

CONTRACT

DESIGN/BUILD CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and ALLIANCE BUILDING SOLUTIONS, INC., A CALIFORNIA CORPORATION (Design/Builder).

RECITALS

WHEREAS, the City has requested qualifications and the Design/Builder has responded to City's request; and

WHEREAS, the Design/Builder's response is incorporated herein by reference as if truly set forth; and

WHEREAS, the Design/Builder represents the Design/Builder is experienced, well qualified, and a specialist in the field of design/build construction of Energy Retrofit Project; and

WHEREAS, the City desires to employ the Design/Builder to work), on a design/build basis (collectively, Project), as set forth herein; and

WHEREAS, the Design/Builder represents it is an entity that lawfully combines the roles of constructor and professional designer, at a minimum, into a single operating unit.

CONTRACT

NOW, THEREFORE, incorporating the foregoing recitals herein, City and Design/Builder mutually agree as follows:

1. **SCOPE OF WORK** The Work to be performed consists, in general, of the design and construction of an Energy Retrofit Project and Site Work. The Work (subject to earlier termination in accordance with this Contract) from Substantial Completion or Final Completion of the Work, whichever occurs first, constitutes the "Project" herein. The scope of Work, attached as **Exhibit A**, shall include all items and procedures necessary to properly complete the task in accordance with all of the terms set forth in this Contract, whether specifically included in the scope of Work/services, or not. The scope of Work shall include all items contained in the Design/Builder's response.
2. **CONTRACT DOCUMENTS AND DEFINITIONS**
 - 2.1. The "Notice Inviting Qualification," "Qualifications," "Scope of Work" and the "Specifications" including "General Conditions", "Special Conditions", "Project Technical Requirements", and "City Standard Specifications" for the following: DESIGN-BUILD OF Energy Retrofit Project, 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, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

- 2.2. Wherever used in this Contract, the words defined in Article 1 of the General Conditions (DIVISION II of the Contract Documents) shall have the meaning therein given, unless the context requires a different meaning.

3. **COMPENSATION AND CONTRACT PRICE**

3.1. For the monetary consideration of seventeen million nine hundred thirty-seven thousand four hundred and eighty dollars (\$17,937,480), as set forth in the Proposal, the Design/Builder 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 Engineer, and in strict accordance with the Proposal Specifications, all of the work (design, construction) as set forth in the Contract Documents. Of such monetary consideration, the Design/Builder further guarantees that the Work shall be designed and constructed for a Contract Price not to exceed seventeen million nine hundred thirty-seven thousand four hundred and eighty dollars (\$17,937,480). The Contract Price may be referred to as the Guaranteed Maximum Price or GMP. This GMP shall not, under any circumstances, be exceeded without the consent of the City Council for City evidenced by a written Contract amendment approved by the City Council and signed by both Parties to this Contract.

3.2. The compensation set forth in this Contract shall be the maximum compensation which the Design/Builder may receive under this Contract including, but not limited to, all out-of-pocket costs and taxes. If the Design/Builder's actual costs incurred are less than the GMP for design and construction of the Work, then compensation by City will be limited to such lesser amount. The City shall pay nothing above the compensation listed unless otherwise agreed to in writing by the Parties. Unless otherwise required by State law, a 5% retention shall be withheld from payments of the Contract Price to Design/Builder by City. The 5% retention shall be released after the appropriate statutes have expired and all liens and stop payment notices have been released or otherwise cleared to the satisfaction of the City.

3.3. The Design/Builder shall complete the Work (Final Completion) within 455 working days from the date of the Notice to Proceed.

3.4. The City accepts the Design/Builder's 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.

4. **CONTRACTOR DEFINED** For the purposes of this Contract, "Design/Builder" means a design/build entity as defined in Article 5, Chapter 4 of the Fresno Municipal Code and includes legal entities that are able to provide appropriately licensed contracting, architectural and engineering services as needed for construction of the Work.

5. **PAYMENT PROCEDURE** The Design/Builder shall be paid for Work (design and construction services) rendered in accordance with the General Conditions.

