

**NOTICE INVITING BIDS (INFORMAL)
INVITATION TO BID FOR PUBLIC WORKS PROJECT**

The City of Fresno is soliciting bids for:
**FURNISH AND INSTALL NEW PUMPING EQUIPMENT AT PUMP STATION 002B
BID FILE NO. 12601765**

The scope of work includes furnishing and installing a new pump assembly including column pipe, line shaft, bearings, suction pipe, and foot valve.

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

<http://www.fresno.gov/purchasing>, "Bid Opportunities". Any questions concerning this bid should be referred to the designated Procurement Specialist, Sean Miranda at Purchasing@fresno.gov, and may be submitted electronically by utilizing the Questions and Answers field on Planet Bids, or by contacting the City of Fresno Purchasing Division, at (559) 621-1332 at least three (3) days prior to the designated bid opening date.

Bid Proposals must be filed electronically using Planet Bids, prior to the bid opening at 2:00 p.m. on Tuesday, **July 21, 2026**, when the bids will be publicly opened and recorded. Electronically filed is defined as by means of electronic equipment or devices. Join the bid opening meeting at <https://fresno.zoomgov.com/j/1619517892> or call 1 (669) 254-5252, meeting ID 161 951 7892.

The work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82-297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft, classification, or type of worker needed in the execution of contracts for the City. A copy of the resolution is on file at the Office of the City Clerk. Actual wage schedules are available at Capital Projects Administration Division 747 R Street, 2nd Floor, Fresno, California 93721, (559) 621-8880.

Contractors and Subcontractors must meet any and all requirements of Labor Code sections 1771.1 and 1771.5 prior to submitting bids.

All proposals must be made on the Bid Proposal Form provided by the Purchasing Manager.

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

This informal bid is for contract amounts under the amount required for formal advertised

bidding (currently \$177,000). An award for more than that amount cannot be made on the basis of this bid. If your bid amount exceeds the amount required for formal bidding please notify the Procurement Specialist via email, rather than disclosing your actual bid amount. The threshold for formal bidding is adjusted annually, typically in August. Please contact the Purchasing Division to verify the latest threshold.

A pre-bid conference will be held at 10:00 a.m., on July 9, 2026. Prospective Bidders are encouraged to attend online via Zoom using your computer, tablet, or smart phone at <https://fresno.zoomgov.com/j/1617039457>. You can also dial in using your phone +1 669 254 5252 Meeting ID: 161 703 9457. City Staff will be present to answer any questions regarding the Specifications, and there may be an inspection tour of the job site(s).

By submitting a bid, the Bidder, having carefully examined the location of the work described in the downloaded plans and specifications, proposes to furnish all, in strict accordance with said plans and/or specifications, the materials, labor, and equipment necessary to complete the project for the prices the Bidder sets forth on the City's bid form.

Contractors and Subcontractors must meet any and all requirements of Labor Code sections 1771.1 and 1771.5 prior to submitting bids.

The Bid Prices set forth on the City's bid form shall include any and all applicable taxes.

A 100 percent Payment Bond and 100 percent Performance Bond for all public works contracts of \$25,000 or more must be filed with the Contract Documents and approved by the City before the Contractor enters upon performance of the Work.

In accordance with provisions of section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by City to ensure performance under the Contract.

No bid will be considered for award unless the Bidder at the time of bid opening, is licensed with a valid Class "C57, C61, OR D21" Contractor's License issued by the State of California.

The Contractor shall utilize the City's Construction Management Information System (CMIS) for the submission, management, and review of all project-related data and documents throughout the duration of the Contract. CMIS is a web-based electronic project management system provided by the City at no cost to the Contractor. It is intended to facilitate the electronic exchange of information, automate key construction management processes, provide electronic notifications of project activities, and serve as the primary platform for the submission and oversight of contract documentation.

All construction management documentation, including but not limited to daily inspection reports, submittals, Requests for Information (RFIs), pay estimates and change orders, shall be submitted and reviewed through CMIS. The use of CMIS by both the City and the Contractor is mandatory and shall serve as the official record of project communications and documentation unless otherwise authorized in writing by the City.

The meeting room is physically accessible. The services of an interpreter and additional accommodation such as assistive listening devices can be made available. Requests for accommodation should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist or submit requests through the Questions and Answers field on Planet Bids.

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

INSTRUCTIONS TO BIDDERS

FURNISH AND INSTALL NEW PUMPING EQUIPMENT AT PUMP STATION 002B

BID FILE NO. 12601765

Bid Proposals shall be submitted on the forms furnished herein, with all documents listed on the Bidder's Checklist, completely filled out, properly signed by the Bidder and electronically filed utilizing Planet Bids prior to the date and time specified in the Notice Inviting Bids. All bids will be publicly opened and recorded. Bids received at 2:00 p.m. or after will **not** be accepted. The time stamp in the Purchasing Division will be the official clock for documenting the time of filing.

CONTRACT DEFINITIONS

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

PREVAILING WAGE

The work hereunder constitutes a "public work" as defined in the California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720 – 1860), and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82-297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft, classification, or type of worker needed in the execution of Contracts for the City. Information specific to the Work to be done under this Contract can be obtained by contacting the Capital Projects Administration Division, (559) 621-8880.

FEDERAL IMMIGRATION REFORM AND CONTROL ACT

As a material part of any Contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

VERIFICATION OF WORK

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

SUBCONTRACTORS

The Prime Contractor shall include with the Bid Proposal the name and the location of the place of business and license number of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and

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

Subcontractor Information – Detail concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business and license number shall be submitted prior to the time of the closing of the bidding period.

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

PRE-BID CONFERENCE

There may be a walk-through of the job site and review of specifications at the time indicated on the Notice Inviting Bids.

QUESTIONS, CLARIFICATIONS AND CONCERNS

Any questions concerning this bid should be referred to the designated Procurement Specialist and may be submitted electronically by utilizing the Questions and Answers field on Planet Bids or by contacting the City of Fresno, Purchasing Division, at (559) 621-1332 at least three (3) days prior to the designated bid opening date or prior to the pre-bid conference.

