



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

PROJECT:
**RESURFACING OF TENNIS AND PICKLEBALL COURTS
AT PLAZA PARK**

BID SUBMITTAL DEADLINE: 2:00 P.M. ON THURSDAY, AUGUST 6, 2026

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

This is a Public Works Project, subject to registration with the Department of Industrial Relations (DIR), Payment of State Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City's Labor Compliance Manual (attached).

Advertisement Dates: 07/03/26
07/08/26

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ADDITIONAL ATTACHMENTS (Attached Separately)

1. Tennis and Pickleball Courts Aerial Map
2. Plexipave Installation Guide
3. State Prevailing Wage Designations
4. City of Visalia Labor Compliance Manual

SECTION 1

I. DEFINITIONS

For the purposes of this RFB NO. 25-26-54 the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. RFB" means Request for Bid No. 25-26-54.

II. PROJECT INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids from qualified contractors for the Plaza Park Tennis and Pickleball Courts Resurfacing Project at 700 S. Plaza Drive, Visalia, CA. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Mandatory Pre-Bid Meetings. Bidder is required to attend at least one of the Mandatory Pre-Bid meetings in order to be eligible to submit a bid. The meetings will be held at the jobsite: Plaza Park Tennis and Pickleball Courts, 700 S. Plaza Drive, Visalia, CA, as follows:

Tuesday, July 21, 2026 at 8:00am, and
Wednesday, July 22, 2026 at 8:00am



Specifications and Bid Documents: Specifications and bid documents may be obtained free of charge at the Purchasing Division, 707 W. Acequia Street, Visalia, California, or by calling (559) 713-4334, or emailing your

request to purchasing@visalia.gov. The documents will be emailed to the requestor. If documents exceed email capacity, a share file link will be provided to the requestor so that the documents can be downloaded by the requestor.

Contract Dates: Tentative date of award: September 2026. Contractor must be able to begin the work as described within this bid upon receipt of the City's Notice to Proceed, issued in writing by the Purchasing Department.

Time of Completion Deadline: The entire project must be completed within thirty (30) calendar days from the effective date of the Notice to Proceed. The Notice to Proceed will be issued in writing by the Purchasing Department.

Budget Estimate for this project is approximately \$162,500.

Prevailing Wages: Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to (State) prevailing wages as specified in this document and attachments. Ten (10) days before the closing date of the bid, the project manager will review the prevailing wage rates enclosed with this bid for updates. If changes are made, these will be included as an addendum to this bid request.

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**.

Use of Subcontractors: Your proposal may include subcontractors and you should clearly delineate the responsibilities of each of those participants within your proposal. However, the City will recognize the party legally signing the Bid Proposal as prime contractor and contacting party, who, as such, will assume ultimate responsibility for ensuring compliance with the specifications, terms and conditions of the Invitation to Bid.

Required Bonds: The Bidder(s) awarded contract(s) pursuant to this RFB will be required to provide to the City of Visalia: a "Payment Bond" and a "Performance Bond" each in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award". According to City standard the surety company must be either a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

Contractor shall provide a One year "Maintenance Bond" in the amount of 50% of the contract amount. Maintenance Bond shall be submitted to the Project Manager prior to final payment request. Maintenance period shall begin at project completion date and remain in effect for one year.

III. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:

From: Bidder's Name
Bidder's Mailing Address

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

In lower left-hand corner of envelope, mark bid as follows:

PROJECT: RFB 25-26-54, Resurfacing of Tennis & Pickleball Courts at Plaza Park
BID SUBMITTAL DEADLINE: 2:00 P.M. on Thursday, August 6, 2026

4. Submit the entire Section 2 (Bidding and Contract Documents). This section includes bid form, affidavits, required statements, and any other documents that are required to submit a bid. City may not consider Bids which are not accompanied by the required completed forms. In addition, a security deposit of no less than 10% of the Bid amount is required to guarantee the Bid. City will not consider Bids which are not accompanied by the required security. Security may be made by certified check, cashier's check, or Bidder's bond. Forfeiture of Bid security shall be governed by California Contract Code Section 20172-20174.