6. **CONTROL OF SITE** The care, custody, and control of the Site shall be with the Design/Builder until Substantial Completion or termination of this Contract and shall

pass from the Design/Builder to the City upon Substantial Completion or termination, but subject to the warranties, performance, and any other continuing obligations of the Design/Builder hereunder. From and after Substantial Completion or termination, the City shall assume the risk of physical damage to the Site. The Design/Builder shall be responsible for and obligated to replace, repair, and reconstruct any portion or all of the Work which is lost, damaged, or destroyed prior to the transfer of care, custody, and control of the Work to the City, however such loss or damage or destruction shall have occurred. The City assumes responsibility for such loss, damage, or destruction after Substantial Completion or termination.

7. **SITE CONDITIONS** The Design/Builder agrees to fully assume all risks, and costs associated with such risks, in performing the Work and meeting the obligations under this Contract, except for costs associated with materially differing Project Site conditions from those reasonably anticipated after completion of design services which are assumed by the City in accordance with the terms set forth herein.
8. **NO WAIVER OF DEFAULT** The failure of any Party to enforce against another Party any provision of this Contract shall not constitute a waiver of that Party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.
9. **LICENSES** The Design/Builder shall, at its sole cost and expense, keep in effect or obtain, and have possession of, at all times during the term of this Contract any and all licenses, permits, approvals and credentials which are legally required for the Design/Builder to practice its profession and design, construct and maintain the Project.
10. **MERGER AND MODIFICATION** All prior agreements between the Parties are incorporated in this Contract which constitutes the entire agreement. Its terms are intended by the Parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The Parties further intend this Contract constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Contract. This Contract may be modified only in a writing approved by the City Council and signed by all the Parties.
11. **COMMUNICATIONS** All communications between the City and the Design/Builder concerning the Project shall be in writing.
12. **EXHIBITS** All exhibits and attachments to which reference is made in this Contract are deemed incorporated in this Contract, whether or not actually attached.
13. **COMPLIANCE WITH ALL LAWS**
 - 13.1. The Design/Builder shall, at the Design/Builder's sole cost, comply with all of the requirements of municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to this Contract, and shall faithfully observe in all activities relating to or growing out of this Contract all municipal ordinances and state and federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Fresno business license where required.

13.2. The Design/Builder, its subcontractors, subconsultants and their employees, in the performance of the Design/Builder's work under this Contract shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Design/Builder's field. Any costs for failure to meet the forgoing standard or to correct otherwise Defective Work that requires re-performance of the Work, as directed by the City shall be borne in total by the Design/Builder and not the City. In the event that the Design/Builder fails to perform in accordance with the above standard, the Design/Builder will re-perform any task which was not performed to the reasonable satisfaction of the City. Any Work re-performed shall be completed within the time limitations originally set forth for the specific task involved. The Design/Builder shall work any overtime required to meet the deadline for the task at no additional cost to the City. If the re-performance of any task is not feasible within the original time limitations, then the Design/Builder shall perform such task within the new schedule for re-performance provided to and accepted by the City. The City shall have the option to direct Design/Builder not to re-perform any task which was not performed to the reasonable satisfaction of the City. In the event the Design/Builder is so directed, the City and the Design/Builder shall negotiate a reasonable settlement for satisfactory Work performed. No previous payment shall be considered a waiver of the City's right to reimbursement. Nothing contained in this clause is intended to limit any of the rights or remedies which the City may have under law.

13.2.1. The City and its designees may make visits to the Project Site, suppliers, subcontractors, and/or demonstration sites, as frequently as necessary to review Project accomplishments and management control systems.

13.2.2. The Design/Builder and its subcontractors and subconsultants shall comply with Title VI of the Civil Rights Act of 1964 (42 United States Codes Section 2000d, et seq.)

13.2.3. During the performance of this Contract, the Design/Builder and its subcontractors and subconsultants shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Design/Builder and its subcontractors and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Design/Builder and its subcontractors and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 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 Contract by reference and made a part of it as if set forth in full. The Design/Builder and its subcontractors and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Design/Builder shall include this clause in all subcontracts to perform work under this Contract.