CONTACTS WITH CITY STAFF

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

LOCAL PREFERENCE

Fresno Municipal Code Section 4-108 LOCAL PREFERENCE IN CONTRACTS REQUIRING COMPETITIVE BIDDING provides for a local preference. That applicable to public work of improvement contracts are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the Council authorizes the Purchasing Manager to extend a preference to a local business as expressly set forth herein. For purposes of this section, "local business" shall mean a business with a fixed primary or branch office either (i) within a twenty-five-mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, or (ii) within the County of Fresno; and which fixed primary or branch office was established prior to the City inviting bids for the respective purchase.

The Purchasing Manager, in the evaluation of any and all sealed bids for any public works construction pursuant to this section, shall extend **a five percent (5%) preference to a local business in award of the Contract whenever the amount of the preference, as determined in subdivision (i) below, is less than or equal to seventy-five thousand dollars (\$75,000).**

The preference shall be extended consistent with each of the following:

- (i) The amount of the preference shall be equal to the amount of the percentage applied to the lowest responsive and responsible bid.
- (ii) If the Bidder submitting the lowest responsive and responsible bid is not a local business, and if a local business has also submitted a responsive and responsible bid, and, with the benefit of the preference, the local business' bid is equal to or less than the original lowest responsive and responsible bid, the City shall award the Contract to the local business at its submitted bid price.
- (iii) The Bidder shall certify, under penalty of perjury, that the Bidder qualifies as a local business. The preference is waived if the certification does not appear on the bid.
- (iv) Bidder shall certify, under penalty of perjury, that it will self-perform at least 30% of the contract amount with individuals who reside in Fresno County.
- (iv) The Bidder shall certify, under penalty of perjury, that at least 50% of the contract value would be performed by either the bidder or subcontractor meeting the local preference criteria.

For (iv) and (v), in determining compliance with the minimum percentages, work performed by residents of states other than California will be excluded from the calculation.

Bidders shall submit the CERTIFICATION FOR LOCAL PREFERENCE form with their bid if they seek the benefit of local preference.

SUBSTITUTION OF MATERIALS

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

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

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

EXCEPTIONS

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

ERRORS AND OMISSIONS

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

DEBARMENT

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

OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

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

ADA

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

ACH Payment Initiative-Electronic Payment

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

DIVISION I

BIDDING AND CONTRACT DOCUMENTS

Bidder's Name: _____
(Submit with bid proposal)

BID PROPOSAL
FURNISH AND INSTALL NEW PUMPING EQUIPMENT AT PUMP STATION 002B
BID FILE NO. 12601765

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO:

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

BID PROPOSAL

<u>Item</u>	<u>Quantity</u>	<u>Description of Work</u>	<u>Unit Price</u>	<u>Total</u>
1.	Lump Sum	Mobilization/Demobilization	Lump Sum	\$ _____
2.	1 Each	New Vertical Turbine Pump	_____/Ea	\$ _____
3.	1 Each	Certified Laboratory Pump Test	_____/Ea	\$ _____
4.	200 Linear Feet	12 Inch Column Pipe	_____/LF	\$ _____
5.	200 Linear Feet	1 11/16 Inch Stainless Steel Line Shaft	_____/LF	\$ _____
6.	21 Linear Feet	12 Inch Retainers With Neoprene Rubber Bearings	_____/LF	\$ _____
7.	10 Linear Feet	12 Inch Blank Suction Pipe	_____/LF	\$ _____
8.	10 Linear Feet	12 Inch Perforated Stainless Steel Suction Pipe	_____/LF	\$ _____
9.	1 Each	12-inch US Foot Valve Spring Loaded with Neoprene Rubber or Buena N sealing flaps.	_____/Ea	\$ _____
10.	Lump Sum	Disinfection	Lump Sum	\$ _____

(Continued)

Bidder's Name: _____
(Submit with bid proposal)

TOTAL BID AMOUNT \$ _____

The Total Amount (in words) **of Bid is** _____ Dollars and
_____ Cents.

NOTE: This is an informal bid for work under \$177,000 an award of a contract for more than that amount cannot be made on the basis of this bid. If your bid amount exceeds \$177,000, please indicate so rather than disclosing your actual bid amount.

The unit price bid per unit measure of work or lump price bid for an item of work shall include all costs of labor, equipment, and materials necessary for the furnishing and constructing complete in place and operating in accordance with the Drawings and Technical Specifications contained herein.
The Bid Prices set forth herein shall include any and all applicable taxes.

TIME OF COMPLETION/LIQUIDATED DAMAGES

The Contractor shall diligently prosecute the work to completion for all bid items before the expiration of FORTY-FIVE (45) working days from the date of the Notice to Proceed.

It is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, and agreed, liquidated damages, and not as a penalty, the sum of **TWO HUNDRED DOLLARS (\$200.00)** per day for each calendar day of delay in completion of the work from the date for completion as specified herein or in any written extension of time granted by the City.

NOTE: The following shall apply to all bid items:

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

CONTRACT QUANTITIES

The City reserves the right to increase or decrease Contract quantities in accordance with available funds. If the City Council has not appropriated funds, or if sufficient funds are not available to complete the purchase, the City reserves the right to decrease quantities to stay within the budget limitations.

ADDENDA

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

PRECEDENCE OF BID PRICES

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

RIGHT TO REJECT ANY AND ALL BIDS

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

TIME PERIOD TO AWARD/REJECT BIDS

The undersigned Bidder agrees that the City may have **FORTY-FIVE (45) DAYS** from the date bids are opened to accept or reject this Bid Proposal. It is further understood that if the Bidder to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to the next lowest responsive and responsible Bidder, who shall be bound to perform as if he or she had received the award in the first instance. No Bid Proposal may be withdrawn prior to award within that time.

