

BID FORM RFB NO. 25-26-54

Project: Resurfacing of Tennis and Pickleball Courts at Plaza Park

NAME OF BIDDING AGENCY: Anderson Striping & Construction Inc.

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-54 dated: 7/2/26, the undersigned BIDDER hereby proposes to furnish all materials, taxes, equipment, tools, labor, appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site/s, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the time and manner prescribed will result in forfeiture to the City of the Bid Guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract and provide bonds within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work within ten (10) calendar days after the effective date of the Notice to Proceed and to complete the work by thirty (30) calendar days after Notice to Proceed, unless extended in writing by the Purchasing Division.

BIDDER shall pay the City LIQUIDATED DAMAGES in the amount of **four hundred and eighty dollars (\$480.00) per day** for each calendar day the project is delayed beyond the "TIME OF COMPLETION DATE".

BIDDER proposes to furnish a Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the agreement, as surety condition for the full, complete and faithful performance of the agreement. In addition, Contractor shall furnish a Maintenance Bond in the amount of 50% of the agreement, which shall remain in effect for one year after the notice of completion has been filed. According to City standards the surety company must be either a California Admitted Surety OR current Treasury Listed Surety (Federal Register) to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) and the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state and prevailing wages, and uploading and certified payrolls to the Labor Commissioner.

BIDDING AGENCY: Anderson Striping & Construction Inc.

Prices bid shall include all equipment, tools, materials, taxes, fuel, and labor costs.

**Bid Schedule 'A' – Tennis Courts
Resurfacing Project as described in
RFB 25-26-54**

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u> (\$)	<u>TOTAL</u> (\$)
1	Mobilization & Demobilization	1	LS	\$1,000.00	\$1,000.00
2	Court Resurfacing & Striping	49,923	SF	\$1.92	\$95,852.16
3	Expansion Joint	1	LF	\$8.49	\$8.49
BID SCHEDULE 'A' TOTAL (\$) =					\$96,877.93

**Bid Schedule 'B' – Pickleball Courts
Resurfacing Project as described in
RFB 25-26-54**

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u> (\$)	<u>TOTAL</u> (\$)
1	Mobilization & Demobilization	1	LS	\$1,000.00	\$1,000.00
2	Court Resurfacing & Striping	14,641	SF	\$2.86	\$41,873.26
3	Expansion Joint	1	LF	\$8.49	\$8.49
BID SCHEDULE 'B' TOTAL (\$) =					\$42,881.75

TOTAL BID AMOUNT (Bid Schedule 'A' Total + Bid Schedule 'B')	\$ 139,759.68
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LOWEST BID WILL BE BASED ON THE LOWEST TOTAL BID AMOUNT which is the sum total of Bid Schedule 'A' Total plus Bid Schedule 'B' Total.

The City reserves the right to increase the expansion joint work at the unit cost stated in Contractor's bid.

Bid will be awarded to the lowest bidder whose bid is deemed both responsive and responsible and meets all specifications of RFB 25-26-54.

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.

BIDDING CONTRACTOR LICENSE INFORMATION:

Bidder's Name: Anderson Striping & Construction Inc.

State Contractor's License #: 900497 **Class:** A **Exp. Date:** 7/31/2027

State DIR Registration # 1000004817

Federal Tax I.D. # 68-0649225

City of Visalia Business Tax Certificate # BL008403

A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work. Contact the Business Tax Division for information at (559) 713-4326 or businesstax@visalia.gov.

BIDDING AGENCY: _____

CONTRACTOR'S REFERENCES:

The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past three (3) years.

REFERENCE 1

Name of Agency: Kings Canyon Unified School District Contact Person: Monica Sanchez

Agency Address: 1801 10th Street Reedley CA Phone #: (559) 305-7010

Project: Paving Improvements at Various Sites Date Completed: In Progress Contract Amount: \$ 333,631.00

REFERENCE 2

Name of Agency: Paradise Unified School District Contact Person: Mike Sutton (UBC)

Agency Address: 5911 Maxwell Drive Phone #: (925) 787-9762

Project: Paradise HS Tennis Courts Date Completed: 08/05/2023 Contract Amount: \$ 148,967.00

REFERENCE 3

Name of Agency: City of Tulare Parks & Rec Contact Person: Ivan Nicar

Agency Address: 1591 E Noble Ave Visalia CA 93277 Phone #: (559) 684-4310
Centennial Park Tulare

Project: Tennis Courts Date Completed: 11/2/25 Contract Amount: \$ 4,454.00

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

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

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

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

BIDDING AGENCY: _____

SUBCONTRACTOR LISTING

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. 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 without the approval of the Project Manager.