- 13.2.4.** Upon written request of the City, the Design/Builder shall provide detailed documentation of all expenses at any time throughout the Project. In addition, the Design/Builder agrees to allow the City, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the Project during the term of this Contract and for a period of five (5) years thereafter. Further, the Design/Builder agrees to incorporate an audit of this Project within any scheduled audits, when specifically requested by the City. The Design/Builder shall include a similar right to audit clause in any subcontract.

14. INDEPENDENT CONTRACTOR This Contract calls for the performance of the services of the Design/Builder as an independent contractor. The Design/Builder retains the right to control the manner in which the services described herein are performed and the Design/Builder will supply all equipment, tools, materials, and supplies necessary to perform the services set forth in this Contract. In the furnishing of the work provided for herein, the Design/Builder is acting as an independent contractor. Neither the Design/Builder, nor any of its officers, associates, agents, or employees shall be deemed an employee, joint venture, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Design/Builder is performing its respective obligations in accordance with the terms of the Contract. Because of its status as an independent contractor, the Design/Builder and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. The Design/Builder 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, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Contract, the Design/Builder shall be solely responsible, indemnify, defend, and save the City harmless from all matters relating to employment and tax withholding for and payment of the Design/Builder'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 the 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, the Design/Builder may be providing services to others unrelated to City or to this Contract.

15. PAYMENT AND PERFORMANCE BONDS

15.1. Prior to the City's execution of the Contract, the Design/Builder shall provide two good and sufficient surety bonds as described hereunder from a corporate surety admitted by the California Insurance Commissioner to do business in the State of California.

15.2. The Design/Builder shall provide the following bonds on forms prescribed by the City with the name of the obligee as the City in the amount set forth below as security for the faithful performance and payment of all the Design/Builder's obligations hereunder for completing the Project:

15.2.1. A Payment Bond for 100% of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed on the Work. The bond shall be maintained by Design/Builder in full force and effect until the completed Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with Chapter 7, title XV, Part 4, Division 3 of the Civil Code.

15.2.2. A Performance Bond for 100% of the Contract Price to guarantee faithful performance of the Work, within the time prescribed, in a manner satisfactory to City, and that all materials and workmanship shall be free from original or developed defects. The bond shall be maintained by the Design/Builder in full force and effect until the completed Work is accepted by the City and until all claims for materials and labor are paid.

15.3. Each bond shall be signed by both the Design/Builder and the Surety and the signature of the authorized agent of the Surety shall be notarized.

15.4. Should any bond become insufficient, the Design/Builder shall renew the bond within ten (10) Days after receiving notice from the City.

15.5. Changes in the Work or services, or extensions of time, made pursuant to this Contract, shall in no way release the Design/Builder or Surety from their obligations. Notice of such changes or extensions shall be waived by the Surety.

15.6. All bonds shall be sufficient surety bonds in the form prescribed by the City and shall be issued by such Sureties which are admitted insurers (a corporate surety), admitted by the California Insurance Commissioner to do business in the State of California. All bonds shall satisfy the requirements stated in Section 995.660 of the California Code of Civil Procedure, except as provided otherwise by law or regulation. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Should any Surety at any time fail to meet these requirements notice will be given to the City by the Design/Builder to that effect. The Design/Builder shall require Surety to provide such notice to the Design/Builder and City immediately upon Surety's failure to meet the requirements of a corporate surety in the State of

California. No further payments shall be deemed due or shall be made under the Contract until a new Surety shall qualify and be accepted by the City.

15.7. If the Surety on any bond furnished by the Design/Builder is declared bankrupt or becomes insolvent or its right to do business is terminated in California, the Design/Builder shall within seven (7) Days thereafter substitute another bond and Surety, which must be acceptable to the City.

15.8. The Design/Builder shall obtain the City's written acceptance of all such security instruments at the time the bond(s) are provided.

