel shall have a cross slope of 2% or less; running slope may be equal to that of the topography of the adjacent street.
- Any changes in level in a path of travel that is over ¼" – ½" height shall be beveled at a 45-degree angle to provide a smooth transition.
- Temporary ramps shall be a minimum of 48" wide, with a running slope ratio not to exceed 1:12 (one foot run for every inch of the curb). Sides of a ramp shall be protected where there is a drop off. For all ramps not meeting the definition of a *curb ramp*, handrails will be provided in conformance with Title 24 and the Americans with Disabilities Act Design Standards.

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- For walkways in the pedestrian path that have less than 5' of clear width, there shall be provided passing spaces 5' wide every 200 ft. to provide adequate space for two pedestrians in wheelchairs to pass each other.
- Signposts, scaffolding and fencing and other supports shall be placed to provide an unobstructed path of travel that is 48" wide and 80" high.
- Closed trenches, temporary paving surfaces, walking surfaces, steel plates, etc. shall have a smoothly finished, firm walking surface made even with surrounding walkways. If plywood is used as a temporary walking surface, it will be a minimum of $\frac{3}{4}$ " in thickness and it will be anchored using either a mechanical fastener, cold mix or asphalt so that it is stable and level with surrounding surfaces.
- When a sidewalk is closed and pedestrian traffic detoured, sidewalk signs indicating that the sidewalk, curb ramp, or both the sidewalk and curb ramp are closed are required. These signs shall be placed so as to provide ample warning of the detour to people with mobility impairments and minimize backtracking. Signs shall be placed so that they are visible from the sidewalk before the detour begins.
- When a sidewalk is completely closed, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
- During detours, access shall be provided by directing all pedestrian traffic to the unaltered side of the street where marked crossings and usable curb ramps exist; if such elements do not exist, temporary marked crosswalks and temporary ramps shall be provided. Any plan proposing temporary marked crosswalks and ramps shall be approved in writing by the City Traffic Engineer or his or her designee.
- To protect pedestrians with visual disabilities using a mobility cane and to serve as a wheelchair stop, barriers shall have brightly contrasting colors marking each end and a ground rail running the length of each side of the barrier that is attached to the base.
- A-frames and other devices used for defining path of travel shall be connected and maintained to provide a stable guide to help a pedestrian with a visual disability negotiate a safe path while using a cane. These devices shall provide a continuous detectable edge at least 6" above the surface of the sidewalk or pathway, with the bottom of the edge a maximum of 2" above the ground or walkway surface. This edge should be firmly attached to the ground or to other devices.
- The bottom 3" of fencing material (e.g., chain link, plastic, etc.) shall be solid to provide a guide for pedestrians with visual disabilities and limit the likelihood that

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a long cane will be caught in the fence. This may be achieved by attaching a solid material to the bottom portion of the fence.

- During working hours, open excavations will not be allowed to adjoin or interrupt the pedestrian path. No open excavations will be permitted in pedestrian access areas overnight.
- Caution tape or its equivalent shall NOT be used by itself to delineate the path of travel or create a barricade.
- The Contractor shall provide notice to Fresno Area Express (FAX) at (559) 621-1424 twenty-four hours before engaging in work that will impede access to a FAX bus stop to allow the relocation of the bus stop to a temporary, accessible location.

Each project is unique, and the Contractor is responsible for and will conduct a thorough review to ensure complete, safe, usable, and accessible paths of travel.

Full compensation for all costs involved shall be included in the amount bid for the various items of work and no separate payment will be made.

21. COORDINATION BETWEEN CONTRACTORS

The Contractor shall coordinate his or her work at the site with work which may be done concurrently by other Contractors as required by Section 5-1.20 of the State Standard Specifications.

Full compensation for all costs involved shall be included in the amount bid for the various items of work and no separate payment will be made.

22. ADJUSTMENT OF EXISTING UTILITY FACILITIES

The following are for estimating purposes only, and the Contractor should field verify the exact number of facilities to be adjusted to finish pavement elevation.

The following facilities shall be adjusted to grade by the Contractor unless otherwise directed by the Engineer:

- (a) Sanitary Sewer Manhole
- (b) Storm Drain Manhole
- (c) Water Valve Casings and Lids

All other utilities shown on the Plans which may need adjustment to grade shall be done by their respective owners. All adjustments will be done after the paving operations. Contractor shall be responsible to identify the location with a physical marker and notifying the respective utility companies concerned; for PG&E, contact Mr. Dale Overbay at (559)

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263-7373, for AT&T, contact Ms. Geneva McJunkin at (559) 454-4697 or Mr. David Scott at (559) 228-7020, and for FMFCD, contact Mr. Mark Will at (559) 456-3292.

23. HANDLING OF WATER MAIN

For projects that include installation of a water main, all pipe, fittings, valves and accessories shall be loaded and unloaded with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidding against pipe on the ground.

Gaskets for push on joints to be stored shall be placed in a cool location out of direct sunlight.

24. CONSTRUCTION SCHEDULE

If included in the project, the first order of work shall be the installation of the water main. Contractor shall trench through existing pavement and no additional pavement areas beyond the normal trench width shall be removed. The contractor may commence remaining work after obtaining satisfactory results for the pressure test(s) on the water main.

25. ASPHALT CONCRETE MIX DESIGN APPROVAL

The Contractor shall submit to the Engineer a proposed mix design for each asphalt concrete mixture to be used at least two weeks prior to production of that asphalt concrete mixture. The proposed mix designs shall conform to the asphalt concrete mixture quality requirements specified in Section 39-2 of the State Standard Specifications.

The Contractor shall furnish test data in support of each proposed mix design including asphalt concrete quality requirements for California Test 305, Swell; California Test 307, Moisture Vapor Susceptibility; and, California Test 366, Stabilometer Value. The test data furnished shall be for an asphalt concrete mixture that conforms to the proposed target values for the asphalt binder content. The Contractor shall submit the following for each asphalt concrete mixture proposed for use under the contract:

A. Aggregate and mineral filler:

1. Target values for percent passing each sieve size for the aggregate blend. The proposed target values, for the specified type and aggregate size, shall conform to the aggregate gradation limits specified in Section 39-2.02, *Aggregate*, of the State Standard Specifications.
2. Results of tests for aggregate quality requirements specified in Section 39-2.02, *Aggregate*, of the State Standard Specifications.

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3. Source of each aggregate to be used.
4. Percentage of each aggregate stockpile or hot bin to be used.
5. Gradation of each aggregate stockpile or hot bin to be used.

B. Asphalt binder:

1. Target value for asphalt binder content for each proposed asphalt concrete mixture.
2. Results of the asphalt binder quality tests as specified in Section 92, *Asphalts*, of the State Standard Specifications.

Asphalt concrete production for this project shall not begin until the Contractor has received written notification that the proposed mix design has been accepted by the Engineer.

Adjustments, from one mix design to another, shall not be made during the progress of the work, unless permitted in writing by the Engineer. The Contractor shall submit to the Engineer a proposed mix design for each new asphalt concrete mixture to be used at least two weeks prior to production of that mixture. Changes in stockpile or hot bin proportions to conform to aggregate grading requirements will not be considered changes in the approved mix design.

26. **ARCHEOLOGICAL AND HISTORICAL FINDINGS**

Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he or she shall immediately cease operations in that location and notify the Construction Manager. The Construction Manager will immediately investigate the Contractor's finding and will direct the Contractor to either resume his or her operations or to suspend operations as directed.

Should the Construction Manager order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the General Conditions.

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27. SALVAGED ITEMS

See Plans for locations of specific items to be salvaged. All salvaged material shall be delivered by the Contractor to the FAX Bus Yard, located at 2223 “G” Street. Contractor to coordinate with FAX Project Manager for delivery of items.

28. PERFORMANCE AND ASSURANCES

Contractor agrees to faithfully and expeditiously perform or cause to be performed all work as described in the plans and specifications, or as later amended and approved by City under this Contract, and to perform in accordance with applicable provisions of the law.

29. CHANGE ORDERS

Approval of any change order by the City is subject to Resolution No. 2017-158 and adopted by the City Council. Notwithstanding the inclusion of the City Standard Specifications, Section 3 entitled, “Changes in Work”, if this project is federally funded, the change order markup rates shall be based on the contractor’s overhead rates as negotiated in the base agreement or as

agreed to in the Contractor’s Schedule of Values. If no agreement has been reached between the Contractor and the City, Overhead and Profit shall be negotiated with each change order.

The City’s evaluation of profit shall be based on technical, cost, schedule and/or performance risk. Profit may be based on the base agreement if the nature of the work poses similar risks to those in the base agreement. However, in no case shall the value of the total mark-up exceed the mark up rates in the base agreement.

30. DUST CONTROL AND STORM WATER POLLUTION PREVENTION

It shall be the responsibility of the Contractor to prepare, obtain approval and implement all of the requirements of the latest Fugitive Dust Control Plan (FDCP) in accordance with the San Joaquin Valley Air Pollution Control District (District) Regulation VIII. Also, it shall be the responsibility of the Contractor to prepare, obtain approval and implement all of the requirements of the latest State National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ and industry standards according to the State Water Quality Control Board (SWQCB).

Dust Control

The FDCP and maps must be prepared utilizing the latest requirements of the District. Once the FDCP and maps have been prepared, it shall be the responsibility of the Contractor to submit and obtain written approval by the District. Until a written approval

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has been obtained by the District, no construction activity shall commence on the project site. Once a written approval has been obtained, the Contractor shall submit to Construction Management a copy of the approved FDCP with all maps. The Contractor shall keep the FDCP current as required by the District. The Contractor shall keep a copy of the approved FDCP, and amendments thereto, at the job site and in the general business office of the Contractor. In addition, the Contractor shall make available to Construction Management copies of all amendments to the FDCP as prepared by the Contractor. The FDCP shall be made available upon request of a representative of the District or U.S. Environmental Protection Agency. Requests by the public shall be directed to the Engineer.