5. Bids/RFP's must be received prior to the date and time stated. Bids received after the Bid Deadline will be rejected. Bids may be shipped via Fed Ex or UPS or may be hand-delivered during normal business hours.

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. **Office Hours are 7:30am – 5:00pm Monday through Thursday.** We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

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 bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are Closed. The Night Drop Box is checked prior to the bid deadline.



6. Inquiries: Instructions to Bidders, Specifications and Bid Forms may be obtained by visiting our web site at visalia.gov/purchasing or by calling (559) 713-4334. To prevent misinterpretations, the Purchasing Division would prefer that all questions regarding this RFB be sent by email to: purchasing@visalia.gov.

Deadline for submitting questions regarding this project is Monday, July 27, 2026 at 4:00 p.m..

IV. SCOPE OF WORK/PROJECT SPECIFICATIONS

The successful contractor shall provide all labor, equipment, tools, and materials necessary to complete the tennis and pickleball courts resurfacing project as described in this RFB. The work will consist of:

Court Preparation

The surface material shall be removed using a 10,000 psi minimum hydro blast pressure wash procedure. The hydro blast shall thoroughly remove all dirt, dust, mud, oil, and any other foreign matter on the existing surface. Any areas previously showing algae shall be treated to kill the organism. These areas shall then be properly rinsed. All debris from the hydro blast pressure wash shall be contained, collected, and disposed of off-site.

Expansion Joints

Contractor shall review the existing expansion joints and recommend to the City if the expansion joints, or portion thereof, need to be re-done.

The City recognizes that one or more expansion joints, or portion thereof, may need to be re-done, but the quantity is unknown until the surface is cleaned. The Contractor shall assess the areas and make a recommendation to the City on the number of expansion joints that need to be replaced (if any). For bidding purposes the City has included a line item for the replacement of one linear foot of an expansion joint for the Tennis Courts Resurfacing Project (Schedule A) and one linear foot of an expansion joint for Pickleball Courts Resurfacing Project (Schedule B).

If it is determined by the Contractor and the City that additional expansion joint work needs to be re-done prior to resurfacing the courts, the additional expansion joint work shall be added to the contract work by a change order at the unit cost stated in Contractor's bid.

If the City opts to include the expansion joints, or portion thereof, in the scope of the project, the Contractor shall proceed as follows.

Existing caulking shall be removed at expansion joints marked for replacement. Joints and adjacent substrate must be clean, dry, and free of surface contaminants. All traces of the sealant and foreign particles are to be removed by mechanical means. Blow joint free of dust using a compressed air line equipped with an oil trap. Install approved backing rod to set the depth of the new sealant at a maximum of ½" measured at the center point of the joint width. Joints shall be masked to prevent application on unwanted areas. Masking tape shall be removed before the initial cure of the sealant. Do not apply masking tape until just prior to the sealant application. Pour or extrude the expansion joint filler into the prepared joint in one direction and allow it to flow and level as necessary. Avoid overlapping sealant to eliminate entrapment of air. The expansion joint filler shall be Sikaflex-1c SL or approved equal.

Court Resurfacing

The surface on which the acrylic surfacing system is to be applied shall consist of concrete of adequate thickness and structural stability. The acrylic surfacing system shall include one filler coat and two acrylic color finish coats, with a "Medium" pace designation. The Contractor shall submit all material receipts for Plexipave products prior to installation.

PREPARATION/ PATCHING:

Once all dirt, dust, mud, oil, and any other foreign matter have been removed from the existing surface in the Court Preparation process, flood the court to locate all depressions greater than 2 millimeters. Cracks or other irregularities also need to be detected.