AWARD OF CONTRACT

Unless otherwise specified, there will be only a single award. The award shall be made to the lowest responsible bidder whose product, delivery and service satisfy the City's requirements, subject to the City's right to reject any and all bids or bid items. Upon award, the City shall issue a Purchase Order which shall be included in the Contract documents.

Upon notification of award, the successful Bidder shall submit insurance certificates, payment and performance bonds, and shall execute and submit all contract documents within fifteen (15) working days to the Purchasing Division, 2101 G. Street, Bldg. A, Fresno, CA 93706.

MINOR IRREGULARITIES

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

TIEBREAKER

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

Bidder's Name: _____
(Submit with bid proposal)

CONTRACTOR'S LICENSE

The undersigned Bidder holds a valid Class State of California Contractor's License.

The License Number: _____

Issue Date: _____

Expiration Date: _____

BUSINESS LICENSE

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

License No: _____

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

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

Number _____ and Expiration date _____

CALIFORNIA LABOR CODE SECTION 1777.5

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

YES _____ NO _____

Bidder's Name: _____
(Submit with bid proposal)

LIST OF SUBCONTRACTORS

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

List one firm only for each portion of work.

<u>NAME AND LICENSE NUMBER</u>	<u>LOCATION</u>	<u>WORK TO BE SUBLET</u>	<u>DIR #</u>
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[illegible]

Bidder's Name: _____
(Submit with bid proposal)

CERTIFICATION

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

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

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

Bidder's Name: _____
(Submit with bid proposal)

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

The undersigned declares:

I am the _____ of _____,
Title of Authorized Person Bidding Firm, the party making the forgoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, and correct and that this declaration is executed on _____, at _____, _____.
Date City State

Signature of Authorized Person

Print Name of Authorized Person

The above Noncollusion Declaration is part of the Bid Proposal.

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

Bidder's Name: _____
(Submit with bid proposal)

**CERTIFICATION FOR LOCAL
PREFERENCE FOR: FURNISH AND
INSTALL NEW PUMPING EQUIPMENT AT
PUMP STATION 002B
BID FILE NO. 12601765**

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

Location of Business:

Please provide street address
(No PO Box)

Primary Office []
Branch Office []
(Please mark as applicable)

Address: _____

Phone: _____

And:

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

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

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

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

And:

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

Bidder's Name: _____
(Submit with bid proposal)

SIGNATURE PAGE

By my signature on this Bid Proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this bid proposal are true and correct.

BID SUBMITTED BY:

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

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

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

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

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

INSTRUCTIONS FOR SIGNATURE PAGE

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

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

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

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

ATTACHMENTS

(To be filed after award by successful bidder)

SAMPLE CONTRACT
CITY OF FRESNO, CALIFORNIA
PUBLIC WORK OF IMPROVEMENT

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

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

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

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

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

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

Upon the tender by City to Contractor, Contractor shall be bound and obligated to assume the defense of City and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy

any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from City or any of its officers, officials, employees, agents, or volunteers.

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

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

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

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to Indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms as set forth above.

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

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

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.

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

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

CITY OF FRESNO,
a California municipal corporation

By: _____
[Name],
[Title]
General Services Department

Dated: _____

ATTEST:
AMY K. ALLER,
City Clerk

By: _____

No signature of City Attorney required.
Standard Document **#GSD-S Formal Bid Contract – PWI (01-2025)** has been used
without modification, as certified by the
undersigned.

By: _____
[City Certifier Name],
[City Certifier Title]
General Services Department

City address:

City of Fresno
Attention: [Name],
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: [area code and #]
E-mail: [E-mail Address]

[Contractor Name],
[Legal Identity]

By: _____

Name: _____
(Type or print written signature.)

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

Dated: _____

By: _____

Name: _____
(Type or print written signature.)

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

Dated: _____

Consultant Address:
[Consultant Name]
Attention: [Name], [Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
E-mail: [E-mail Address]

SAMPLE
CITY OF FRESNO
PAYMENT BOND
PUBLIC WORK

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

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

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

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

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

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

[Signatures follow on next page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__.

[NAME OF CONTRACTOR] _____

PRINCIPAL

SURETY

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

By: _____
[Name]

Title: _____
[Department]

Approved:
City Manager, or designee

By: _____
[Name]

Title: _____

Date: _____

DPW-S Payment Bond (08-2023)

SAMPLE
CITY OF FRESNO
PERFORMANCE BOND
PUBLIC WORK

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that

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

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

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

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

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

[Signatures follow on next page]

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

[NAME OF CONTRACTOR] _____

PRINCIPAL

SURETY

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

By: _____
[Name]

Title: _____
[Department]

Approved:
City Manager, or designee

By: _____
[Name]

Title: _____

Date: _____

DPW-S Performance Bond (08-2023)

DIVISION II
GENERAL CONDITIONS

DIVISION II

GENERAL CONDITIONS (INFORMAL BIDS) 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 March 4, 1970 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 designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

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

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance with limits of liability not

less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

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

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

- (i) \$1,000,000 per occurrence; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.
- (ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO Forms: 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 Contractors' insurance shall be primary to and require no contribution from the City. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.
- (v) If Contractor maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Contractor.
- (vi) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.
- (viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as a Loss Payee.

PROVIDING OF DOCUMENTS

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

SUBCONTRACTORS

If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance

protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide 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 Payment Bond is required for all contracts of \$25,000.00 or more. A Performance Bond is required if specified in the Notice Inviting Bids, the Special Conditions or the Technical Specifications.

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

INDEMNIFICATION

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

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

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

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

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

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

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

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 Purchasing Division 2101 G. Street, Bldg. A, Fresno, CA 93706 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 find the bidder non-responsive and move to award to the next lowest responsive and responsible Bidder.

NOTE: Contract Documents include without limitation the following: Contract, A 100 percent

Payment (Material and Labor) Bond, Insurance Certificates, Workers' Compensation Insurance Certificate, Fair Employment Form, and any other information which may be required by these Specifications.