Contractor must provide written notification to the District at least 48 hours in advance of any earthmoving activity. Record keeping is required by the District and must be kept for each day any dust control measure is used. Copies of record keeping forms, and the Construction Notification form are available on the District's website at www.valleyair.org under Compliance Assistance/Dust Control. The Contractor shall be familiar with and shall have a copy of the District's *Regulation VIII – Fugitive Dust Control at Construction Sites*. Copies of the regulation may be obtained online at the above-mentioned web site.

Storm Water

It shall be the responsibility of the Contractor to comply with all of the requirements of the latest NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ according to SWQCB and standard industry practice. This includes, but is not limited to, preparing plans and application, maps as well as all necessary reporting on the SWQCB's Storm Water Multiple Application and Report Tracking

System (SMARTS System). The Contractor, working with their certified Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD), will determine what would be the best

course of action to comply with the latest State NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ. If the Contractor's QSD determines a SWPPP is the best course of action, it shall be the responsibility of the Contractor and their QSD to submit to Construction Management a completed SWPPP for review. Upon acceptance of the SWPPP document by Construction Management, the QSD shall prepare a Notice of Intention (NOI) application in the SWQCB's SMARTS System and upload all necessary documents and maps to be approved by the Legally Responsible Person (LRP). Until a written approval of the SWPPP has been obtained from the SWQCB, no construction activity shall commence on the project site. Upon obtaining written approval of the SWPPP, it shall be the responsibility of the Contractor to implement the SWPPP. Throughout the course of the project, the Contractor's certified Quality SWPPP Practitioner (QSP) shall conduct periodic inspections, testing, any reporting on the

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SMARTS System as well as coordinate with the QSD to update the SWPPP as necessary. At the conclusion of construction, it shall be the responsibility of the Contractor and his or her QSD/QSP to ensure the annual report has been updated on the SMARTS System as well as prepare the Notice of Termination (NOT) for City's approval. The Contractor shall keep a copy of the approved SWPPP, and amendments thereto, at the job site and in the general business office of the Contractor. In addition, the Contractor shall make available to Construction Management copies of all amendments to the SWPPP as prepared by the Contractor. The SWPPP shall be made available upon request of a representative of the Fresno Metropolitan Flood Control District, Regional Water Quality Control Board, State Water Resources Control Board or U. S. Environmental Protection Agency. Requests by the public shall be directed to the Engineer.

If the Contractor and/or his/her QSD determines that a SWPPP is not necessary, then it shall be the responsibility of the Contractor to provide a list of Best Management Practices (BMP) that are to be implemented during the Work to Construction Management. The Contractor shall implement the BMP in a timely manner and maintain throughout the duration of the project. The Contractor shall keep a copy of the BMP list and any modification to the list at the job site and in the general business office of the Contractor. In addition, the Contractor shall make available to the City copies of all modifications to the BMP list. The BMP list shall be made available upon request of a representative of the Fresno Metropolitan Flood Control District, Regional Water Quality Control Board, State Water Resources Control Board or U. S. Environmental Protection Agency. Requests by the public shall be directed to Construction Management.

Notice of violation and/or fines for any non-compliance will be the responsibility of the Contractor.

APPENDIX B INSURANCE REQUIREMENTS

Summary:

*Appendix B describes type and coverage amount required
of a successful bidder.*

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INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR 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 his/her designee at any time and in his/her 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, 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 CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, 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

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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

CONTRACTOR shall procure and maintain for the duration of the contract 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) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 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,

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(iii) \$1,000,000 disease policy limit.

4. BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building, or renovation of, or addition to, an existing building.)

5. CONTRACTORS' POLLUTION LEGAL LIABILITY with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

(i) \$1,000,000 per occurrence; and,

(ii) \$2,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by CONTRACTOR pursuant to the Agreement.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR 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

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any 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 (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer,

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broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR 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, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.

(ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees, and volunteers as an additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO Forms: CG 20 10 11 85 or both CG 20 10 04 13& CG 20 37 04 13.

(iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. Primary and Non Contributory coverage under the General Liability policy shall be as broad as that contained in ISO form CG 20 01 04 13.

These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) If CONTRACTOR 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 CONTRACTOR.

(vi) 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.

(vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees, and volunteers.

(viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as a Loss Payee.

PROVIDING OF DOCUMENTS

CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein All certificates and applicable endorsements are to be

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received and approved by the CITY'S Risk Manager or his/her 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, CONTRACTOR 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 CONTRACTOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(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, CONTRACTOR 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.

APPENDIX C
California Prevailing Wage Rates

Summary:

*Appendix C provides the link to the current
California Prevailing Wage Rates*

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The links below are for details of California Prevailing Wage Rates:

<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

**Prevailing wage rates for the following labor classes are provided
as an attachment.**

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STRUCTURE

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Appendix D – Statement of Work and Explanation of Bid Items

APPENDIX D

**STATEMENT OF WORK
EXPLANATION OF BID ITEMS**

Summary:

*Appendix D provides the Statement of Work
and Explanation of Bid Items*

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STATEMENT OF WORK

The scope of work includes providing labor and materials to furnish and install approximately 140 ft x 24 ft (3,360 sq. ft.) of a covered shade structure over the front parking stalls of the Fresno Area Express Administration Building parking lot.

Explanation of Bid Items

The unit price bid per unit measure of work shall include all costs of labor, equipment, and materials necessary for the furnishing, installing and/or constructing complete and in place and operating in accordance with the Plans and Specifications for the City of Fresno for all work listed in the bid items.

Bid Item No. 1 - Mobilization

This item shall be bid a lump sum and shall conform to the provisions of Section 9-1.16D of the City adopted Edition of the Caltrans Standard Specifications and these Specifications.

This item shall consist of covering the Contractor's cost for contract documents and for the moving of personnel, equipment, supplies and incidentals to the project site

The lump sum price for this item has been determined to be \$5000.00 and shall not exceed that amount. No additional payment will be made for this item.

Bid Item No. 2 - Mediator (Owner's 50% Share, See Page 71 of General Conditions)

This item shall be bid a lump sum for Mediator. Reference is made to "Mediator" on page 71 of the General Conditions.

This work shall consist of paying the City's share of the costs of the Mediator, in conformance with the provisions in the Specifications, and as directed by the Engineer.

The dollar amount listed on the Bid Proposal form is an estimate only and will be included in each bidder's Bid Proposal.

The bid item may be increased, decreased, or deleted in its entirety and is not to be construed as additional money owed to the Contractor. If no change order is issued against this bid item, the contract price shall be reduced by the full amount of the bid item included in the Bid Proposal for the Mediator

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Bid Item No. 3- Pedestrian & Vehicular Traffic Control (Lump Sum)

This item shall consist of the Contractor's responsibility to provide safety and convenience to the public in connection with the Contractor's operations. The Contractor shall be responsible for providing a Traffic Control Plan prior to starting work and for furnishing, placing, maintaining, repairing, replacing and removing barricades, detours, traffic handling equipment and devices, signs, lights, flares, temporary railing, and other affected facilities. All Traffic Control plan production shall be prepared by a C-31 licensed subcontractor or qualified Professional Engineer; all field set up and traffic control maintenance shall be performed by a C-31 licensed subcontractor.

Bid Item No. 4 - Clearing & Grubbing

This item shall be bid a lump sum and shall be in accordance with the provisions of Section 10 of the City of Fresno Standard Specifications, be in accordance with the provisions of Sections 16 of the State Standard Specifications, the applicable provisions of Division IV of these Specifications, as shown on the Plans, and as directed by the Engineer.

This work shall include the removal and disposal of the concrete curb, gutter, sidewalk, curb ramp, all of which are shown on the Plans, and all other items necessary to be removed as specified in Section 10 of the City of Fresno Standard Specifications.

This work shall also include all concrete, and asphalt saw cutting necessary for removal of existing concrete items and asphalt items as needed for reconstruction of new improvements as shown on the Plans.

The following is a list of approximate quantities of various items to be removed and the costs for their removal shall be included in this bid item:

Planter Area	50	S.F.
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This work shall also include the maintenance and/or modification of existing landscape irrigation systems affected by the scope of work as shown in the plans and as required in the project specifications. At locations where no relocation of existing sprinkler systems are contemplated on the plans and the Contractor must disturb said systems in order to complete the work under this and other items of work, such as while removing concrete work and forming new concrete work, the Contractor shall temporarily cap said line and then return them to service within 48 hours. If the Contractor cannot restore service in 48 hours, then Contractor shall make provision for temporary irrigation of

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Appendix D – Statement of Work and Explanation of Bid Items

affected landscape every 48 hours until permanent irrigation service is restored. The method of temporary irrigation service will be approved by the Engineer. No separate payment will be made for such operations, and full compensation shall be included in the amount bid for clearing and grubbing.

Safe root pruning distances based upon the tree diameter and one (1) foot above ground level are as follows:

<u>Tree Diameter (in.)</u>	<u>Distance from Tree Trunk (ft.)</u>
4	1¼
5	1½
6	1¾
7	2
8	2¼
9	2½
10	2¾
11	3
12	3¼
13	3½
14	3¾
15	4
16	4¼
17	4½
18	4¾
19	5
20	5

Note: When it is absolutely necessary to cut closer than the safe distance from a tree trunk, only cut one side the smallest amount possible. All tree root pruning which is necessary but closer than the safe distance, shall be approved by the Engineer.

Work on this bid item shall not commence until the City Chief Surveyor has been notified 48 hours before at 621-9513.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing, shall be included in the lump sum price of this bid item.