16. INDEMNIFICATION

16.1. To the furthest extent allowed by law including California Civil Code Section 2782, the Design/Builder shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Design/Builder or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Design/Builder's obligations under the preceding sentence shall apply regardless of whether the 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 sole or active negligence, or willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

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

16.3. This section shall survive termination or expiration of this Contract.

17. TERMINATION This Contract may be terminated as set forth in the General Conditions for this Project. In addition, following Final Completion and during any maintenance period of the Contract, the City may terminate, without liability to the Design/Builder for detrimental reliance or any other basis in law or equity, the Contract (i) with cause upon thirty (30) Days' notice to the Design/Builder with opportunity to cure the default during same thirty (30) Days and the Design/Builder's failure to cure such default; (ii) without cause and at the end of the then current maintenance period upon providing the Design/Builder sixty (60) Days' notice prior to the end of such maintenance period; or (iii) in the sole event of non-appropriation relating to this Contract, the City shall have the right to terminate this Contract at the end of any fiscal year of the City, in the manner and subject to the terms specified in this paragraph as follows: the City shall endeavor to give written notice of such termination not less than sixty (60) Days prior to the end of such fiscal year, and

shall notify the Design/Builder of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve month fiscal period of the City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or the City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of this Contract by the City.

17.1. In the event of termination by the City as set forth above, the Design/Builder shall remain fully liable for any Work not completed, liquidated damages, delays to other contractors, materials, and equipment provided, designs commenced through the date of termination, consequential damages and any remaining warranty period. If it has not already done so, the Design/Builder will immediately deliver to City possession of the Work including all designs, engineering, Project records, cost data, drawings, specifications and contracts, and construction supplies and aids dedicated solely to performing the Work. The Design/Builder shall assign all subcontracts to City, however, City may accept or reject said subcontracts at its sole discretion.

17.2. The City and the Design/Builder agree that should the City's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling the Design/Builder to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other compensation shall be due the Design/Builder for termination for convenience.

17.3. In the event of termination by the City following Final Completion as set forth in this section, the Design/Builder shall be paid compensation for maintenance services satisfactorily performed prior to the effective date of the notice of termination. In the event of termination with cause, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by default of the Design/Builder.

17.4. In the event the City terminates the Contract with cause, the City may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Contract, or to recover direct, indirect, consequential or incidental damages for the breach of the Contract. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18. STOP NOTICES OR LIENS The Design/Builder shall not allow any stop notices or liens to be filed on the Project herein, and shall pay all costs and fees to the City, including without limitation attorney's fees, incurred by the City because of the filing of any such stop notice, lien, or legal action relating thereto. The Design/Builder agrees the City may withhold from any funds held by the City concerning the Project herein 125% of the amount of the stop notice, lien or legal action and any additional amounts sufficient to cover costs and fees, including without limitation attorney's

fees, incurred by the City because of the filing of any stop notice, lien, or legal action relating thereto.

19. **EXECUTION** This Contract is effective upon execution. All Parties are equally responsible for authorship of this Contract. Section 1654 of the California Civil Code shall not apply to the interpretation of this Contract.
20. **NOTICES** Any notice required or intended to be given to either party under 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 Design/Builder 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.
21. **COMPLIANCE WITH LAW** In providing the services required under this Contract, Design/Builder 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.
22. **ASSIGNMENT** The Contract is personal to the Design/Builder and there shall be no assignment, transfer, sale, or subcontracting by the Design/Builder 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 Design/Builder, its successors or assigns, shall be null and void unless approved in writing by the City.
23. **BINDING EFFECT** Subject to the foregoing section, the rights and obligations of this Contract shall inure to the benefit of, and be binding upon, the Parties to the Contract and their heirs, administrators, executors, personal representatives, successors and assigns.
24. **TITLE TO DOCUMENTS AND LICENSE TO SOFTWARE** All documents, plans, and drawings, maps, photographs, and other papers, (including, but not limited to, computer or electronic data) or copies thereof prepared by the Design/Builder pursuant to the terms of this Contract, shall, upon preparation, become the property of the City and may be used by the City for any purpose without further compensation or authorization of Design/Builder. Additionally, the complete right or perpetual license of all system and maintenance software, if any, shall be transferred to the City.
25. **ACCOUNTING RECORDS** The Design/Builder shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Contract. Such records and documentation shall be kept at the Design/Builder's office during the term of this Contract, and for a period of five (5) years from the date of expiration or termination of the Contract or, longer if required by law, and said records shall be made available to City representatives upon request at any time during regular business hours. This section shall survive expiration or termination of this Contract.