The Contractor shall utilize the City's Construction Management Information System (CMIS) for the submission, management, and review of all project-related data and documents throughout the duration of the Contract. CMIS is a web-based electronic project management system provided by the City at no cost to the Contractor. It is intended to facilitate the electronic exchange of information, automate key construction management processes, provide electronic notifications of project activities, and serve as the primary platform for the submission and oversight of contract documentation.

All construction management documentation, including but not limited to daily inspection reports, submittals, Requests for Information (RFIs), pay estimates and change orders, shall be submitted and reviewed through CMIS. The use of CMIS by both the City and the Contractor is mandatory and shall serve as the official record of project communications and documentation unless otherwise authorized in writing by the City.

PRE-CONSTRUCTION MEETING AND SCHEDULE OF WORK

Prior to the start of construction, the Engineer may 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 Project does not require a Stormwater Pollution Prevention Plan (SWPPP), per the specification outlined in Division IV, the awarded Contractor shall begin job site activities 15 calendar days after receiving notice that the contract has been executed by the City.
- If the Project requires a Stormwater Pollution Prevention Plan (SWPPP), per the specification outlined in Division IV, the awarded Contractor shall begin job site activities within 55 calendar days after receiving notice that the contract has been executed by the City.
- Modifications to the start of job site activities shall be approved in writing by the Engineer.

A Notice to Proceed may not be issued until the written final schedule has been reviewed and approved by the Engineer.

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.

The City may issue a Notice to Proceed and start contract time upon the required start of job site activities, as specified herein, unless otherwise approved in writing by the Engineer. It is the Contractor's responsibility to ensure that all necessary pre-construction coordination is completed, submittals are approved, and permits issued in order for the work to commence.

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 or she will within 14 days after the signing of the Contract, submit its 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 or she will not assign the payment of any monies due it (him or 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 to the 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 29 C.F.R. section 1.1(b) of the United States Labor Code, the Director of Industrial Relations and/or the United States Secretary of Labor shall ascertain the general prevailing rate of wages applicable to the work to be done under this Contract to be included in these Specifications by reference. (Copies of the wage rates or specific wage rate determinations may be obtained from the Contract Compliance Officer at City of Fresno Capital Projects 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 or 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 or 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 or 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.

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 or 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 its 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 its 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 its 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 of the California Labor Code. 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 of the California Labor Code 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 or 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 its 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 manners 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 or she demonstrated to the satisfaction of the City within a stated period that the violation has been corrected, that he or 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 or 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 or 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 or 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 its representatives, the Contractor shall, through negotiations with the unions with whom he or 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 reference, incorporated into and made a part of this Contract.

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

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

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

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

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

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

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

CLAIMS FOR ADDITIONAL TIME

Extension of time, when granted, will be based upon the effect of delays to the project as a whole and will not be granted for noncontrolling delays to minor included portions of the Work unless it can be

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

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

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 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, it 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 its 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 its 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 its 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 its 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 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 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 its request, or any automatic request hereunder, for a meeting. The Contractor may make a presentation in support of its Claim. No attorney may take part in the presentation or defense of the Claim in the meeting with the Public Works Director, or 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 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 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 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 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 designee. Failure to timely notify the Construction Manager of either following receipt of the Public Works Director's written decision, or that of its designee, shall constitute acceptance by the Contractor of the Public Works Director's decision, or that of its 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 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 designee, the City may select the mediator. Mediation, including at least one session requiring physical attendance by all parties, shall begin within 15 working days of selection of the mediator, unless necessary to accommodate the mediator's schedule. The parties shall share the mediator's fees and any administrative costs of mediation equally. The mediation shall be held in Fresno, California, unless another location is mutually agreed upon by the parties in writing. In the event the parties are unable to reach a mutually acceptable resolution of the Claim within 20 working days of the start of mediation, unless extended or otherwise terminated by written mutual agreement of the parties, mediation shall terminate.
- c. If the Owner and Contractor are able to resolve their dispute the Owner will promptly process any required Contract changes. Any settlement reached in principle must be in writing and is subject to approval by the City Manager or City Council consistent with City laws and policies. Should the dispute remain unresolved, the parties may resort to other dispute resolution procedures.
- d. All statements made during the mediation shall be confidential and subject to sections 703.5, 1119 and 1152 of the California Evidence Code.

- (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, it 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 from the Mediator shall be paid by the 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 to the Contractor. If no Change Order is issued against this bid item, the Contract Price shall be reduced by the full amount of the bid item included in the Bid Proposal for the Mediator.

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 the 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 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. The 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 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 for 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 monies 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 monies 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.

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.

(e) 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 monies 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

DIVISION III

SPECIAL CONDITIONS

DIVISION III
SPECIAL CONDITIONS

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

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

All work shall be bid as listed in the specifications, and the bid items shall cover the Contractor's cost to conform to the City specifications. The Contractor bid shall include the full compensation for all cost incurred for furnishing and constructing complete in place and operating, in accordance with the specifications, for all work listed in the bid.

CONTRACTOR'S RESPONSIBILITIES

Products Liability Insurance: If these specifications are for equipment with moving parts, the Vendor shall provide the City of Fresno with verification of manufacturer's products liability insurance in excess of \$1,000,000 on said bid equipment, prior to issuance of a purchase order.

Warranty: For the purpose of equipment and material, the Vendor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to buyers and consumers of the product. The Vendor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

PAYMENT

The contractor shall be eligible for payment after completion and acceptance of the job. The contractor must invoice the City, in order to initiate the payment process. Invoice shall conspicuously display the Purchase Order Number and shall be sent to:

ATTENTION:

Department of Public Utilities
Utilities Planning & Engineering
Attention: Joseph De George
747 R Street, 2nd Floor
FRESNO, CA 93721

All applicable charges must be included in the bid pricing. Charges on invoices not included on the bid proposal will be disallowed.