Acrylic resurfacer (Plexipave system material or approved equal) shall be applied on the concrete base per manufacturer specifications to prepare the base for the acrylic surface system.

All detected depressions, cracks, and irregularities need to be fixed per Plexipave specifications. Apply a tack coat on all depressed areas. The tack coat mix shall consist of 1 part high-strength acrylic latex bonding liquid to 2 parts water. The high-strength acrylic latex bonding liquid shall be Plexipave Court Patch Binder, or an approved equal. The tack coat shall be thoroughly dry before applying a patching compound on depressions and/or cracks.

The located depressions, cracks, and irregularities shall be filled with a patching compound. The patching compound mix shall be composed of Plexipave Court Patch Binder liquid, silica sand, and Portland cement. The compound mix design shall be per the manufacturer's specifications:

Thin Patches 1/4" or Less

- 100 lbs. 80-100 mesh silica sand (dry)

- 3 gal of high-strength acrylic latex bonding liquid (Court Patch Binder)
- 1-2 gal of Portland cement, Type 1 (20 lbs. min)

Thick Patches 1/4" or Greater

- 100 lbs. 60-80 mesh silica sand (dry)
- 3 gal of high-strength acrylic latex bonding liquid (Court Patch Binder)
- 1-2 gal of Portland cement, Type 1 (20 lbs. min)

This compound may be used to patch depression of up to 3/4" in depth. Depressions and irregularities shall be filled and leveled with a steel trowel and/or metal screed. Cracks greater than 1/4" shall be filled and leveled with a square hand-trowel or broad knife by forcing patching compound mix into the cracks. Edges may be feathered using a hand trowel and a damp cloth to form a smooth transition from patch to the original surface. After patching, the base shall not vary more than 1/8" in ten feet in any direction. The patching compound shall cure for 24 hours before applying a filler coat or acrylic color finish.

TI-COAT (if required)

The existing surface shall be cleaned and prepared as required by the manufacturer, including sanding or hydroblasting as needed. If required due to surface conditions, an acrylic TI-Coat (or approved equal acrylic conditioning coat) shall be applied in accordance with manufacturer's specifications prior to installation of the filler coat component of the acrylic surfacing system.

ACRYLIC RESURFACER

While the Ti-Coat is still tacky to fingertip touch, apply a filler coat that reduces surface porosity in the concrete base, per manufacturer specifications. A full coat shall be applied over the entire area to be resurfaced. The filler coat shall consist of a mix of acrylic latex binder and silica sand. The acrylic latex binder shall be asbestos-free, Plexipave Acrylic Resurfacer, or approved equal. The filler coat design mix shall be per manufacturer specifications:

- Acrylic latex binder: 55 gallons
- Water: 20-40 gallons
- Sand (60-80 mesh): 600-900 pounds
- Liquid Yield: 112-138 gallons

The filler coat shall cover 15-20 square yards per gallon, and shall only be applied when the ambient temperature is 50 degrees Fahrenheit and rising, but no greater than 140 degrees Fahrenheit. Do not apply when rain is imminent or over tar emulsion sealers. The filler coat shall be applied with a 70 durometer flexible rubber squeegee or an approved equal. Allow the filler coat to dry thoroughly and scrape off ridges and rough spots prior to application of the acrylic color finish (Fortified Plexipave).

FORTIFIED PLEXIPAVE

After application of the filler coat, apply the acrylic color finish over the entire area to be resurfaced in accordance with the manufacturer's specifications. The acrylic color finish shall be Plexipave system color finish coats, or approved equal.

The concrete base shall be free of all dust and dirt before the application of the acrylic finish. Edges, curbing, landscaping, or other areas that are not to be coated shall be adequately masked with tape or protected otherwise. The Contractor shall provide adequate barriers to protect the coating during drying and curing periods. Material shall be delivered sealed to the site and mixed at the job site. The material shall be mixed 1 part acrylic finish to 4 parts water, or as specified by the manufacturer's specifications.