All costs associated with this bid item shall be included in the lump sum price and no additional payment will be made.

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Bid Item No. 5 Furnish & Install Shade Structure

This item shall be bid a lump sum and shall conform with these Specifications and as directed by the Engineer.

This item shall consist of furnishing and installing the shade structure, including pier foundations, as shown on the Plans.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in furnishing and installing the shade structure shall be included in the unit price of this bid item.

APPENDIX E
TECHNICAL SPECIFICATIONS

Summary:

*Appendix E provides the Technical Specifications for the
Parking Lot Shade Structure*

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SECTION 03 15 20
ANCHOR BOLTS AND POST-INSTALLED ANCHORS

PART 1 GENERAL

1.1 WORK INCLUDED

A. The work of this section consists of furnishing and installing all materials and equipment and providing all labor necessary to complete the work shown on the drawings and/or listed below and all other work and miscellaneous items not specifically mentioned but reasonably inferred for a complete installation, including all accessories and appurtenances required for a completed system.

B. Cast-in-Place anchor bolts, anchor bolts and threaded rod anchors for epoxy grouting.

C. Expansion anchors to be installed in hardened concrete.

1.2 RELATED WORK

A. Section 03 30 00 – Cast-in-Place Concrete

B. Section 03 60 00 – Grout

1.3 SUBMITTALS

A. As specified in Section 01 33 00 – Submittal Procedures.

1.4 MATERIALS

A. All materials in contact with potable water shall be certified to ANSI/NSF Standard 61.

1.5 GENERAL

A. Unless otherwise specified or indicated on the drawings, all anchor bolts shall be cast-in-place bolts, shall have a diameter of at least 3/4 inch, and shall be headed and shall include a square washer, a minimum of 1/4 inch thick and 2 inches square.

B. Expansion anchors and threaded rod anchors indicated or accepted in lieu of cast-in-place anchor bolts for equipment or structural framing shall have a diameter of at least 3/4 inch and shall be ICC Evaluation Service Report listed.

1. Unless otherwise specified or indicated on the drawings, or approved by the Engineer, all other expansion anchors shall have a diameter of at least 1/2 inch.

PART 2 MATERIALS

2.1 MATERIALS

A. Nuts and washers for anchor bolts and expansion anchors shall be the same

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material as the bolts or anchors they are used with.

Application	Reference
A. Anchor Bolts and Nuts	
1. Carbon Steel	ASTM A307
2. Stainless Steel	IFI-104, Grade 304 or 316
3. Galvanized Steel	Carbon steel bolts and nuts; hot-dip galvanized, ASTM A153 and A385.
B. Threaded Rod Anchors and Nuts	
1. Carbon Steel	ASTM F1554, Grade 55 with ASTM A563 nuts
2. Stainless Steel	ASTM 593 with ASTM F594 nuts
3. Galvanized Steel	Carbon steel bolts and nuts; hot-dip galvanized, ASTM A153 and A385
C. Flat Washers	ANSI B18.22.1; of the same material as anchor bolts and nuts.
D. Expansion Anchors	
1. For Concrete	Fed Spec FF-S-325; wedge type, Group II, Type 4, Class 1 or 2; self-drilling type, Group III, Type 1; or nondrilling type, Group VIII, Type 1 or 2; Hilti Kwik Bolt TZ2 ICC ESR- 4266, Simpson Strong-Bolt 2 ICC ESR 3037, or ICC approved equivalent.
E. Adhesive Anchors	Hilti HIT RE-500 V3 ICC ESR 3814, ITW Red Head A7+ICC ESR 3903 or ICC approved equivalent.

- A. Anchor bolts, threaded rod anchors, expansion bolts and adhesive anchors for buried service, splash zones, exterior use and immersion service shall be stainless steel. Zinc coated expansion anchors shall not be used for buried, splash zone, immersion or exterior service.

PART 3 EXECUTION

3.1 ANCHOR BOLTS

- A. Anchor bolts shall be delivered in time to permit setting before the structural concrete is placed. Anchor bolts which are cast in place in concrete shall be provided with sufficient threads to permit a nut to be installed on the concrete side of the concrete form or supporting template.
- B. Anchor bolts and threaded rod anchors which are to be epoxy grouted shall be clean and free of coatings that would weaken the bond with epoxy.

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- C. Two nuts, a jam nut, and a washer shall be furnished for anchor bolts and threaded rod anchors indicated on the drawings to have locknuts; two nuts and a washer shall be furnished for all other anchor bolts.
- D. Anti-seize thread lubricant shall be liberally applied to projecting, threaded portions of stainless steel anchor bolts and threaded rod anchors immediately before final installation and tightening of the nuts.

3.2 *EXPANSION ANCHORS*

- A. Expansion anchors shall be installed in conformity with the manufacturer's instructions and ICC Evaluation Service Report recommendations for maximum holding power, but in no case shall the depth of hold be less than four (4) bolt-hole diameters.
- B. Anti-seize thread lubricant shall be liberally applied to threaded stainless steel components immediately before assembly.

3.3 *ADHESIVE ANCHORS*

- A. Adhesive anchors shall be installed in conformity with the manufacturer's instructions and ICC Evaluation Service Report recommendations. Anchors must be installed in holes drilled using carbide-tipped drill bits or diamond core drill bits. Should diamond core drill bits be used, the manufacturer's roughening tool must be used in conjunction with the bit.

END SECTION

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SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Work required under this section consists of furnishing all materials, supplies, equipment, tools, transportation, and facilities, and performing all labor and services incidental to furnishing and installing concrete work as described in this section of the Specifications shown on the accompanying Plans, or reasonably implied therefrom, except as hereinafter specifically excluded. The work shall include, but is not necessarily limited to:
1. All form work including special forms as required for any special construction and/or to accommodate the work of others and removal of forms.
 2. All concrete reinforcement, placement, bending and forming thereof.
 3. All concrete and cement finishing, all surface treatment and curing including non-slip finishes.
 4. Installation of all reglets, bolts, anchors, cans, sleeves, column bolts, etc., whether furnished under this section or by others.
 5. The furnishing of all items required to be or shown on the Plans as embedded in concrete, which are not specifically required under other sections.
 6. Setting headers and screeds for finishing and protecting concrete.
- B. Where prior inspection and test of materials are required, documentary evidence, in the form of test reports, shall be furnished prior to the time the material is incorporated into the work. All rejected material shall be promptly removed from the premises.

1.2 RELATED WORK

- A. Division 3 – Concrete
- B. Division 13 – Special Construction

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1.3 REFERENCES

- A. American Concrete Institute (ACI)
- B. American Society for Testing and Materials (ASTM)
- C. State Standard Specifications
- D. California Building Code (CBC)

1.4 DEFECTIVE WORK

- A. Work considered to be defective may be ordered, by the Engineer, to be replaced in which case the Contractor shall remove and replace the defective work at his expense. Work considered to be defective shall include, but not be limited to, the following:
 - 1. Concrete incorrectly formed, or not conforming to details and dimensions on the Plans or with the intent of these documents or concrete the surfaces of which are out of plumb or level.
 - 2. Concrete in which defective or inadequate reinforcing steel has been placed.
 - 3. Concrete containing wood, cloth, or other foreign matter, rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the Plans.
 - 4. Concrete below specified strength.

1.5 SUBMITTALS

- A. As Specified in Section 01 33 00 – Submittal Procedures.
- B. Provide material certificates, mix designs including laboratory testing, shop fabrication and placement drawings, and schedule for all reinforcing steel, embedded items, form release and curing compounds.

PART 2 PRODUCTS

2.2 CONCRETE

- A. Concrete shall conform to ASTM C150. Portland cement shall be Type II, Type II Modified, or Type V. Unless otherwise shown on the

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concrete note sheet or specified in other sections, all concrete shall conform to the following table:

Location	Mix Requirements
Structural Footings and Interior Slabs	3,000 PSI, F0, S0, W1, C1

- Water/cement ratio shall not exceed 0.60 (by weight).
- Slump at placement shall be 5 inches +/- 1 inch.

2.3 AGGREGATE

- A. Aggregate for normal weight concrete shall conform to ASTM C33. Aggregates shall be free of dirt, clay balls, roots, bark and other deleterious substances and shall be thoroughly washed before use.

2.4 WATER

- A. Water shall comply with Section 90-1.02D, "Water" of the State Standard Specifications, and shall be clean and free from injurious amounts of acids, alkalis, salts, oils, organic materials or other deleterious substances.

2.5 FLYASH

- A. Fly Ash: ASTM C618, Class F
- Type of fly ash shall be compatible with the type of cement and the intended use of the concrete.
- B. The weight of fly ash conforming to ASTM C618 shall not exceed 25 percent of the total cementitious material.

2.6 REINFORCING STEEL

- A. Rebar shall be ASTM A615, Grade 60.

2.7 FORM MATERIALS

- A. Exposed Concrete: Plywood complying with U.S. Plywood Standard PS-1 "BB (Concrete Form) Plywood" Class I, or better.
- B. Textured Finish Concrete: Units of face design, size arrangement and configuration to match control sample.

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- C. Cylindrical Columns and Supports: Metal, fiberglass or waxed paper tubes of sufficient wall thickness to resist imposed loads without deformation.
- D. Form Release Agent shall leave behind a paintable concrete surface.
 - Release #1, The Burke Co., or Engineer approved equivalent.

2.8 CURING MATERIALS

- A. Polyethylene film
- B. Reinforced waterproof paper
 - Sisal Kraft, Orange Label, or approved equal.
- C. Liquid-membrane curing compound
 - Curing compound shall comply with ASTM C309, Type 2.
 - White pigmented material
 - Clear pigment may be used for concrete that will be exposed to public view.