26. **SITE INSPECTION** The City shall be allowed to inspect the Site at any time and the Design/Builder shall make all areas of the Site available to inspection including, without limitation, any construction trailers, or offices at the Site and all plans, drawings, schedules, documents, photographs, and other documentation relating to the Project.
27. **CORPORATE AUTHORITY** Each individual signing this Contract on behalf of the Design/Builder represents and warrants that they are, respectively, duly authorized to sign on behalf of the Design/Builder and to bind the Design/Builder fully to each and all of the obligations set forth in this Contract.
28. **NON-INTEREST** No officer or employee of the City shall hold any interest in this Contract (California Government Code Section 1090).
29. **CUMULATIVE REMEDIES** All City's remedies provided in this Contract are cumulative; that is, in addition to each and every other remedy herein or otherwise provided by law, and the City shall have any and all equitable and legal remedies which it would have according to law other than damages for failure to complete the Project within the Contract Time, which damages are covered by the liquidated damages provision herein.
30. **GOOD FAITH EFFORTS** Design Builder shall use good faith efforts to seek out business enterprises that are potential, subcontractors, suppliers or consultants who employ a labor force in the City of Fresno.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

ALLIANCE BUILDING SOLUTIONS,
INC.,
A California Corporation

By: Brad Chapman

Name: Brad Chapman

Title: President
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: Tim M. Gray

Name: Tim M Gray

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

CITY OF FRESNO,
A California municipal corporation

By: _____
[Name], _____ Date
[Title]
[Department]

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: [Signature] 2/1/22
[Name] Brandon M. Collet Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy _____ Date

Attachments:
Division II General Conditions
Exhibit A – Scope of Work

Exhibit A – Scope of Work and Supplementary Attachments

City of Fresno – Phase 2: Energy Retrofit Project

Attachment A: Scope of Work

Attachment B: Lighting Systems

Attachment C: Mechanical Systems

Attachment D: Control Systems

Attachment E: Electrical Systems

Attachment F: Generators



Attachment G: Measurement and Verification Agreement

Attachment A: Scope of Work


City of Fresno – Phase 2

Fire Station Headquarters


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Upgrade select split system HVAC units to include the replacement of the outdoor condensing unit and the replacement of either the cooling coil and/or the expansion valve. The HVAC upgrade will increase energy efficiency, reduce maintenance costs, increase occupancy comfort, and increase the effective life of the equipment. Refer to the HVAC Systems Attachment for specific equipment information and upgrades to be performed.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Mobile Generators

-  Through the Fresno energy project two (2) Generac Mobile Diesel Generators (Model #MMG55DF4) will be purchased that will be able to be transported throughout the city on as needed basis to provide emergency power. The system is extremely easy for any ongoing maintenance ensuring reliability. The system is supported by a Tier 4 turbocharged, after-cooled engine with a long runtime and the ability to select the


power output needed. The systems have a prime power rating of 55 kVA. The Panel Upgrades will consist of manual transfer switch with a circuit protection panel at select fire stations.

Fire Station #1


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Twist Timer

-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters


after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #2


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems



-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #3


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Twist Timer

-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and


occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #4


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems



-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #5


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Twist Timer

-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and


occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #6


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Twist Timer

-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on


to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #7


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems



-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #8


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BASat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer



to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #9


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BASat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied



times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #10


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems



-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #11


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BASat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer



to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #12


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems



-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer


-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #13


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Twist Timer

-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of


operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Fire Station #14

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.


Fire Station #15

Lighting Systems


-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer

to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Upgrade select split system HVAC units to include the replacement of the outdoor condensing unit and the replacement of either the cooling coil and/or the expansion valve. The HVAC upgrade will increase energy efficiency, reduce maintenance costs, increase occupancy comfort, and increase the effective life of the equipment. Refer to the HVAC Systems Attachment for specific equipment information and upgrades to be performed.


Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer



-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Electrical Systems


-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Fire Station #16


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer

-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Electrical Systems

-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of


the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Fire Station #17


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Upgrade select split system HVAC units to include the replacement of the outdoor condensing unit and the replacement of either the cooling coil and/or the expansion valve. The HVAC upgrade will increase energy efficiency, reduce maintenance costs, increase occupancy comfort, and increase the effective life of the equipment. Refer to the HVAC Systems Attachment for specific equipment information and upgrades to be performed.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BASat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer

-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters



after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Electrical Systems


-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Fire Station #19


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Upgrade select split system HVAC units to include the replacement of the outdoor condensing unit and the replacement of either the cooling coil and/or the expansion valve. The HVAC upgrade will increase energy efficiency, reduce maintenance costs, increase occupancy comfort, and increase the effective life of the equipment. Refer to the HVAC Systems Attachment for specific equipment information and upgrades to be performed.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust

equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Twist Timer



-  Install new twist timer control to optimize the runtime of two Reznor style heaters for the truck bays. The twist timers will eliminate unnecessary runtime of the heaters after the space has been adequately warmed up and the heaters inadvertently left on to run through the night. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Electrical Systems


-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Police Annex


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Perform Comprehensive HVAC upgrades to the Police Annex building. The Comprehensive HVAC upgrade will include the replacement of the seven old inefficient rooftop mounted packaged gas/electric units with seven new high efficiency rooftop mounted packaged gas/electric units of the same capacity. Five of the new units will be mounted on painted angle iron stands with two mounted on new sheet metal platform covers. The east and west fan rooms will have the existing three fan coils and one exhaust fan removed from each room. The units will be replaced with horizontal air handling units on a one-for-one basis of matching capacity. The single air handling unit located in the gym basement mechanical room will be removed and replaced with a vertical air handling unit of similar capacity. All controls description is shown elsewhere in the upgrades, but a complete start-up including Third Party Air and Water Balance will be performed and complete commissioning of the installed equipment.

Asbestos Removal



-  At the Police Annex Building a specific area of the building will be abated of asbestos. The abatement will include critical barriers allowing for negative air pressurization to be set-up within the building to ensure containment. The removal will include the following:
 - Remove Asbestos Pipe Insulation & Pipe Elbows on the East and West Basement Mechanical Rooms
 - Material will be kept wet, bagged properly and the hazardous waste disposed of properly.

Control Systems


-  Install a new Building Automation System (BAS) from JCI to control the single zone, New Fan Coils along with the newly installed Air Handler HVAC equipment. The new direct digital control system (DDC) with a supervisory controller, field controllers, sensors and the user interface graphics. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Police Department Southwest


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.


Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.


Police Department Northeast

Lighting Systems


-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems



-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BASat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Police Department BOC

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Police Department Training


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Electrical Systems

-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing

equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.



Park #2 – Al Radka Dog Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Park #5 – Bob Belcher Park


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #6 – Carozza Park



Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #7 – Cedar Sierra Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Park #9 – Dickey Youth Center & Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Park #10 – Einstein Park

Lighting Systems

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer


to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #11 – El Dorado Park

Lighting Systems


-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #12 – Figarden Park

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal

of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #13 – Fink-White Playground

Lighting Systems


-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #14 – Forkner Park (Orchid Park)

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal

of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #15 – Frank H. Ball Park

Lighting Systems


-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.


Park #17 – Highway City Community Center

Lighting Systems

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer


to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Park #18 – Hinton Park

Lighting Systems

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #19 – Holman Park

Lighting Systems


-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #20 – Holmes Park

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #22 – Inspiration Park

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Park #23 – Jaswant Singh Khalra Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #24 – Kaiser Permanente Community Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #25 – Keith Tice Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #26 – Koligian Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Park #27 – Lafayette Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer



to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.