1. PERMITS AND FEES

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

2. NOTIFICATION OF PROPERTY OWNERS

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

3. CONTRACTOR'S RESPONSIBILITIES

The contractor agrees, from the date of commencement of construction (NTP) until the formal final acceptance (NOC) of the completed work by the city. That he or she shall assume sole and complete responsibility for the job site conditions, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours. Contractor shall bear all risks of injury or damage to or the destruction of, the work or any part or parts thereof, or any materials or equipment delivered to the site thereof, by fire, earthquake, windstorm or other actions of the elements, vandalism, or from any other cause, including loss by theft. Contractors shall rebuild, replace, restore, and make good all injuries or damage to any portion of the work either temporary (Fencing, electrical, safety, lighting) or permanent fixtures incorporated into the project, and shall bear the entire expense thereof.

The Contractor shall be responsible at its own expense for the prevention and removal of vandalism within the Project Site. The Contractor is responsible for the protection and restoration of existing improvements per Section 7-9 herein and shall be responsible for and apply the same protections to the contract improvements. When vandalism, including graffiti, stickers, and/or other public nuisances (City of Fresno Municipal Code, Sec 10-605) appear within the project site, the Contractor shall remove, repair, or restore the improvements within 48 hours of discovery of such occurrence. The Contractor shall be responsible for all costs, labor, materials, tools, and incidentals necessary to keep the Project Site free of vandalism.

The Contractor shall at its own expense furnish, install, maintain, replace, and remove all temporary fence including poles, piping, fabric, foundations, stands, signage, chains, locks, and other equipment, necessary for the Work and in order to keep the Project Site secure. The Contractor shall use temporary fence any time a permanent fence is removed or displaced during the course of construction and as needed to protect the traveling public, private property, and the project site.

When Underground Service Alert markings are applied, the Contractor shall at its own expense remove those markings. Only markings applied in response to the awarded Contract shall be removed.

Long lead items including custom fabrication items, specialty equipment, or items incorporated into the projects critical path timeline shall provide written verification, purchase orders or subcontract agreements showing approval and release for construction critical items no later than two weeks after submittal approval. All long lead items shall be shown on the pre-construction schedule. Submittals shall be submitted for review as soon as possible after the contract has been awarded, weekly submittal progress status will be required.

4. TEMPORARY SUSPENSION OF WORK

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

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06, "Time of Completion, State Standard Specifications." If a portion of the work at the time of such suspension is not a current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days within the meaning of the definition set forth in Section 8-1.06, "Time of Completion, State Standard Specifications."

5. TESTING (as applicable)

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

6. DISPOSAL OF CONCRETE AND A.C. SURFACING

All concrete, A.C. and pavement removed from the project site shall be disposed of at a site obtained by the Contractor and approved by the Engineer. **No recyclable material shall be disposed of at any landfill. All disposable recyclable materials shall be disposed in a manner that facilitates recycling.** Payment for disposal, including all costs of hauling, shall be as specified in the Technical Specifications or Explanation of Bid Items. The Contractor shall report quantities of disposed material in a manner that enables the City to utilize diverted quantities as diversion credits pursuant to California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.)

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

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

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

It is expressly understood and agreed that the City of Fresno assumes no responsibility to the

Contractor whatsoever by the granting of such permission and Contractor shall assume all risks in connection with the use of the Disposal Site(s). The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the Disposal Site(s) and the status of any permits or licenses in connection therewith.

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

Payment for disposal, including all costs of hauling, shall be as specified in the Technical Specifications or Explanation of Bid Items. The Contractor shall report quantities of disposed material in a manner that enables the City to utilize diverted quantities as diversion credits pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.)

8. PARKING PERMITS

All Contractors using vehicles, necessary for the performance of work for the City of Fresno, that require parking off the job site in an area subject to a parking violation shall obtain special meter provisions issued by the City Parking Division. Meter reservations may be made on the City website by going to *Departments, Planning & Development, Parking*, and clicking *Construction and Event Support* at the bottom of the page, *To Apply for Meter Reservation Online*. Contractors not coordinating such provisions shall be required to

otherwise comply with the parking requirements of Chapter 14 of the Fresno Municipal Code and will be subject to fines for violation of the Code.

9. TRAFFIC CONTROL

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

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

Intersections:

Intersections may not be closed. A detour and barricading plan must be submitted to the City of Fresno Traffic Engineering Division at least 5 working days in advance of any work being done. Written approval shall be obtained from the Traffic Engineering Division prior to the beginning of work.

Construction of sidewalks and curb ramps must be prosecuted in a manner that allows for the continued use of ADA-compliant routes by pedestrians at the intersection being worked on.

Public Notification:

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

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

Traffic Control Systems:

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

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

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

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

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

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

Construction Management Division with the assistance of the Traffic Engineering Division will be observing and directing the Contractor on proper traffic signing and barricading through the construction zone. The Contractor shall provide safe access for the City inspection staff to make their observation.

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

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

10. REMOVAL OF TRAFFIC CONTROL PAVEMENT MARKERS

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

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

11. SURVEY MONUMENTS AND CONSTRUCTION STAKING

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

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

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

12. LOCATION OF THE WORK FOR INSTALLATIONS

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

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

13. PROJECT SITE MAINTENANCE

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

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

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

14. UTILITIES

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

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

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

presence or location is unknown.

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

All utility services and facilities damaged or broken by the Contractor shall be repaired or replaced in accordance with the requirements of the owner of said utility. The Contractor will be permitted to sever a sanitary sewer house branch, provided an approved temporary conduit for the missing portion is installed immediately.

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

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

15. HAZARDOUS MATERIAL AND UNFORESEEN CONDITIONS

In the event any Work hereunder involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer, in writing, of any: (i) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; and (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in these Specifications. The Buyer will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, it will issue a change order under the procedures described in these Specifications. In the event that a dispute arises between the Buyer and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Buyer and Contractor shall retain any rights provided by Contract or law which pertain to the resolution of disputes and protests between the parties.