PART 3 EXECUTION

3.4 REINFORCING STEEL

- A. Comply with CRSI, “Placing Reinforcing Bars” and as specified herein.
- B. Place reinforcing steel and embedded items in accordance with approved shop drawings.
- C. Splicing of bars shall be by lapping. Lapped splices shall be 50 bar diameters for bar size through #6 and 62 bar diameters for larger bars, unless otherwise shown on the Plans.
- D. Splicing of the wire fabric shall be by lapping. Lapped splices shall be two full mesh, minimum.
- E. All rebar in vertical walls shall be supported by concrete block spacers or metal chairs.
- F. Prior to placement of the concrete, reinforcing steel shall be cleaned and free of all concrete, dirt, oil, mill scale, rust or other coatings that would reduce or destroy the bond.

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- G. All reinforcing steel and embedded items shall be reviewed and approved by the Engineer prior to concrete placement.

3.5 FORMS

- A. All forms shall be cleaned, and an approved agent applied each time they are used and shall be so constructed and set as to resist, without springing or settlement, the pressure of the concrete and the placing operations.
- B. In designing forms and falsework, the concrete shall be treated as a liquid weighing at least 150 lbs. per cubic foot for vertical loads and not less than 85 lbs. per cubic foot for horizontal pressure. The design of the forms and falsework system shall include allowances for temporary construction loads. The rate of placement of concrete shall be so regulated that the pressures caused by the wet concrete will not exceed the designed form pressure. The unsupported length of wooden columns and compression members shall not exceed 30 times the width of the least side.
- C. All forms shall be set and maintained in true alignment, grade and section until the concrete has sufficiently set. The interior surfaces of forms shall be adequately treated with an acceptable material to insure non-adhesion of mortar. All forms shall be mortar tight. When forms appear to be unsatisfactory in any way, concrete placement shall be stopped until the defects have been corrected.
- D. All exposed outside corners, including the top edges of all walls, machinery bases and curbs shall have a $\frac{3}{4}$ -inch chamfer.
- E. Metal tie rods or anchorages within the forms shall be fitted with suitable cones or comparable devices. Metal tie rods or anchorages shall be removed to a depth of 1" from the surface without injury to the concrete. All fittings for metal ties shall be of such design that upon their removal, the cavities which are left will be of the smallest possible size, but of sufficient diameter to allow the cavity to be "dry packed" with cement mortar. The cavities shall be filled with cement mortar and the surface left sound, smooth and even.
- F. Form release agent shall be applied to the form so that no agent comes in contact with reinforcing steel.

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3.6 PLACING

- A. All concrete shall be placed before it has taken its initial set and shall be placed in horizontal layers and in such a manner as to avoid segregation. The concrete adjacent to the forms and joints shall be thoroughly consolidated with a vibrator operating at not less than 4,500 vibrations per minute.
- Pumping equipment shall be of suitable type, without Y-sections, and with adequate pumping capacity.
 - Loss of slump in pumping shall not exceed 1 1/2 ".
 - Concrete shall not be placed through reinforcing that may cause separation of aggregates.
- B. The concrete shall be deposited as nearly as possible in its final position. Drop chutes and elephant trunks shall be used on drops greater than 5 feet. Concrete shall be placed at such a rate that all concrete in the same lift will be deposited on plastic concrete. The concrete comprising each unit of work shall be placed in a continuous lift.
- C. The Contractor shall notify the Engineer 24 hours (1 working day) prior to concrete placement.
- The form work and reinforcing steel placement shall be approved by the Engineer prior to ordering concrete.

3.7 CONCRETE CURING

- A. Exposed concrete surfaces shall be protected from premature drying by covering as soon as possible with canvas, plastic sheets with sealed joints, burlap, sand or other satisfactory materials and kept continuously moist; or, if the surfaces are not covered, they shall be kept continuously moist by flushing or sprinkling.
- Curing shall continue for a period of not less than 7 days after placing the concrete. If curing compound is used, two (2) applications will be made for even coverage. Curing methods must be approved by the Engineer.

3.8 FINISHING

- A. Defective and honeycombed surfaces shall be chipped back to such a depth to expose solid concrete. The surface shall be dampened and

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coated with a bonding agent and packed with mortar.

3.9 TESTING

- A. Testing of concrete shall be as required by the Engineer and in accordance with ACI 301, Chapter 1.7.
- All costs of initial testing will be paid by the Owner unless otherwise noted.
 - All costs involved, including those required by the Engineer, in retesting of concrete required because of a failure to meet these Specifications shall be at the expense of the Contractor.

END SECTION

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SECTION 13 31 33

PRE-ENGINEERED SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The Shade Structure manufacturer shall be responsible for the design, engineering, fabrication, and supply of the work specified herein.
- B. Calculations for the Shade Structure shall be stamped/signed by a Professional Engineer licensed in the State of California.

1.3 REFERENCES

- A. Shade structures must comply with the latest revision of applicable codes and regulations including:
 - 1. CBC 2022.
 - 2. American Society for Testing Materials (ASTM).
 - 3. American Welding Society: Structural Welding Code AWS D1.1: Symbols for Welding and Nondestructive Testing AWS 2.3.
 - 4. International Accreditation Service (IAS).
 - 5. American Institute of Steel Construction (AISC): Specifications for the design, fabrication, and erection of structural steel.
 - 6. ISNetworld Certification

1.4 SUBMITTALS

- A. Provide proof of at least three (3) installed reference sites with minimum size of 2,000 ft² with structures of similar project scope and installation and engineered to CBC Specifications.
- B. Provide a minimum of eight (8) fabric samples to demonstrate fabric color range, and a digital (PDF) or paper document showing steel finish details.
- C. Provide proof of all quality assurance items including:

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1. A list of at least three (3) similar reference projects with over 10,000 sq. ft.

1.5. QUALITY ASSURANCE

Fabrication and erection are limited to firms with proven experience in design and construction of canopies / shade structure and such firms shall meet the following minimum requirements. No substitutions shall be allowed for the following:

- A. A single shade structure contractor shall design, engineer, manufacture, and erect the fabric-based structures.
- B. All bidders shall have at least five (5) years' experience in the design, engineering, and manufacturing of shade structures.
- C. All bidders shall engineer to CBC 2022 requirements with similar scope.
- D. Steel manufacturer shall be accredited by IAS (International Accreditation Service) for Structural Steel Fabrication under CBC 2022 Section 1704.2.2.
- E. Proof of current status as an ISNetworld Member Contractor.

1.6 WARRANTY

- A. The successful bidder shall provide a 12-month warranty on all labor and materials.
- B. A supplemental warranty from the manufacturer shall be provided for a period of 10 years on fabric and 20 years on the structural integrity of the steel, from the date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents and will be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design Product/Manufacturer is Custom Panorama Cantilever by Shade Structures, Inc., d/b/a USA SHADE & Fabric Structures, and branded as VPS, or approved equivalent, and include the structural steel frame, fabric roof, steel cables, all fasteners, and installation.

Contact: Shade Structures, Inc.
d/b/a USA SHADE & Fabric Structures, branded as VPS
DFW International Commerce Park
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261
Contact Name: Brett Ivey – Phone: 442.287.9083
Brett.Ivey@vpslp.Com 3

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- B. To qualify as an approved equivalent, please submit product documentation, fabric samples, and all quality assurance criteria, as per Section 1.4D, at least 10 days prior to bid date. Approved equals will be issued by addendum only prior to bid date.

2.2 GENERAL

Scope: Proposal shall include the building and supply of shade structures, as described herein:

- A. The structures shall consist of a 24' cantilever projection.

1)	Columns:	Min. HHS10x10
2)	Cantilever Beams:	Min. HHS10x6
3)	Crosspieces:	Min. HHS8x6
4)	Extensions:	Min. HHS4x4
5)	Galvanized Cabling	0.375" Steel Cable
6)	HDPE Fabrics	HailShield Ultra/eXtreme 32, or approved equivalent

- B. The shade structure shall conform to the current adopted version of the California Building Code 2022 and local agency additions and amendments.

- C. All shade structures shall be designed and engineered to meet a minimum of 100mph, Exposure C wind loading and 5psf live load. All shade structures shall be engineered with a zero wind pass-through factor on the fabric.

- D. Steel:

1. All Columns, Ridges, Crown Assemblies, and Crosspieces shall be Hot Dipped Galvanized, and must conform to paragraph 6.1 of ASTM A-123/A-123M.
2. Powder Coating:
 - a. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance with solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, and toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, utilizing wire brushes, abrasive wheels, needle gun, etc.
 - b. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance with commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign material.
 - c. Powder coating shall be sufficiently applied (minimum 3 mils thickness) and cured at the recommended temperature to provide proper adhesion

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and stability to meet salt spray and adhesion tests, as defined by the American Society of Testing Materials.