Park #29 – Lions Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #30 – Logan Park



Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer

to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #31 – Manchester Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Park #32 – Martin Ray Reilly Park


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Park #33 – Mary Ella Brown Center

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #34 – Maxie L. Parks Community Center

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer


to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #35 – Melody Park & Center

Lighting Systems



-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #36 – Mosqueda Community Center


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #37 – Neilson Park

Lighting Systems



-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Electrical Systems


-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Park #38 – Pilibos Soccer Park

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Electrical Systems


-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Park #39 – Pinedale Community Center

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust

equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.


Park #41 – Quigley Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


Park #42 – Radio Park

Lighting Systems

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #44 – Roeding Park

Lighting Systems


-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #45 – Romain Park


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #46 – Rotary West Park


Lighting Systems

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer

to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #47 – Selma Layne Park

Lighting Systems


-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #48 – Regional Sports Complex


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems


-  Upgrade select split system HVAC units to include the replacement of the outdoor condensing unit and the replacement of either the cooling coil and/or the expansion valve. The HVAC upgrade will increase energy efficiency, reduce maintenance costs, increase occupancy comfort, and increase the effective life of the equipment. Refer to the HVAC Systems Attachment for specific equipment information and upgrades to be performed.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints



will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Electrical Systems

-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.


Park #49 – Stallion Dog Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #50 – Sunnyside Park

Lighting Systems


-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #51 – Sunset Park

Lighting Systems



-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems


-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Park #52 – Ted C. Wills Community Center


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.


HVAC Systems

-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems



-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Electrical Systems

-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.


Park #53 – Todd Beamer Dog Park

Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Park #54 – Vinland Park

Lighting Systems


-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Park #55 – Woodward Park


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.


Electrical Systems

-  Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of

the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.



Park #56 – Willow-Balch Park

Lighting Systems

-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.



Metropolitan Museum Building

Lighting Systems


-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

Veterans Memorial Auditorium


Lighting Systems

-  Replace identified existing interior fluorescent and/or incandescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.
-  Replace identified existing exterior high intensity discharge (HID) and/or fluorescent lighting systems with high efficiency light emitting diode (LED) systems. Installation includes disposal of existing lighting systems and installation of new equipment. Refer to the Lighting Systems Attachment for identified fixtures, specific quantities, and locations.

HVAC Systems

-  Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Control Systems

-  Install a new Building Automation System (BAS) from Contemporary Controls (BAStat) to control the single zone HVAC equipment. The new system will be a networked globally programmable web-based system with a single point of access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort. Refer to the Control Systems Attachment for specific equipment information, locations, and schedule of operations.

Scope of Work Exclusions:

1. Includes the recovery and disposal of removed units as per EPA guidelines.
2. Includes standard city permit fees
3. Excludes temporary HVAC (cooling or heating) during construction.
4. Excludes air balancing of the existing ductwork.
5. Excludes identification and removal of any hazardous material (such as lead, mold and asbestos).
6. Excludes any specialty smoke detectors, fire alarm work or testing.
7. Excludes any existing electrical issues of power wiring.
8. Excludes any structural penetrations or reinforcement or engineering.
9. Excludes plan check and utility fees.
10. Excludes concrete work of any kind.
11. Modifications and upgrading of existing systems to current codes.
12. LEED Design, evaluation, calculations or consulting on LEED documentation.
13. Structural engineering, calculations or modifications of any kind.
14. Excludes identification and removal of any hazardous material (such as lead, mold and asbestos) that is not specifically identified at the Police Annex.
15. Assumes everything is up to code.
16. Excludes and unforeseen conditions.

DIVISION II
GENERAL CONDITIONS

DIVISION II

GENERAL CONDITIONS

DEFINITIONS (NONFEDERAL)

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 Buyer.
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," "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 September, 2010 and as amended from time-to-time.
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 shall be the single point of contact for all correspondence, submittals, progress payment requests, and contacts to and from the Contractor.
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, Buyer'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 Buyer 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 Buyer.
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 Buyer.
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.