SUBCONTRACTOR INFORMATION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	Subcontractor Name: PARC Environmental	Performing <u>26</u> % of project	Asbestos Boilermaker Bricklayers Carpenters Carpet/flooring Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineer Painters Pile Drivers Pipe Trades Plasterer Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker <u>Other:</u>
Business Address: P.O. Box 10077 Fresno, A 93745-0077						
Email Address: jdias@parcenvironmental.com						
CSLB # 501913		Expires: 11/30/2026				
DIR Registration # 1000002856						
2.	Subcontractor Name:	Performing ____ % of project	Asbestos Boilermaker Bricklayers Carpenters Carpet/flooring Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineer Painters Pile Drivers Pipe Trades Plasterer Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						
3.	Subcontractor Name:	Performing ____ % of project	Asbestos Boilermaker Bricklayers Carpenters Carpet/flooring Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineer Painters Pile Drivers Pipe Trades Plasterer Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						

Note: If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper and submit with Bid.

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Anderson Striping & Construction Inc.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

P.O. Box 1014 Kingsburg, CA 93631

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Kelly Anderson - Shareholder, President, & CEO

Rick Anderson - VP & Shareholder

Erick Anderson - Director & Secretary

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$500 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members,

https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
YES: _____ NO: X . If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

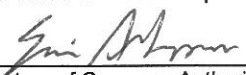
Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Anderson Striping & Construction, Inc.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company


Signature of Company Authorized Individual

Erick Anderson - Secretary

08/05/26

Print or Type Name of Authorized Individual

Date

SIGNATURE PAGE

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

BID SUBMITTED BY:

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

(1) Anderson Striping & Construction, Inc. (559) 897-2760
Bidding Firm Phone

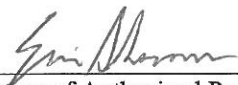
(2) ☒ Corp: State of Incorporation: CA
☐ Individual
☐ Partner ☐ Other:

(3) kelly@andersonstriping.com
Email Address

P.O. Box 1014

Business Address

Kingsburg CA 93631
City State Zip Code

(4) By: 
Signature of Authorized Person

Erick Anderson - Director & Secretary

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: 68-0649225 Date: 08/05/26

BIDDING AGENCY: _____

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 and email 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.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer 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>
Kelly Anderson - Shareholder, President, & CEO	P.O. Box 1014 Kingsburg, CA 93631
Rick Anderson - VP & Shareholder	P.O. Box 1014 Kingsburg, CA 93631
Erick Anderson - Director & Secretary	P.O. Box 1014 Kingsburg, CA 93631
_____	_____

BID PROPOSAL CONTRACT

Accompanying this proposal is \$ Bid Bond Attached cash, cashier's check, certified check, or bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, director and manager thereof and all stockholders owning more than 10% equity interest in corporation; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Anderson Striping & Construction, Inc.

Print Name of Corporation or True Name of Firm

Kelly Anderson - Shareholder, President, and CEO

Print Officer's Name or Copartner's Name and Title

Rick Anderson - VP & Shareholder

Print Officer's/Stockholder Name or Copartner's Name and Title

Erick Anderson - Director & Secretary

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Licensed in accordance with an act providing for the registration of Contractors,
License No. 900497, Class of License(s) A,
License Expiration Date 07/31/2027.

Department of Industrial Relations Registration No. 1000004817

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City of Visalia.

Signature of Authorized Person(s)



Signature

Erick Anderson

Print Name

Director & Secretary

Title

NOTE:If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address	PO Box 1014	Kingsburg	CA	93631
	Street Address	City	State	Zip Code

Business Telephone Number 559-897-2760

Place of Residence Kingsburg, CA Dated: 08/05/26

E-mail Kelly@andersonstriping.com

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Anderson Striping and Construction, Inc.

as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company

a corporation duly organized under the laws of the State of Ohio as Surety, hereinafter called the Surety, are held and firmly bound unto City of Visalia, Obligee, hereinafter called the Obligee, in the sum of Not to Exceed Ten Percent of Amount Bid ***Dollars (\$10% of amount bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resurfacing of Tennis and Pickleball Courts at Plaza Park. Bid #25-26-54.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of July, 2026

Anderson Striping and Construction, Inc.