- d. Raw powder used in the powder coat process shall have the following characteristics:
 - i. Specific gravity: 1.68 +/- 0.05
 - ii. Theoretical coverage: 114 +/- 4ft² /mil
 - iii. Mass loss during cure: <1%
 - iv. Maximum storage temperature: 80oF
 - v. Interpon® 800 is a high-durability TGIC powder coating designed for exterior exposure. Tested against the most severe specifications, Interpon 800 gives significantly improved gloss retention and resistance to color change.
- e. When the fabric shade structure(s) will be located within potentially corrosive environments such as (pools, reclaimed water irrigation, saltwater bodies, other standing bodies of water) hot dip galvanizing of Carbon steel or rust protection undercoat primer will be required on all structures at USA Shade's discretion. The rust protection primer shall be Sherwin-Williams® POWDURA® epoxy powder coating Z.R Primer and shall be applied to Carbon steel in accordance with the manufacturer's specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper inter-coat adhesion.
 - i. The primer's attributes shall be:
 1. Specific gravity (g/ml): 2.37
 2. Coverage at 1.0 mil (ft² /lb): 81.6
 3. Adhesion: ASTM D-3359 5B
 4. Flexibility: ASTM D-552 Pass 1/8
 5. Pencil hardness: ASTM D-3363 H-2H
 6. Impact resistance (in.lb): ASTM D-2794 Dir & Rev, 120 in-lbs
 7. Salt spray resistance: ASTM B-117 2000 hours
 8. Humidity resistance: ASTM D-4585 2000 hours
 9. 60° Gloss: ASTM D-523 50 ~ 70
 10. Cure schedule (metal temp): 10min @ 200°C (390°F) 25min @ 135°C (275°F)
 11. Film thickness range (mils): 2.0 ~ 3.0
3. All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold Formed Members and manufactured in an IAS- (International Accreditation Service) accredited facility for Structural Steel Fabrication as per CBC 2022 Section 1704.2.2.
4. All non-hollow structural steel members shall comply with ASTM A-36. All hollow structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply with ASTM A-572, Grade 50.

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5. All galvanized steel tubing shall be triple coated and shall be internally coated with zinc and organic coatings to prevent corrosion.

E. Welding:

1. All shop-welded connections of the canopy / shade structure shall be designed and performed in strict accordance with the requirements of the “American Welding Society” (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the “Prequalified” welded joints, where applicable and by certified welders. No onsite or field welding shall be permitted.
2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of CBC 2022 and local agency additions and amendments.

H. Bolts:

1. All structural field connections of the canopy / shade structure shall be designed and made with high-strength bolted connections using ASTM A-325, Grade B or SAE J249, Grade 8.

I. Tension Cable: Steel cable is determined based on calculated engineering loads.

1. For this project, 0.375” (nominal) galvanized 7x19 wire rope is to be used.

J. Fabric Roof Systems

1. Heavy-duty shade structure fabric shall be UV stabilized HailShield Ultra (eXtreme 32) shade cloth, as manufactured by MultiKnit Ltd and made of a high-density polyethylene mesh. This mesh shall be Rachel-knitted with monofilament and tape yarn filler to ensure the material will not unravel if cut.
2. Fabric Properties:
 - a. Life Expectancy: A minimum of 10 years’ continuous exposure to the sun
 - b. Fading: Minimum fading after 5 years
 - c. Fabric Mass: 1.02oz-1.08oz/sq ft (310-330g/sm)
 - d. Fabric Width: 9.84’ (3m)
 - e. Roll Length: 108.27’ (33m)
 - f. Minimum Temperature: -130F (-25° C)
 - g. Maximum Temperature: +176°F (80° C)
3. Stitching & Thread:
 - a. All sewing threads are to be double-stitched.
 - b. The mildew resistant, exterior approved sewing thread shall be GORE® TENARA® thread manufactured from 100% expanded PTFE (Teflon™). The thread shall meet or exceed the following:
 - i. Flexible temperature range
 - ii. Very low shrinkage factor

FRESNO AREA EXPRESS ADMINISTRATION BUILDING PARKING LOT SHADE STRUCTURE

Bid File No.

Appendix E – Technical Specifications

- iii. Extremely high strength, durable in outdoor climates
- iv. Resists flex and abrasion of fabric
- v. Unaffected by cleaning agents; acid rain, mildew, salt water and rot resistant, unaffected by most industrial pollutants
- vi. Treated for prolonged exposure to the sun
- vii. Rot resistant

K. Anchor bolts:

1. When applicable, all anchor bolts set in new concrete shall be ASTM F-1554 Grade 55 Galvanized.

L. Shipping and Handling

1. All steel surfaces touched by tie down straps are to be padded before final cinching. This can be accomplished by using carpet pads or factory manufactured padding.
2. All dunnage must be padded before painted products are set in place. Smaller and loose pieces must be padded and totally separate from paint padding.
3. Unloading: Lift forks must be covered with padding. All dunnage must be padded vertically and horizontally to prevent damage to painted surfaces. When unloading, care must be taken to prevent tools and other hard surface items from making contact with painted products.

PART 3 EXECUTION

3.1 INSTALLATION

- A. All installation personnel must have experience in the erection of tensioned shade structures.
- B. The contractor installing these structures shall comply with manufacturer's instructions for assembly, installation, and erection, per the approved drawings.
- C. All (dirt) spoils shall be removed from job site.

END SECTION

ABBREVIATIONS			
AB	AGGREGATE BASE	P	PAVEMENT
AC	ASPHALT CONCRETE	PB	PULLBOX
C, TC	TOP OF CURB	PBE	PULLBOX ELECTRIC
CNS	COMPACTED NATIVE SOIL	PBSL	PULLBOX STREET LIGHT
CON	CONCRETE	PBT	PULLBOX TELEPHONE
CR	CURB RETURN	PBTS	PULLBOX TRAFFIC SIGNAL
DMH	STORM DRAIN MANHOLE	PVC	POLYVINYL CHLORIDE
DW	DRIVEWAY	R	RIGHT
(E)	EXISTING	R/W	RIGHT OF WAY
EMB	ELECTRIC METER BOX	S	SLOPE
ETL	EDGE TRAVEL LANE	SC	SECTION CORNER
EV	ELECTRICAL VAULT	SD	STORM DRAIN
FC	FACE OF CURB	SDMH	STORM DRAIN MANHOLE
FG	FINISH GRADE	SL	STREET LIGHT
FH	FIRE HYRDANT	SMH	SANITARY SEWER MANHOLE
FL	FLOW LINE	STA	STATION
G	GUTTER FLOW LINE	TCE	TEMPORARY CONSTRUCTION EASEMENT
GB	GRADE BREAK	TL	TURN LANE
GR	GRATE	TS	TRAFFIC SIGNAL
GVL	GRAVEL	TSCB	TRAFFIC SIGNAL CONTROL BOX
HMA	HOT MIX ASPHALT	TYP	TYPICAL
L	LIP OF GUTTER, LEFT	WV	WATER VALVE
LF	LINEAR FEET	VT	TELEPHONE VAULT
LL	LANE LINE	XWK	CROSSWALK
NOS	MEDIAN NOSE		
NW	NORTHWEST		

SYMBOL LEGEND			
	STORM DRAIN INLET		TREE
	STORM DRAIN MANHOLE		ONE FOOT CIRCLE
	WATER MAIN		WATER VALVE
	FIRE HYDRANT		SECTION CORNER (AS DESCRIBED)
	SQUARE GRATE INLET		SIGN (AS DESCRIBED)
	ELECTRIC PULLBOX		SHRUB
	FIBER OPTICS PULLBOX		SEWER MANHOLE
	TELEPHONE MANHOLE		TRAFFIC SIGNAL
	TRASH CAN		TRAFFIC SIGNAL CONTROL BOX
	TRAFFIC SIGNAL PULLBOX		TRAFFIC SIGNAL LOOP
	LIGHT		TRAFFIC SIGNAL WITH STREET LIGHT
	CABLE TV PULLBOX		"INTERCONNECT" PULLBOX
	PALM TREE		BOULDER
	GATE VALVE		WATER LINE BLOWOFF
	BENCHMARK		

LINETYPES			
EXISTING	LINETYPE	PROPOSED	DESCRIPTION
			LIMIT OF OVERLAY
		_____	BACK OF CURB
		_____	FLOW LINE
		_____	LIP OF GUTTER
		_____	SIDEWALK
		_____	FACE OF CURB
		_____	EDGE OF ASPHALT
		_____	FENCE (CHAIN LINK)
		_____	FENCE (WOOD)
		_____	ELECTRIC (BURIED)
		_____	GAS
		_____	IRRIGATION
		_____	SANITARY SEWER
		_____	STORM DRAINAGE
		_____	TELEPHONE (BURIED)
		_____	WATER
		_____	CENTERLINE
		_____	EASEMENT
		_____	RIGHT-OF-WAY
		_____	SAWCUT LINE
		-----	DEMO LINE
			WORK LIMITS