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, DESIGN/BUILDER 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 DESIGN/BUILDER 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 DESIGN/BUILDER 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 DESIGN/BUILDER shall not be deemed to release or diminish the liability of DESIGN/BUILDER, 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 DESIGN/BUILDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of DESIGN/BUILDER, vendors, suppliers, invitees, consultants, 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 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.
4. Professional Liability (Errors and Omissions) insurance appropriate to DESIGN/BUILDER'S profession.

MINIMUM LIMITS OF INSURANCE

DESIGN/BUILDER shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$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,
- (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.

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 or claim; 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 DESIGN/BUILDER pursuant to the Agreement.

6. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event DESIGN/BUILDER 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

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. DESIGN/BUILDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, DESIGN/BUILDER 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, DESIGN/BUILDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior 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. DESIGN/BUILDER shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the DESIGN/BUILDERS' insurance shall be primary to and require no contribution from the City. The Commercial General and Pollution Liability policies are required to include primary and non-contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If DESIGN/BUILDER 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 DESIGN/BUILDER.

- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, DESIGN/BUILDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the DESIGN/BUILDER'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
- (viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as a Loss Payee.
- (ix) The Commercial General, Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

If the *Professional Liability (Errors and Omissions) insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by DESIGN/BUILDER.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by DESIGN/BUILDER, DESIGN/BUILDER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

PROVIDING OF DOCUMENTS - DESIGN/BUILDER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or 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, DESIGN/BUILDER 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 DESIGN/BUILDER shall also be required to provide all documents noted herein.

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

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by DESIGN/BUILDER.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, DESIGN/BUILDER must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If DESIGN/BUILDER subcontracts any or all of the services to be performed under this Agreement, DESIGN/BUILDER 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, DESIGN/BUILDER 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.

PERFORMANCE AND PAYMENT BONDS

The Design/Builder 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% under \$10M; 110% \$10M and over of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by Design/Builder on the work. The bond shall be maintained by the Design/Builder 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% under \$10M; 110% \$10M and over 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, Design/Builder shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Design/Builder or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Design/Builder's obligations under the preceding sentence 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 willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Design/Builder should subcontract all or any portion of the work to be performed under this Contract, Design/Builder shall require each subcontractor to indemnify, hold harmless and defend City and each of

its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

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, 1721 Van Ness, 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.
- 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 Buyer pursuant to these Specifications, and Vendor agrees, by submission of a proposal hereunder, to defend the Buyer, 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 Buyer 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 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.

NONFEDERAL 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. (For any questions regarding wage rates or specific wage rate determinations, contact the Contract Compliance Officer at City of Fresno Public Works Department, Construction Management Division, 1721 Van Ness, 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.

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 apprenticeable 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 apprenticeable 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 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.

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 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 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.

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 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 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 antidiscrimination 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, 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.

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.

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.

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 Public Works Director 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 Public Works Director 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;
- (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:

a. 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.
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).

- b. 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.
- c. If the Construction Manager requests additional supporting data from the Contractor, the Contractor shall supply the additional information to the 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 Public Works Director unless the Contractor submits a written withdrawal of its Claim.
- 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 Public Works Director. Failure to timely request an appeal meeting with the Public Works Director 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 Public Works Director

- a. The Public Works Director, or his or her designee, shall meet with the Contractor and the Construction Manager within 15 working days (unless necessary to accommodate the Public Works Director'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 Public Works Director, 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 Public Works Director, 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 Public Works Director, 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 Public Works Director, 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 Public Works Director, 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 amended accordingly; or 2) the Contractor rejects the decision of the Public Works Director, or his or her designee. Failure to timely notify the Construction Manager of either following receipt of the Public Works Director's written decision, or that of his or her designee, shall constitute acceptance by the Contractor of the Public Works Director'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 Public Works Director or his or her designee, the parties shall proceed to mediation as provided herein.

(3) Mediation

- a. 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.
- b. 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 Public Works Director 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 principal 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.

- (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 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.

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 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 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.

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.
- (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 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 Chapter 3 – Waiver and Release [8120 – 8138], 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 Chapter 3 – Waiver and Release [8120 – 8138] 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:

(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: _____
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 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: _____

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.

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) (1) 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 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 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