BY: [Signature] (Principal) (Seal)

{ Director (Title)

Nationwide Mutual Insurance Company

BY: [Signature] (Surety) (Seal)

{ Attorney-In-Fact: Justin A. Smit (Title)

[Signature]
(Witness)

[Signature]
(Witness)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On July 30, 2026 before me, Roberta Voss Notary Public
(insert name and title of the officer)

personally appeared Justin A. Smit
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

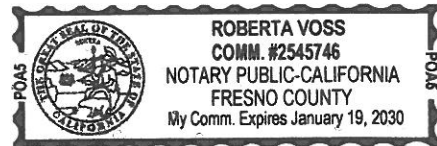
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Roberta Voss

(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
JUSTIN A SMIT; ROBERTA VOSS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



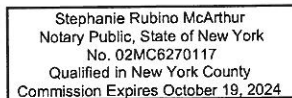
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

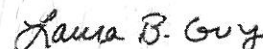


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of July, 2026.



Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

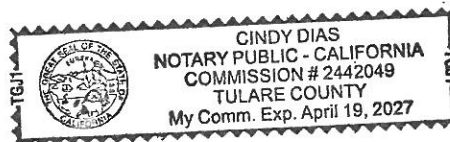
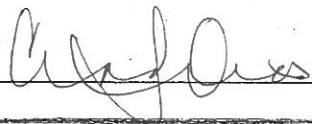
On August 06, 2024 before me, Cindy Dias Notary Public
(insert name and title of the officer)

personally appeared Erick Anderson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

BIDDING AGENCY: _____

LOCAL AND STATE REQUIREMENTS

The following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Visalia. The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these following provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER of any other BIDDER, or to fix any overhead profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, agreement, or purchase order; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham BID.

2. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

3. AMERICANS WITH DISABILITIES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

By submission of a bid, the BIDDER, certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

4. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has ☒ has not ☐ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to award of this contract, agreement, or purchase order.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

5. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

- (A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.
- (D) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives 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.
- (E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor.

- (F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.
- (I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

6. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

- (A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- (B) By the submission of a bid, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are

maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract, agreement, or purchase order.

(C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:

- i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;
- ii. Retain such certifications in its files; and
- iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the Equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

(D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

7. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Under the Copeland "Anti-Kickback" Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

8. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than \$150,000)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Visalia and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

- (A) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- (B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,

- iii. Any available counselling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- (C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
- i. Will receive a copy of the company's drug-free workplace policy statement, and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract, agreement, grant, or purchase order.
- (D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

10. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

- (A) The BIDDER/CONTRACTOR is not:
- i. Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - ii. A financial institution that extends for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- (B) The City has exempted the BIDDER/CONTRACTOR from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the contract, agreement, or purchase order.
- (C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed \$1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

11. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this is a public works project and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must: Register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids submitted by unregistered contractors or that list unregistered subcontractors will be rejected.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined

in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ☐ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- ☐ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- ☐ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodb.html>.
- ☐ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.
- ☐ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- ☐ In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;
 - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
 - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
 - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- ☐ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the

Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

- ☐ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:
 - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
 - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- ☐ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- ☐ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- ☐ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- ☐ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- ☐ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

- The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. *These labor code sections must be included within or as attachments to the contract.*
- The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.
- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

- ☐ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the BIDDER/CONTRACTOR to the certifications listed above. They acknowledge that they are fully aware that this certification, executed on the date below, in made under penalty of perjury under Federal and State of California laws.

BIDDER/CONTRACTOR FIRM NAME Anderson Striping & Construction, Inc.	FEDERAL ID NUMBER 68-0649225
BY (Authorized Signature) 	DATE EXECUTED 08/5/26
PRINTED NAME OF SIGNER Erick Anderson	TELEPHONE NUMBER (559) 897-2760
TITLE Director & Secretary	
BIDDER/CONTRACTOR FIRM'S MAILING ADDRESS PO Box 1014, Kingsburg, CA 93631	



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 25-26-54

RESURFACING OF TENNIS AND PICKLEBALL COURTS AT PLAZA PARK

ADDENDUM NO. 1

Issued: Wednesday, July 29, 2026

Bids Due: **THURSDAY, AUGUST 6, 2026 AT 2:00 PM**

Addendum is being issued to provide changes to the scope of work, responses to questions, and prevailing wage updates. This addendum becomes part of the RFB 25-26-54 document and must be signed and submitted with bid.