CITY OF

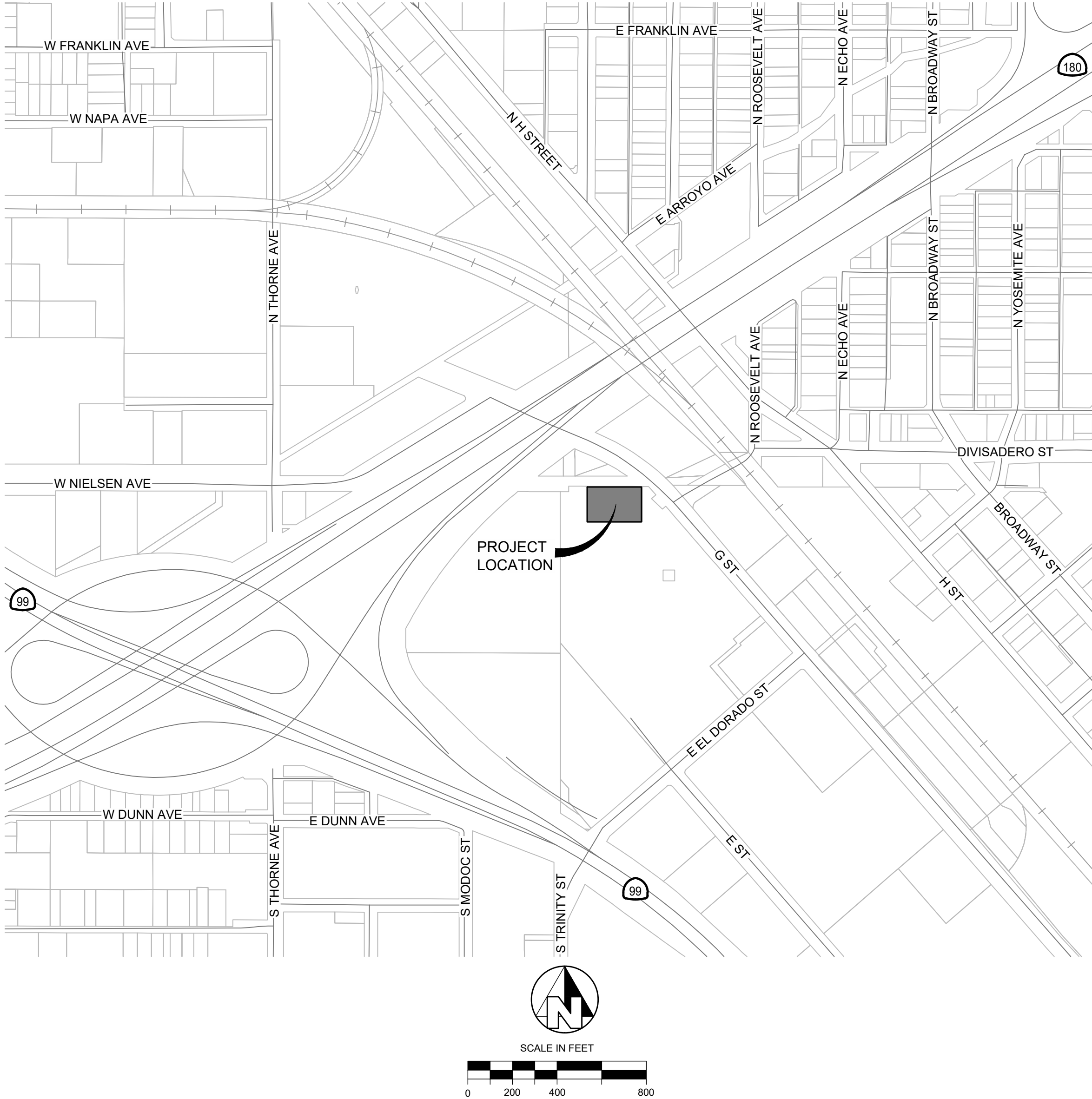
FRESNO

DEPARTMENT OF PUBLIC WORKS

PLANS FOR CONSTRUCTION

OF

FAX ADMINISTRATION PARKING SHADE STRUCTURE



SHEET INDEX	
SHEET NO.	DESCRIPTION
	GENERAL
1	COVER SHEET
	CIVIL
2	EXISTING SITE PLAN
	STRUCTURAL
3	DETAIL PLAN

- GENERAL NOTES
- THE WORK EMBRACED HEREIN SHALL BE DONE IN ACCORDANCE WITH THE APPROPRIATE PROVISIONS OF THE SPECIFICATIONS ENTITLED CITY OF FRESNO, STANDARD SPECIFICATIONS, LATEST EDITION, INsofar AS THE SAME MAY APPLY, WHICH SPECIFICATIONS HEREINAFTER ARE REFERRED TO AS THE STANDARD SPECIFICATION.
 - TWO WORKING DAYS PRIOR TO COMMENCING EXCAVATION, THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT, TOLL FREE, AT 1-800-227-2600 OR 811.
 - CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF AN OWNER'S WRITTEN AUTHORIZATION AND/OR SIGNED USE AGREEMENT PRIOR TO THE START OF WORK FOR ANY TEMPORARY WORK AREA, STAGING AREA, OR EQUIPMENT STORAGE FACILITIES TO BE USED FOR THIS PROJECT. AT THE COMPLETION OF WORK, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF A WRITTEN RELEASE LETTER STATING THAT ALL TEMPORARY USES FACILITIES HAVE BEEN RESTORED BACK TO THE OWNER'S SATISFACTION.
 - CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES AND PROVIDE PROTECTION PRIOR TO AND DURING CONSTRUCTION.
 - IN THE EVENT OVERHEAD ELECTRICAL LINES EXIST WITHIN THE LIMITS OF CONSTRUCTION, MAINTAIN PROPER CLEARANCE. CONTACT P.G.& E TO VERIFY WIRE LOCATION.
 - CONTRACTOR SHALL REPAIR ANY ELECTRICAL CONDUIT, WIRING, SIGNAGE, IRRIGATION AND/OR LANDSCAPING DAMAGED DURING THE INSTALLATION OF THE SHADE STRUCTURE.
 - THE BASIS OF DESIGN SHADE STRUCTURE IS AS FOLLOWS:
(PRODUCT NAME AND/OR DESCRIPTION)
(MANUFACTURER'S NAME & CONTACT INFO)

REVIEWED BY:	
CITY OF FRESNO, CITY ENGINEER	DATE
CITY OF FRESNO, DEPARTMENT OF TRANSPORTATON (FAX)	DATE
CITY OF FRESNO, CONSTRUCTION MANAGER	DATE

4				
3				
2				
1				
No.	REVISION	BY	DATE	

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DEPARTMENT OF PUBLIC WORKS

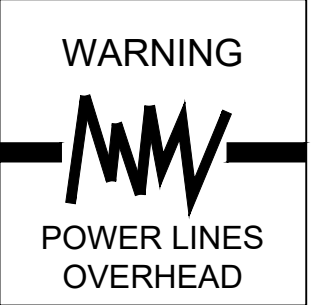
2600 FRESNO ST.
FRESNO, CALIFORNIA 93721
(559) 621-8650

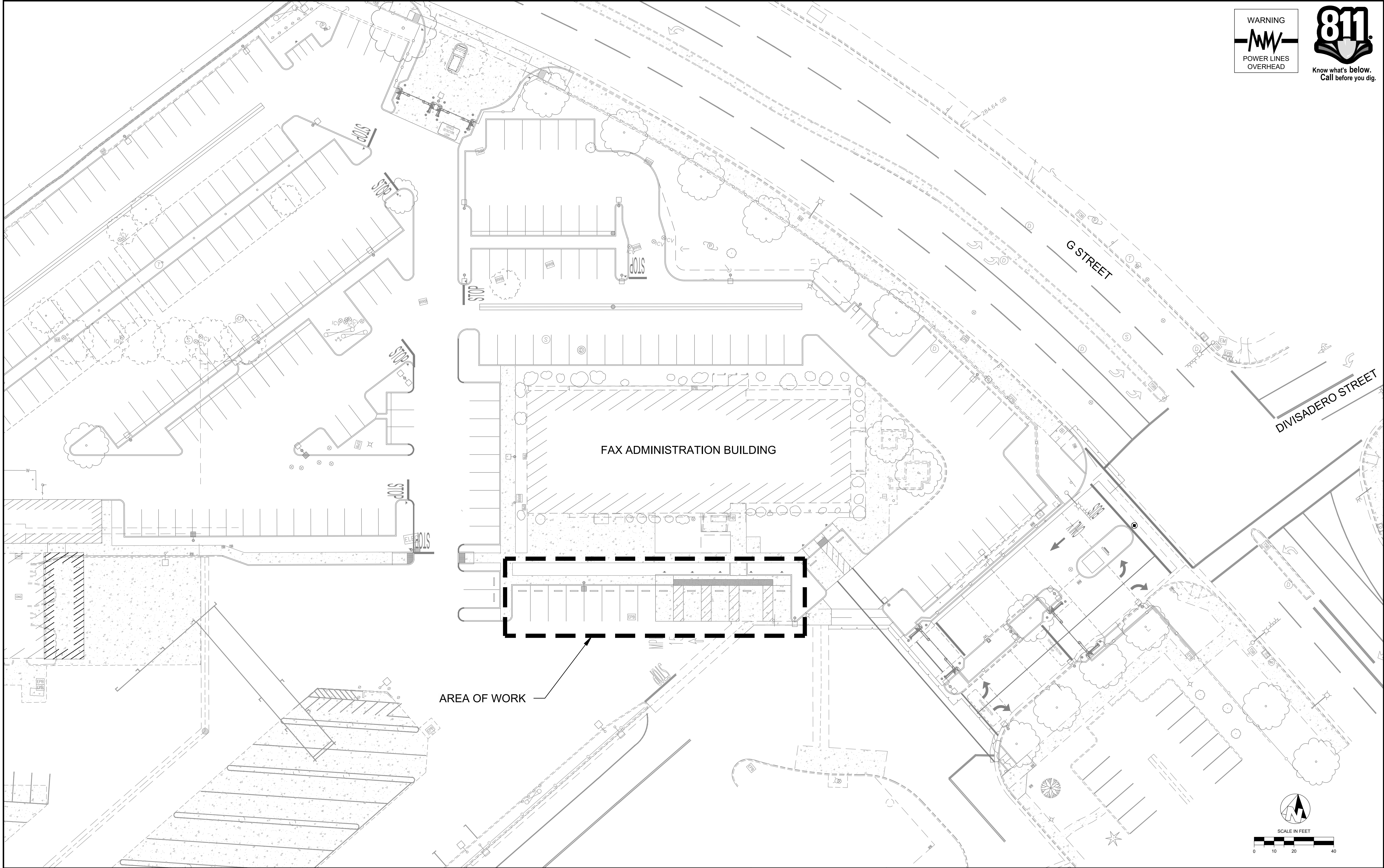
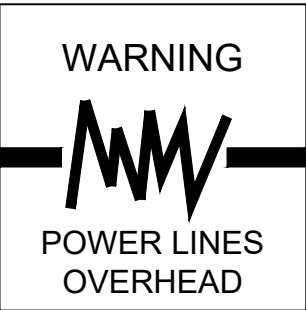
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FUND NO.	
ORG. NO.	
REF. & REV.	
PLAT	