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

16. ACCESS TO PROPERTY

Pedestrian and vehicular access to properties shall be provided and maintained at all times, unless

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

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

17. AMERICANS WITH DISABILITIES ACT ACCESSIBILITY

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

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

- The path of travel shall not have abrupt changes in grade, elevation, or terrain. The path of travel shall have a cross slope of 2% or less; running slope may be equal to that of the topography of the adjacent street.
- Any changes in level in a path of travel that is over ¼" – ½" height shall be beveled at a 45-degree angle to provide a smooth transition.
- Temporary ramps shall be a minimum of 48" wide, with a running slope ratio not to exceed 1:12 (one foot run for every inch of the curb). Sides of a ramp shall be protected where there is a drop off. For all ramps not meeting the definition of a *curb ramp*, handrails will be provided in conformance with Title 24 and the Americans with Disabilities Act Design Standards.
- For walkways in the pedestrian path that have less than 5' of clear width, there shall be provided passing spaces 5' wide every 200 ft. to provide adequate space for two pedestrians in wheelchairs to pass each other.
- Signposts, scaffolding and fencing and other supports shall be placed to provide an unobstructed path of travel that is 48" wide and 80" high.
- Closed trenches, temporary paving surfaces, walking surfaces, steel plates, etc. shall have a smoothly finished, firm walking surface made even with surrounding walkways. If plywood is used as a temporary walking surface, it will be a minimum of ¾" in thickness and it will be anchored using either a mechanical fastener, cold mix, or asphalt so that it is stable and level with surrounding surfaces.
- When a sidewalk is closed and pedestrian traffic detoured, sidewalk signs indicating that the sidewalk, curb ramp, or both the sidewalk and curb ramp are closed are required. These signs shall be placed so as to provide ample warning of the detour to people with mobility impairments and minimize backtracking. Signs shall be placed so that they are visible from the sidewalk before the detour begins.
- When a sidewalk is completely closed, a barrier that is detectable by a person with a visual

disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

- During detours, access shall be provided by directing all pedestrian traffic to the unaltered side of the street where marked crossings and usable curb ramps exist; if such elements do not exist, temporary marked crosswalks and temporary ramps shall be provided. Any plan proposing temporary marked crosswalks and ramps shall be approved in writing by the City Traffic Engineer or designee.
- To protect pedestrians with visual disabilities using a mobility cane and to serve as a wheelchair stop, barriers shall have brightly contrasting colors marking each end and a ground rail running the length of each side of the barrier that is attached to the base.
- A-frames and other devices used for defining path of travel shall be connected and maintained to provide a stable guide to help a pedestrian with a visual disability negotiate a safe path while using a cane. These devices shall provide a continuous detectable edge at least 6" above the surface of the sidewalk or pathway, with the bottom of the edge a maximum of 2" above the ground or walkway surface. This edge should be firmly attached to the ground or to other devices.
- The bottom 3" of fencing material (e.g., chain link, plastic, etc.) shall be solid to provide a guide for pedestrians with visual disabilities and limit the likelihood that a long cane will be caught in the fence. This may be achieved by attaching a solid material to the bottom portion of the fence.
- During working hours, open excavations will not be allowed to adjoin or interrupt the pedestrian path. No open excavations will be permitted in pedestrian access areas overnight.
- Caution tape or its equivalent shall NOT be used by itself to delineate the path of travel or create a barricade.
- The Contractor shall provide notice to Fresno Area Express (FAX) at (559) 621-1424 forty-eight hours before engaging in work that will impede access to a FAX bus stop to allow the relocation of the bus stop to a temporary, accessible location.

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

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

18. COORDINATION BETWEEN CONTRACTORS

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

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

19. ADJUSTMENT OF EXISTING UTILITY FACILITIES

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

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

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

All other utilities shown on the Plans which may need adjustment to grade shall be done by their respective owners. All adjustments will be done after the paving operations. Contractor shall be responsible to identify the location with a physical marker and notifying the respective utility companies concerned; for PG&E, contact Mr. Chris Woods at (559) 263-5215, for AT&T, contact Ms. Dawn Sibley at (559) 454-3367, and for FMFCD, contact Ms. Debbie Campbell at debbieci@fresnofloodcontrol.org

20. HANDLING OF WATER MAIN

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

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

21. UNDERGROUND UTILITY SEQUENCING

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

22. CONSTRUCTION SCHEDULE CONSTRAINTS

The Contractor shall submit a Tentative Construction Schedule and Final Construction Schedule in accordance with Division II – Pre-Construction Meeting and Schedule of Work. The contractor shall identify any schedule constraints that they foresee regarding material procurement, community impacts, utility work or adjacent construction projects.

At a minimum, the schedule shall consider/reflect the following Schedule Constraints:

- ENTER SCHEDULE CONSTRAINTS CONSIDERATIONS

23. ASPHALT CONCRETE MIX DESIGN APPROVAL

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

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

A. Aggregate and mineral filler:

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

2. Results of tests for aggregate quality requirements specified in Section 39-2.02, *Aggregate*, of the State Standard Specifications.
3. Source of each aggregate to be used.
4. Percentage of each aggregate stockpile or hot bin to be used.
5. Gradation of each aggregate stockpile or hot bin to be used.

B. Asphalt binder:

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

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

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

24. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

Section 9-1.07 of the 2018 State Standard Specifications applies to asphalt contained in materials for pavement structures and pavement surface treatments such as HMA, tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment whenever the California statewide crude oil price index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The Department of Transportation (Department) determines the California statewide crude oil price index each month on or about the 1st business day of the month using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California statewide crude oil price index, go to the Department's Division of Construction website: <https://dot.ca.gov/programs/construction/california-statewide-crude-oil-price-index>.

If the adjustment is a decrease in payment, the Engineer deducts the amount from the monthly progress payment.