ITEM 1: CHANGES TO SCOPE OF WORK

1. Section IV. Scope of Work, Court Preparation shall be amended as follows:

Court Preparation – Hydroblasting Requirement

The existing court surface shall be prepared exclusively by means of a minimum 10,000 psi hydroblast pressure washing procedure. Hydroblasting shall thoroughly remove all dirt, dust, mud, oil, algae, loose materials, deteriorated coatings, and other foreign matter from the existing court surface. Areas exhibiting previous or active algae growth shall be treated with an appropriate algae-killing agent prior to resurfacing. Following treatment, affected areas shall be thoroughly rinsed to remove all residual contaminants.

All wastewater, debris, and removed materials generated by the hydroblast pressure washing operation shall be fully contained, collected, and properly disposed of off-site in accordance with applicable regulations.

The specified minimum 10,000 psi hydroblasting procedure is the only acceptable method for removal and preparation of the existing court surface for this project. Grinding, shot blasting, sandblasting, or any other mechanical or abrasive removal methods shall not be permitted or accepted as substitute preparation methods.

Hydroblasting has been specified as the required preparation method because it is the appropriate process for this acrylic court resurfacing project. When properly performed, hydroblasting effectively removes loose, deteriorated, delaminated, and poorly bonded materials while preserving the integrity of the existing concrete substrate and sound portions of the existing court surfacing system.

The intent of the preparation process is not to remove all existing surfacing materials down to bare concrete. The Contractor shall remove only those materials that are loose, peeling, delaminated, deteriorated, or otherwise unsuitable to receive the new Plexipave resurfacing system. Existing coatings and surfacing materials that remain firmly bonded, stable, and suitable for recoating shall remain in place and shall serve as the properly prepared substrate for application of the new resurfacing system.

2. Section IV. Scope of Work, Court Resurfacing, TI-COAT

The specification for TI-COAT is hereby removed in its entirety.

ITEM 2: QUESTIONS/RESPONSES

Q1: Per the RFB's License Requirements: No bid will be accepted from a Contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code and holds a valid Class C-32 Parking and Highway Improvement license. We have operated with an A Class CA License and have been building, rebuilding, hydro blasting, repairing, caulking, and applying tennis court (and pickleball) surfacing materials for over three decades throughout the state of CA. We kindly request consideration of the addition of Class A Contractor's License as an acceptable CA License Requirement for this project. Our A Class license permits us to build and rebuild tennis and pickleball courts and apply the coatings to new or existing asphalt and concrete and we are confused as to why this License is precluded for this project.

R1: We have reviewed the requested clarification regarding contractor licensing. Based on the project scope, a valid **California Class A (General Engineering)** contractor's license is also acceptable for this Project.

Q2: Please clarify whether a contractor with a California Class A General Engineering License and D-12 Synthetic Products License may perform the specified work in lieu of the C-32 license required by the contract documents.

R2: Yes. Based on the project scope, a valid California Class A (General Engineering) contractor's license is an acceptable alternative to the specified Class C-32 (Parking and Highway Improvement) license.

Accordingly, the License Requirements are revised to require a valid **Class A (General Engineering)** or **Class C-32 (Parking and Highway Improvement)** contractor's license. The D-12 Synthetic Products classification does not alter this requirement.

Q3: Clarification: The RFB mentions hydro blasting but does not specify removal of the coatings rather it is described as a cleaning process. The HydroBlasting process is for stripping of all of the existing coatings from the existing concrete. Would you mind confirming this process is a strip and a complete removal of the existing coating materials.

R3: The City does not require complete removal of the existing acrylic coating unless testing indicates widespread adhesion failure. The City confirms that the 10,000 psi minimum hydro blasting requirement specified in Section IV (Scope of Work) is intended to remove deteriorated, delaminated, or poorly bonded coatings and to prepare a clean, sound concrete substrate suitable for application of the new acrylic surfacing system.

The Contractor shall perform hydro blasting operations in a manner that prevents damage to the underlying concrete substrate. If substrate damage is encountered during hydro blasting, the Contractor shall immediately suspend work in the affected area and notify the City for further direction.

Q4: The project specifications indicate that the existing court coatings are to be removed by hydro blasting. Would the City consider mechanical grinding as an acceptable alternative method for removing the existing coatings, provided the finished surface meets all project requirements for the new coating system?