CITY OF FRESNO
FAX ADMIN SHADE STRUCTURE
GENERAL
COVER SHEET

DEPARTMENT OF PUBLIC WORKS

REVIEWED OFFICE ENG.	CITY ENG.
DR. BY: JMN	SHEET NO. 1
CH. BY: RFG	OF 3 SHEETS
DATE: OCT 2025	
SCALE: AS NOTED	





4			
3			
2			
1			
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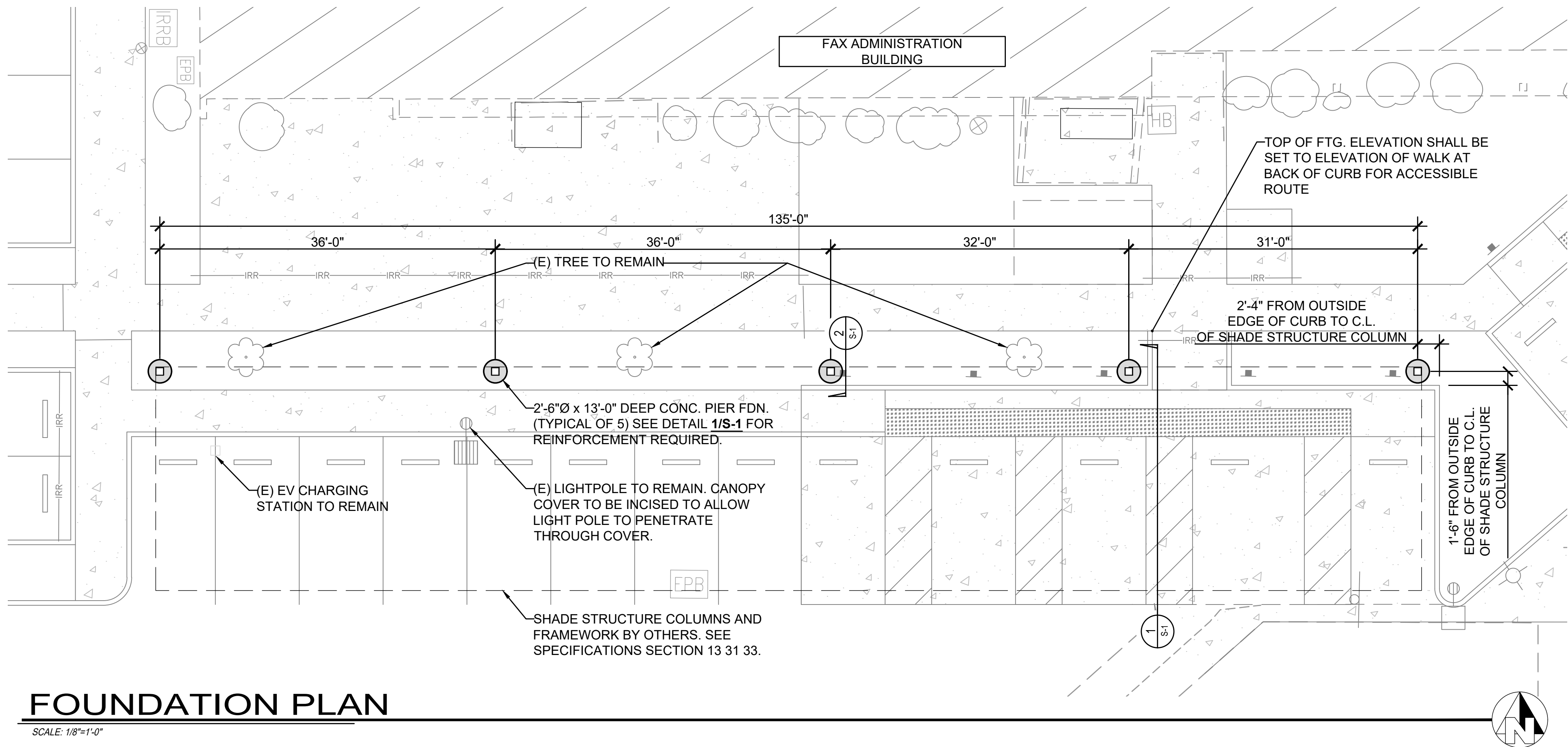
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FRESNO, CALIFORNIA 93721
(559) 621-8650

PW FILE NO.	
PROJ. ID.	
FUND NO.	
ORG. NO.	
REF. & REV.	
PLAT	

CITY OF FRESNO
FAX ADMIN SHADE STRUCTURE
CIVIL
EXISTING SITE PLAN

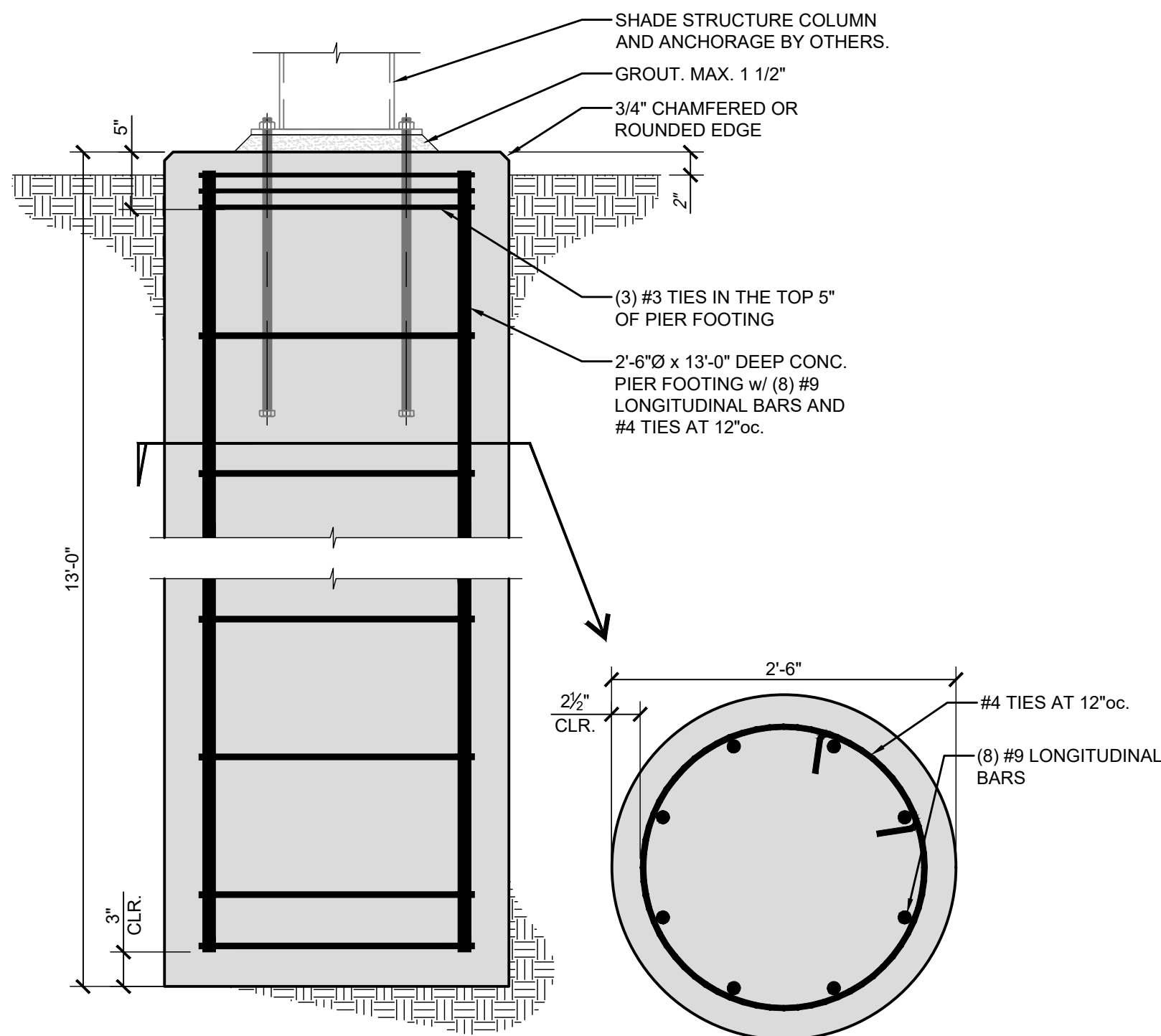
REVIEWED	OFFICE ENG.	CITY ENG.
DR. BY: JMN	SHEET NO. 2	
CH. BY: RFG	OF 3 SHEETS	
DATE: OCT 2025		
SCALE: AS NOTED		

10/1/2025 4:29 PM g:\fresno\city\91-1061\05625015-fax admin parking shade structure\300 CAD\300 sheet set\302_Plan_Moss\2 EXISTING SITE PLAN.dwg -Robby Gotsdang