The Engineer makes payment adjustments due to price index fluctuations for changed quantities under section 9-1.06.

If the Contractor does not complete the work within the Contract time, payment adjustments during the overrun period are determined using the California statewide crude oil price index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The

Department may decrease bid item quantities, eliminate bid items, or terminate the Contract.

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit a public weighmaster's certificate for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight. For slurry seals, submit a separate public weighmaster's certificate for the asphaltic emulsion.

25. ARCHEOLOGICAL AND HISTORICAL FINDINGS

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

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

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

26. PERFORMANCE AND ASSURANCES

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

27. CHANGE ORDERS

Approval of any change order by the City is subject to Resolution No. 2017-158 as adopted by the City Council.

28. DUST CONTROL AND STORM WATER POLLUTION PREVENTION

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

Dust Control

The FDCP and maps must be prepared utilizing the latest requirements of the District. Once the FDCP and maps have been prepared, it shall be the responsibility of the Contractor to submit and obtain written approval by the District. Until a written approval has been obtained by the District, no construction activity shall commence on the project site. Once a written approval has been obtained, the Contractor shall submit to Construction Management Division a copy of the approved FDCP with

all maps. The Contractor shall keep the FDCP current as required by the District. The Contractor shall keep a copy of the approved FDCP, and amendments thereto, at the job site and in the general business office of the Contractor.

In addition, the Contractor shall make available to Construction Management Division copies of all amendments to the FDCP as prepared by the Contractor. The FDCP shall be made available upon request of a representative of the District or U.S. Environmental Protection Agency. Requests by the public shall be directed to the Engineer.

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

The Contractor shall be responsible throughout the duration of the project for street sweeping, soil stabilization, watering operations, establishing a water source and associated costs, carryout and track out prevention, notification, installing, inspecting, maintaining, required record keeping and removing control measures to reduce Visible Dust Emissions (VDE) and eliminate nuisances from or within the construction site.

Dust control shall conform to Section 7-8 of the Standard Specifications and the cost of labor and equipment required for the work shall be included in the various bid items and no separate payment will be allowed. The cost of water will be paid by the Contractor.

Reference to and incorporation of the provisions of Sections 23113, 23114, 23115 and 40,000.16 of the California Vehicle Code regarding containment and transportation of any aggregate material upon public roadways is made to these Specifications.

Storm Water

It shall be the responsibility of the Contractor to comply with all of the requirements of the latest NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ according to SWQCB and standard industry practice. This includes, but is not limited to, preparing plans and application, maps as well as all necessary reporting on the SWQCB's Storm Water Multiple Application and Report Tracking System (SMARTS System). The Contractor, working with their certified Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD), will determine what would be the best course of action to comply with the latest State NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009- DWQ. If the Contractor's QSD determines a SWPPP is the best course of action, it shall be the responsibility of the Contractor and their QSD to submit to Construction Management Division a completed SWPPP for review. Upon acceptance of the SWPPP document by Construction Management Division, the QSD shall prepare a Notice of Intention (NOI) application in the SWQCB's SMARTS System and upload all necessary documents and maps to be approved by the Legally Responsible Person (LRP). Until a written approval of the SWPPP has been obtained from the SWQCB, no construction activity shall commence on the project site. Upon obtaining written approval of the SWPPP, it shall be the responsibility of the Contractor to implement the SWPPP. Throughout the course of the project, the Contractor's certified Quality SWPPP Practitioner (QSP) shall conduct periodic inspections, testing, any reporting on the SMARTS System as well as coordinate with the QSD to update the SWPPP as necessary. At the conclusion of construction, it shall be the responsibility of the Contractor and its QSD/QSP to ensure the annual report has been updated on the SMARTS System as well as

prepare the Notice of Termination (NOT) for City's approval. The Contractor shall keep a copy of the approved SWPPP, and amendments thereto, at the job site and in the general business office of the Contractor. In addition, the Contractor shall make available to Construction Management Division copies of all amendments to the SWPPP as prepared by the Contractor. The SWPPP shall be made available upon request of a representative of the Fresno Metropolitan Flood Control District, Regional Water Quality Control Board, State Water Resources Control Board or U. S. Environmental Protection Agency. Requests by the public shall be directed to the Engineer.

SWPPP preparation will also include any preparation of Storm Water Annual Reports or Rain Event Action Plan (REAP). If specified for the risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts. Storm Water Annual Report preparation includes certifications, training, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.

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

The Contractor shall be responsible throughout the duration of the project for installing, inspecting and maintaining the control measures (Best Management Practices – BMP's) and for properly removing and disposing of temporary control measures. The contractor shall be responsible for all permit fees and other fees associated with the SWPPP including any renewal fees. The Contractor will also be responsible for producing annual reports, as necessary. The Contractor shall also be responsible for other items associated with SWPPP implementation including Job Site Management, Storm Water Sampling and Analysis, and Street Sweeping.

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

29. SALVAGED ITEMS

See Plans for locations of specific items to be salvaged. All salvaged material shall be delivered by the Contractor to the City Corporation Yard, located at 2101 "G" Street or to a location directed by the Engineer.

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

This item does not apply to Federally funded projects.

DIVISION IV

TECHNICAL SPECIFICATIONS

DIVISION IV

TECHNICAL SPECIFICATIONS

Technical Conditions

It is the purpose and intent of these Specifications to describe the minimum requirements for the above project. All items not specifically mentioned which are required to complete the service shall be included in the unit bid price. Services performed, and materials used, shall conform in quality of material and workmanship to current industry standards.

The unit price(s) bid shall include all costs of labor, equipment, and materials necessary for the furnishing and construction complete in place and operating, in accordance with the plans and specifications, for all work listed in the bid items.

Before submitting a bid proposal, bidders should inspect the work site to verify the work, and the conditions under which the work will be performed. The submittal of a bid proposal shall be sufficient evidence that the bidder has reviewed the site and is fully aware of the required work and work conditions.