R4: No. Mechanical grinding will not be accepted as an alternative to the specified surface preparation method.

As stated in Item 1, **Court Preparation – Hydroblasting Requirement**, "The existing court surface shall be prepared exclusively by means of a minimum 10,000 psi hydroblast pressure washing procedure," and "the specified minimum 10,000 psi hydroblasting procedure is the only acceptable method for removal and preparation of the existing court surface for this project. Grinding, shot

blasting, sandblasting, or any other mechanical or abrasive removal methods shall not be permitted or accepted as substitute preparation methods.”

Hydroblasting is required because it is the appropriate preparation method for this acrylic court resurfacing project and is intended to remove only loose, peeling, delaminated, deteriorated, or otherwise unsuitable materials. **The intent is not to remove all existing surfacing materials down to bare concrete; existing coatings and surfacing materials that remain firmly bonded, stable, and suitable to receive the new Plexipave resurfacing system shall remain in place.**

Q5: Have the courts shown any signs of bubbling? If there has not been any bubbling, do we need to remove the coating?

R5: The City has not observed any bubbling of the existing court coatings.

Regardless of whether bubbling is present, the Contract Documents require preparation of the existing court surface using a minimum 10,000 psi hydroblasting procedure. Hydroblasting is required to remove loose, deteriorated, delaminated, poorly bonded, and otherwise unsound materials, as well as surface contaminants, to provide a clean, sound substrate suitable for application of the new acrylic surfacing system.

The intent of the specified surface preparation is **not to remove all existing surfacing** down to bare concrete. Existing coatings that remain firmly bonded, stable, and suitable to receive the new Plexipave resurfacing system shall remain in place.

Q6: Is blasting required on the entire courts?

R6: Yes. The specified 10,000 psi minimum hydro blasting is required on the entire court surface as identified in the Contract Documents.

The hydro blasting process is intended to remove surface contaminants, deteriorated or poorly bonded coating materials, and unsound surface material to provide a clean, sound substrate suitable for application of the new acrylic surfacing system. The prepared surface shall be subject to inspection and approval by the Project Manager prior to resurfacing.

Q7: RFB 25-26-54 Resurfacing of Tennis and Pickleball Courts at Plaza Park Page 5 describes the coating application process, specifically the Ti-Coat product by California Sports Surfaces. California Sports Surfaces produces an alternative concrete primer that is acrylic latex based. I have attached the TDS and SDS for CSS Concrete Bond and am requesting acceptance by Visalia of this product for this project.

R7: The City has reviewed the contractor's inquiry regarding the use of California Sports Surfaces' CSS Concrete Bond product as an alternative to Ti-Coat for the Resurfacing of Tennis and Pickleball Courts at Plaza Park (RFB 25-26-54).

Based on the project scope, the City has determined that Ti-Coat is not required for this project. The work consists of resurfacing the existing courts over the current coated surface, rather than applying a new coating system to previously uncoated concrete. Therefore, the concrete primer application referenced in the coating process is not applicable to the existing conditions of this project.

The CSS Concrete Bond or any alternative primer product is not required, as the project does not require the Ti-Coat product under the specified resurfacing conditions. (See Item 1, Changes to the Scope of Work of this addendum).

Q8: Please confirm whether or not the existing USTA Youth game lines (36-foot court lines and 60-foot court lines) are to be applied or not.

- R8: No USTA Youth game lines (36-foot court lines or 60-foot court lines) are to be applied. The existing court lines are to be reapplied upon completion of the resurfacing work.
- Q9: Please confirm that this bid is requesting a per linear foot rate to be supplied by each bidder for removing and replacing the caulking between the courts and around the perimeters of each court or battery of courts (tennis & pickleball).
- R9: Yes. The City is requesting that bidders provide a unit price per linear foot (LF) for the removal and replacement of expansion joint caulking between the courts and around the perimeters of each court or battery of courts (tennis and pickleball).

The work includes complete removal of existing caulking, joint cleaning and preparation, installation of approved backing rod, and application of new expansion joint filler (Sikaflex-1c SL or approved equal).

Bidders shall provide a per LF rate in the Bid Form under Bid Schedule 'A' (Item 3) for tennis courts and Bid Schedule 'B' (Item 3) for pickleball courts. The bid forms include a quantity of 1 LF for evaluation purposes only, with the unit price establishing the rate for any required expansion joint work.