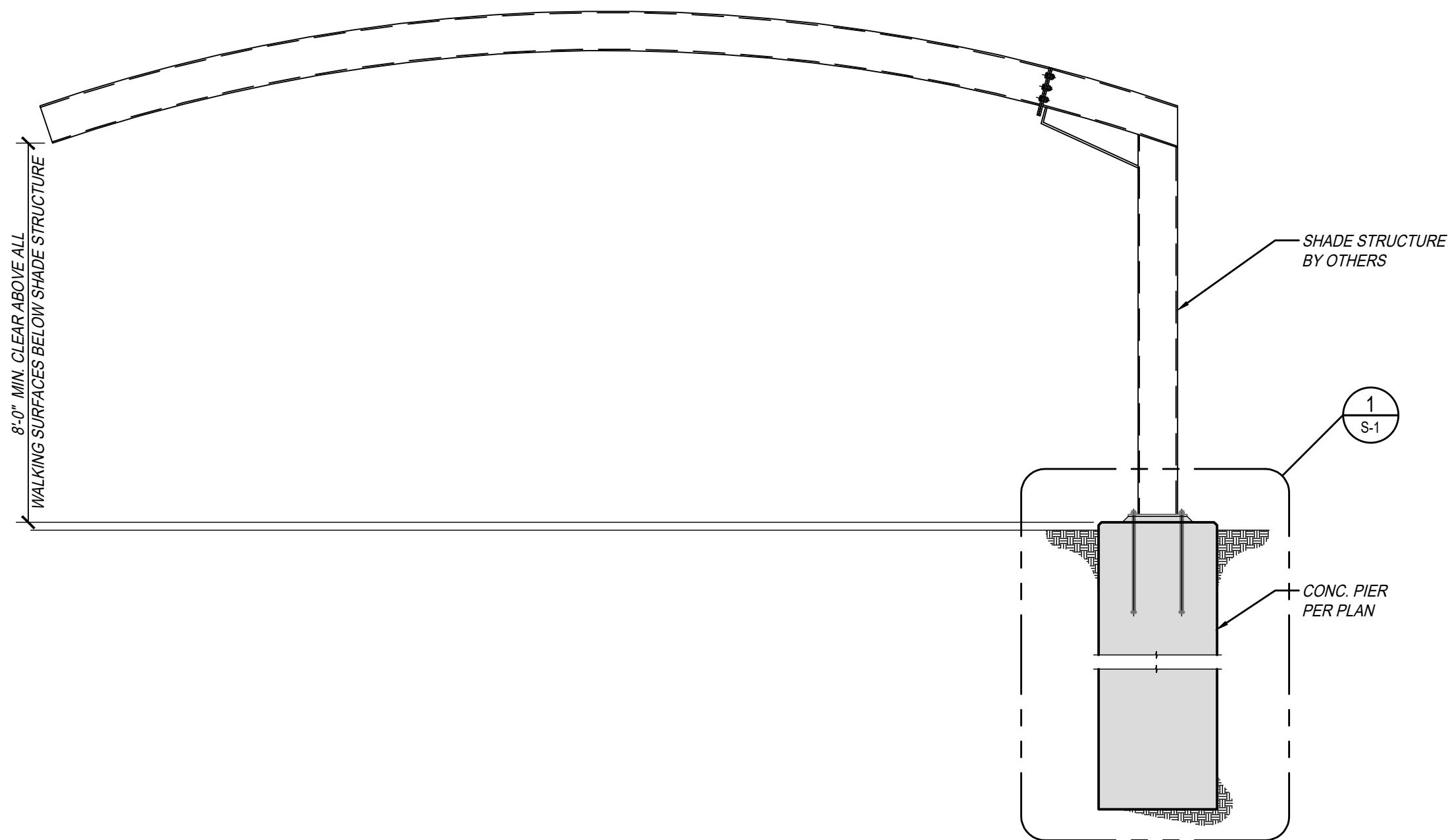
FOUNDATION PLAN

SCALE: 1/8"=1'-0"



CONC. PIER SECTION

SCALE: 1"=1'-0"



SHADE STRUCTURE SIDE ELEVATION

SCALE: 3/8"=1'-0"

3. PRE-MANUFACTURED SHADE STRUCTURE NOTES

- A. DESIGN OF PRE-MANUFACTURED SHADE STRUCTURE (SHADE STRUCTURE) SHALL CONFORM WITH APPLICABLE SECTIONS OF THE CALIFORNIA BUILDING CODE (CBC), 2022 EDITION.
- B. SHADE STRUCTURE SUPPLIER SHALL SUBMIT DESIGN CALCULATIONS FOR ALL PROVIDED SHADE STRUCTURE ELEMENTS TO OWNER AND ENGINEER OF RECORD PRIOR TO FABRICATION. DESIGN CALCULATIONS AND ASSOCIATED DRAWINGS SHALL BE STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER CURRENTLY REGISTERED BY THE STATE OF CALIFORNIA.
- C. SHADE STRUCTURE SHALL BE DESIGNED PER ASCE 7-22 WITH THE FOLLOWING DESIGN DATA:
- C.1. LIVE LOAD 5 PSF
- C.2. ULTIMATE WIND SPEED 94 MPH
- C.3. WIND EXPOSURE CATEGORY C
- D. OVERALL SHADE STRUCTURE DIMENSIONS:
- D.A. LENGTH: 135 FEET
- D.B. WIDTH: 24 FEET
- D.C. HEIGHT: 8 FEET (MIN. CLEARANCE ABOVE TOP OF FTG. ELEV. FOR ALL HORIZONTAL MEMBERS)
- D.D. MIN. SHADED AREA (VERTICAL PROJECTION): 2800 SQ. FT.

1. GENERAL NOTES

- A. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE CALIFORNIA BUILDING CODE (CBC), 2022 EDITION, AND ALL OTHER PUBLICATIONS AND STANDARDS LISTED HEREIN.
- B. DETAILS SHOWN ON STRUCTURAL DRAWINGS ARE TYPICAL. SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS.
- C. DIMENSIONS SHOWN SHALL TAKE PRECEDENCE OVER SCALE ON PLANS, SECTIONS AND DETAILS. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
- D. DESIGN LOADING: PER CBC, 2022 EDITION.
- E. CONSTRUCTION DOCUMENTS SHALL CONSIST OF THE "APPROVED" DRAWINGS, SPECIFICATIONS, AND ADDENDUM BEARING THE STAMP AND SIGNATURE OF THE ARCHITECT AND THE APPROVAL STAMP OF THE JURISDICTIONAL BUILDING DEPARTMENT. STRUCTURAL CALCULATIONS ARE NOT PART OF THE CONSTRUCTION DOCUMENTS AND SHALL NOT BE USED FOR CONSTRUCTION PURPOSES.
- F. ALL WORK SHALL BE PERFORMED FROM THE "APPROVED" DOCUMENTS ONLY. A FULL SET OF APPROVED DOCUMENTS SHALL BE KEPT ON SITE DURING ALL CONSTRUCTION PHASES.
- G. DESIGN DATA CONDITIONS AS LISTED BELOW.

GRAVITY LOAD DESIGN DATA			
SHADE STRUCTURE DEAD LOAD	3 PSF	SHADE STRUCTURE LIVE LOAD	5 PSF

LATERAL LOAD DESIGN DATA			
SITE COORDINATES	36.742° N -119.807° W	RISK CATEGORY	II
SEISMIC DESIGN DATA		WIND DESIGN DATA	
SEISMIC IMPORTANCE FACTOR (I)	1.0	ULTIMATE WIND SPEED (3 SECOND GUST)	94 mph
MAPPED SPECTRAL RESPONSE	$S_s = 0.611$ $S_1 = 0.234$	WIND EXPOSURE CATEGORY	C
SITE CLASS	D	WIND PRESSURE, q_h	16.34 psf
SPECTRAL RESPONSE COEFFICIENTS	$S_{ws} = 0.534$ $S_{wp} = 0.333$	ANALYSIS PROCEDURE	ASCE CHAPTER 27
SEISMIC DESIGN CATEGORY	D		

2. CONCRETE

- A. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED, AND PLACED IN ACCORDANCE WITH ACI 301. CONSTRUCTION TOLERANCES SHALL NOT EXCEED THOSE LISTED IN ACI 117. STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS:

LOCATION	COMP. STRENGTH (f _c)	MAX. WATER/CEMENT RATIO	AGGREGATE SIZE
FOOTINGS	3,000 psi (SPECIAL INSPECTION)	.60	ASTM C33 SIZE 57

- B. REINFORCING MATERIALS:
1. DEFORMED ASTM A615 OR A706 - GRADE 60
- C. ADMIXTURES: ONLY AS APPROVED BY THE ENGINEER AND OWNER, CONFORMING TO ASTM C494.
- D. NO WELDING OF REINFORCING STEEL AS A SPLICE CONNECTION SHALL BE ALLOWED.
- E. FORM REMOVAL: SIDE FORMS OF FOOTINGS AND SLABS ON GRADE, MINIMUM 2 DAYS.
- F. VIBRATION: VIBRATE ALL CONCRETE IN PLACE WITH A MECHANICAL VIBRATOR USED BY EXPERIENCED PERSONNEL.
- G. TESTING: IN ACCORDANCE WITH ACI-318, SECTION 26.12. SEE SPECIFICATIONS FOR TAKING OF TEST SAMPLES.

CONCRETE REINFORCEMENT COVER

LOCATION	MIN. COVER
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH:	3"
CONCRETE EXPOSED TO EARTH OR WEATHER:	2"
#5 BAR, W31 OR D31, AND SMALLER	1 1/2"

REINFORCEMENT BENDING REQUIREMENTS

D = FINISHED INSIDE BEND DIAMETER - SEE SCHEDULE

REBAR SIZE	D	
	STD. HOOK	STIRRUP
#3	2 1/4"	1 1/2"
#4	3"	2"
#5	3 3/4"	2 1/2"
#6	4 1/2"	4 1/2"
#7	5 1/2"	5 1/2"
#8	6"	6"

4					
3					
2					
1					
No.	REVISION	BY	DATE		

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CITY OF FRESNO

FAX ADMIN SHADE STRUCTURE
STRUCTURAL
DETAIL PLAN

DEPARTMENT OF PUBLIC WORKS

REVIEWED OFFICE ENG. _____	CITY ENG. _____
DR. BY: JMN	SHEET NO. 3
CH. BY: RFG	OF 3 SHEETS
DATE: OCT 2025	
SCALE: AS NOTED	