Clean-up Payment for clean-up shall be included in the bid items.

The Contractor shall perform all work necessary to complete the contract in a satisfactory manner. Unless otherwise provided in writing, he or she shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the work.

This project shall be performed in accordance with the STANDARD SPECIFICATIONS of the City of Fresno, as may be excerpted or amended below. Standard Specifications may be purchased from the Department of Public Works Public Counter, 4th floor, City Hall, 2600 Fresno Street, Fresno. The Standard Specifications are available on the City of Fresno website (www.fresno.gov) by clicking on Public Works Department and checking Department Technical Library.

City Inspection The work will be subject to inspection by the Engineer.

CITY OF FRESNO BID SPECIFICATIONS

FURNISH AND INSTALL NEW PUMPING EQUIPMENT AT PUMP STATION 002B BID FILE NO. 12601765

TECHNICAL SPECIFICATIONS

Explanation of Bid Items

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

All work shall be done in conformance with the provisions in the Specifications and in conformance with the requirements in all permits related to or required for the work, and as directed by the Engineer.

Explanation of Bid Items:

PUMP STATION 002B is located at 511 North Park Ave, Fresno, CA 93728.

This is an 18 7/8" ID Well from 0' – 340'. This Well is reduced down to 14 ½ "ID at 340'-345'. This Well is 14 ½" ID from 345' – 590'. Perforations begin at 190' to 340' and 345' to 585'. This well is 590' deep. All materials and parts shall be new. Pump Station 002B is a Public Water Supply Well and the sanitation and integrity of the materials, well, and site are strictly enforced.

Bid Item 1: Mobilization/Demobilization

This item shall be bid lump sum and include the cost of all transportation, fuel and labor for complete installation and adjustments needed to adjust all parts and equipment, setting the lateral once the City of Fresno personnel has electrically connected the motor and checked rotation. This item also to include maintaining site integrity and clean up during installation, not leaving it open to contamination or safety hazard. The well and site shall be secured and locked daily. The Contractor shall remove all trash, grease, rust preventative compounds or other contaminants from the interior and exterior of the well, pedestal and site. At no time will the contractors' equipment be allowed to leak gas, oil, or other contaminating products anywhere on the City site.

Bid Item 2: New Vertical Turbine Pump

This item shall be bid per each. The Pump Bowl assembly shall be manufactured by Floway Pump Co., Verti-Line Pumps, National Pump Co., American Turbine, Fairbanks Morse, Flowserve, Peerless Pump, Peabody, Grundfos Pumps, or Goulds Pumps, or approved equal. The Turbine Bowl shall be rated at 1200 Gallons per Minute at 295 Total Dynamic Head, at 1800 RPM. Bowl Efficiency => 83% (enclosed impellers only). The design point shall not be left of best point of efficiency and shall not be more than 1% to the right of the center point of best efficiency. Bowl diameter shall not be more than 12 inches. The bidder shall supply the catalog pump curve of the pump they are bidding at bid closing.

Bid Item 3: Certified Laboratory Pump Test

This item shall be bid per each. A certified Laboratory pump test shall be conducted by

manufacturer and witnessed by a Professional Engineer with his/her seal attached to the documentation. The Pump Test shall be performed using all recommended standards as developed by and in the Hydraulic Institute, American National Standard for Vertical Pump Tests: ANSI/HI 14.6-2016.

Bid Item 4, 5 and 6: 12 Inch Column Pipe; 1 11/16 Inch Stainless Steel Line Shaft; 12 Inch Retainers With Neoprene Rubber Bearings

These items shall be bid per linear foot. 12 inch diameter X 0.330-inch-thick wall column pipe, butt threaded with collars and sealed with PFAS free, NSF61 certified sealant. The line shaft shall be 1 11/16 inches, #416 stainless steel, water lubed shaft with bearings and couplers. Shaft couplers shall be made of Nodular Iron. Bearings shall be made of brass and have 2 inch water lube Neoprene rubber inserts with grooves to allow for product lubrication in the 12 inch X 2 inch X ½ inch brass centralizers, with one bearing located not greater than 5 feet from the top of pump bowl, and one spaced every 10 feet. One ten foot joint of column pipe shall be cut and threaded on both ends to make two 5 feet nipples and to be installed, one on top of pump bowls and one to be connected to bottom of the discharge head.

Bid Item 7 and 8: 12 Inch Blank Suction Pipe; 12 Inch Perforated Stainless Steel Suction Pipe.

These items shall be bid per linear foot. A blank 10 feet section of stainless steel suction pipe shall be connected to the suction side of the pump bowls and screwed to the top of the Stainless Steel, 12 inch, spring loaded, rubber sealed flaps, Techno check or US foot valve. The top of the perforated 10 feet of the suction pipe shall be screwed into the bottom of the Foot valve. The bottom of the perforated stainless steel suction pipe shall have a stainless steel bottom plate securely welded the entire circumference of the bottom plate without holes or pits in the welded seam to close the end of the suction pipe. A Bull Nose may be used and welded the entire circumference of the diameter without pits or holes in the continuous circumferential weld. The perforated suction shall not be less than 0.100 slot opening.

Bid item 9: 12-inch US Foot Valve Spring Loaded with Neoprene Rubber or Buena N sealing flaps.

This item shall be bid per each. The Foot Valve shall be 12 inches in diameter, stainless steel, male threaded, equipped with NPT, and spring loaded, with neoprene rubber on flap closures and rated not less than 300 PSI. **The bidder shall submit the type and manufacturer of the valve with the bid.**

Bid Item 10: Disinfection

This item shall be bid lump sum. The Column Pipe, pump and shafts must be disinfected. Spray with chlorine and potable water mixture no less than a 5% concentration of chlorine. (A pre-approved, NSF 61 certified disinfection solution may be substituted for the chlorine when information (i.e.) the name of chemical and NSF/ANSI 61 certification for the disinfection solution are submitted with the bid.)