The final quantity of joint replacement will be determined after the 10,000 psi hydroblasting and court preparation are complete, allowing the expansion joints to be properly inspected. Once the required linear footage is confirmed by the City and Contractor, the work will be incorporated through a Change Order at the submitted unit price.

For reference, the anticipated footage shown in Section IV is approximately 1,694 LF of internal tennis court joints and 725 LF of pickleball court joints, including perimeter joints; however, the actual quantity will be determined following surface preparation and inspection.

- Q10: Please confirm that if, during the work portion of the contract, the awarded contractor will have the ability for the lights to be turned on for working at night if the air and surface temperatures exceed those of the products manufacturers.
- R10: Yes. The City recognizes that proper ambient and surface temperatures are critical to the successful application and curing of the acrylic surfacing system. Per Section IV (Scope of Work), Plexipave products (or approved equals) must be applied when the ambient temperature is 50 degrees Fahrenheit and rising, but not exceeding 140 degrees Fahrenheit.

The City confirms that the awarded Contractor may request approval to perform night work when ambient or surface temperatures exceed the manufacturer's specified application limits or otherwise create conditions that may compromise the quality of the installation. Any request for work outside the standard permitted hours must be submitted in writing and approved in advance by the City Project Manager.

For approved night operations, the City will provide the Contractor access to the existing Plaza Park court lighting at no additional cost. The Contractor shall coordinate lighting controls and site access with the Project Manager and remains responsible for compliance with all applicable prevailing wage requirements, including any shift differentials, as well as required safety measures, public notifications, and local noise ordinances.

- Q11: The required delivery of the bids is that they are to be hand delivered. Can this be a courier service such as FEDEX or UPS?
- R11: Yes, the bid packet can be sent via a courier service such as FEDEX or UPS. **It must be received by the deadline.**

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended as there could be a delay in receiving the bids by the deadline. The City will not accept a postmark as evidence of delivery.

Q12: Is there a location for storage/staging?

R12: The City confirms that the enclosed tennis court and pickleball court facilities may be used by the awarded Contractor for material storage and equipment staging during the project. The Contractor shall be responsible for securing the work area, preventing public access, and protecting the surfacing system during installation and curing.

The Contractor shall provide any additional barricades, temporary fencing, or safety measures required in accordance with Section X (Special Conditions), and shall ensure all stored materials are properly handled and maintained. Upon completion of the work, the Contractor shall remove all equipment and debris and restore the staging area as part of the final site cleanup.

Q13: Will the contractor need to remove the chain link fences within the courts?

R13: No. The City confirms that removal of the existing chain link fencing, including perimeter and interior fencing, is not required as part of this project. The Contractor shall perform surface preparation and apply the new surfacing system around the existing fence posts and structures. The existing fencing shall remain in place to allow the Contractor to secure the site and protect the surfacing system during application and curing.

Q14: Will the contractor need to remove the posts and netting?

R14: The Contractor is responsible for the temporary removal, storage, and reinstallation of any items that obstruct the resurfacing work, including nets, anchor straps, and other necessary components to achieve a complete installation. The Contractor shall protect all existing structures during construction, including during the 10,000 psi hydro blasting process, and ensure the surfacing system is applied neatly along fence lines and around existing posts.

Q15: Would the contractor install the same nets or are new ones required?

R15: The City confirms that the Contractor is responsible for the temporary removal, safe storage, and reinstallation of the existing nets and anchor straps, if required to complete the resurfacing work. No requirement exists for the Contractor to furnish or install new nets. The Contractor's responsibility is limited to the proper handling and restoration of existing equipment to deliver a functionally complete project.

Q16: Is caulking part of the job for the expansion joint work?

R16: Yes, the City confirms that the final quantity of expansion joint replacement, including any required joint sealing or related work, will be determined following the 10,000 psi hydroblasting and court preparation activities. This will allow the expansion joints to be properly inspected and the required linear footage confirmed.

Once the quantity is verified by the City and Contractor, the work will be incorporated through a Change Order at the submitted unit price.

Q17: Do you want to replace the caulking underneath the fence?

R17: Yes, if the expansion joint is deteriorated or has failed. The City's requirement for expansion joint replacement applies to all joints within the project area, including those located directly underneath or immediately adjacent to the perimeter and interior fencing.

Q18: Is the contractor redoing the shadow lines or will it remain as standard?

R18: The City confirms that all court striping shall remain standard and be performed in accordance with the specifications in Section IV (Scope of Work). There is no requirement for shadow lines (dark contrasting borders) in this project.

Q19: What is the estimated budget for this project?

R19: \$162,500.00

Q20: Is there water available?

R20: Yes. The Contractor may submit a request to the City Project Manager or their designee for consideration.

Q21: What is the estimated start date?

R21: The City of Visalia currently anticipates a tentative contract award in September 2026. The construction start date will be established upon issuance of the formal Notice to Proceed (NTP).

Q22: Can the parking lot north of the tennis courts be blocked off during the project for contractor's use?

R22: No. The parking lot north of the tennis courts shall remain open to the public and may not be used exclusively for contractor staging or storage. If temporary use of a limited portion of the parking lot is required for mobilization, material deliveries, or specialized equipment that cannot be accommodated within the fenced work area, the Contractor must obtain prior authorization from the City Project Manager or their designee.

Use of the parking stalls immediately north of the tennis courts does not require an encroachment permit, provided the Contractor does not occupy on-street parking, perform work within the street, or encroach into the public right-of-way. Any approved temporary use of the parking lot shall include appropriate barricades, signage, and public safety measures. Upon completion of the work, the Contractor shall restore all affected parking and landscape areas in accordance with the Contract Documents.

Q23: We are requesting the city add an A license to the license requirements for this project.

R23: We have reviewed the requested clarification regarding contractor licensing. Based on the project scope, a valid **California Class A (General Engineering)** contractor's license is also acceptable for this Project.

Q24: Is hydro blasting the only acceptable method to remove the paint. We are requesting grinding to be added as an alternative.

R24: Yes, the specified 10,000 psi hydroblasting procedure is the only acceptable method for removal and preparation of the existing court surface for this project. Grinding, shot blasting, sandblasting, or other mechanical removal methods will not be accepted as alternatives.

Hydroblasting has been specified because it is the appropriate surface preparation method for this acrylic court resurfacing project. It effectively removes loose, deteriorated, and poorly bonded materials while preserving the integrity of the existing concrete substrate and sound portions of the existing court surfacing system.

The intent is **not to remove all existing surfacing down to bare concrete**. The Contractor shall remove only loose, delaminated, peeling, and otherwise unsound materials, leaving existing coatings that remain firmly bonded and suitable to receive the new Plexipave resurfacing system.

- Q25: The project specifications require the existing surface material to be removed using a minimum **10,000 PSI hydroblast pressure-washing procedure**. Please confirm whether the City will allow the existing court surface to be removed and prepared using an alternative method, such as:
- Mechanical grinding
 - Sandblasting
 - Shot blasting
 - A combination of mechanical removal and pressure washing

These methods may provide a more practical and cost-effective way to remove the existing coating and prepare the concrete surface for the new acrylic resurfacing system.

Please also clarify whether the intent is to remove **all existing coating down to bare concrete**, or only remove loose, deteriorated, or poorly bonded material.

If an alternative removal method is approved, please provide any required surface-profile, dust-control, cleanup, or inspection requirements.

- R25: The specified 10,000 psi hydroblasting procedure shall remain the required method for preparation of the existing court surface. No alternative surface removal methods, including but not limited to mechanical grinding, sandblasting, shot blasting, or other mechanical removal methods, will be permitted.

The intent of the hydroblasting operation is **not to remove all existing acrylic surfacing down to bare concrete**. Hydroblasting shall be performed to remove loose, delaminated, deteriorated, and otherwise unsound coating materials while preserving existing coatings that remain sound, properly bonded, and suitable to receive the new Plexipave resurfacing system.

Following hydroblasting, the Contractor shall complete all required crack repairs and surface repairs. The prepared surface shall be clean, sound, and free of loose material, dust, debris, and contaminants prior to application of the Plexipave Acrylic Resurfacer and color coating system.

ITEM 3: PREVAILING WAGES

Prevailing wages were checked on Monday, July 27, 2026. See Attachment 1 for updates to the prevailing wage rates that were issued with this RFB.

ITEM 4: ADDITIONAL INFORMATION

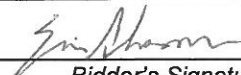
Attached is a copy of the mandatory pre-bid meetings sign-in sheets (See Attachment 2).

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: Anderson Striping & Construction Inc. Date: 8/5/26

By: 
Bidder's Signature

Attachment 1: Updated Wages
Attachment 2: Pre-Bid Meetings Sign-In Sheets