The first coat shall cover 10-15 square yards per gallon of acrylic finish (undiluted), and the second coat shall cover 15-20 square yards per gallon (undiluted). The second coat shall be applied as soon as the first coat application has dried. The acrylic finish shall be applied with a 24" or 36" 50 durometer flexible rubber squeegee, or approved equal. The acrylic finish shall be applied when the ambient temperature is 50 degrees Fahrenheit and rising, but no more

than 140 degrees Fahrenheit. Do not apply acrylic finish when rain or high humidity is expected. Do not let acrylic finish freeze or be stored in the sun.

Allow 24 hours after application of the last acrylic surface system for proper curing before use. Any deviation from these specifications shall be approved by the Project Manager.

Court Striping

Contractor is to verify the layout dimensions with the City prior to striping. All striping shall be white in color and be 2 inches in width. The area to be striped shall be adequately sealed to ensure a crisp line.

The paint shall be 100% acrylic emulsion type containing no alkyds, butadiene styrene, or vinyls. The paint shall be highly reflective and non-glaring. For white color, the opaque portions of the pigment shall be rutile titanium dioxide, and the vehicle shall consist of 100% acrylic polymer dispersed in water together with the minimum amounts of necessary additives, such as pigment dispersants, anti-foaming agents, and preservatives; but no driers shall be used.

The white paint shall meet a minimum requirement of total solids (percent by weight of paint) of 51.5% and maximum pigment content (percent by weight of paint) of 36%. The white paint shall contain not less than three pounds per gallon of treated rutile titanium dioxide. A minimum fineness of grinds of 4 and a viscosity (Krebs Units) of 80 minimum and 95 maximum is required. The paint shall brush easily and have good flow. Leveling and spreading characteristics shall be suitable for application by spray or roller. Paint shall not cause lifting, crazing, peeling, or other damage of the base.

Tennis Court Dimensions

- Dimensions: 121 ft wide × 363 ft long
- Total Area: 43,923 sq ft
- Expansion Joints:
 - Three joints running east to west (363 ft each)
 - Five joints running north to south (121 ft each)

Pickleball Court Dimensions

- Dimensions: 121 ft wide × 121 ft long
- Total Area: 14,641 sq ft
- Expansion Joints:
 - Two joints running north to south (121 ft each)
 - One continuous perimeter expansion joint totaling 483 ft

Work Hours

Work hours for this project are permitted to be from 7:00 a.m. to 3:30 p.m. Monday – Friday.

Temporary Removal of Items

If items need to be temporarily removed to resurface the courts, such as nets and anchor straps, Contractor shall remove the items and safely store them. Items temporarily removed shall be reinstalled.

Material Submittals

Contractor shall submit material receipts to the City prior to installation. Contractor shall refrain from applying any material until the material receipts have been reviewed and accepted by the City. Plexipave material, such as Fortified Plexipave, shall remain sealed until opened on-site in the presence of a City representative.

Inspection Requirements

The contractor is responsible for contacting the Project Manager to schedule inspections for work requiring inspection. Contractor shall call a minimum of 24 hours prior to performing the work to be inspected. The following is a list of work items that require inspection.

- A. **10,000 psi Hydro Blast** – Contractor shall call for inspection prior to starting the 10,000 psi hydro blast procedure that will clean the surface and remove loose or unsound material. The inspector will inspect the initiation of the 10,000 psi hydro blast to ensure that the hydro blast process is being conducted in a manner that does not damage the concrete base. After the inspector is comfortable with the initial hydro blast procedure, the Contractor may continue to hydro blast the courts as needed, without continuous inspection. The Contractor needs to call for inspection once the entire court has been fully hydro blasted and prepared according to specifications for inspection.

If the Contractor notices any damage to the concrete base, the Contractor is to stop work and notify the City before continuing work. The City will give further direction on how to proceed if this occurs.

- B. **Expansion Joints** – Contractor shall call for inspection at the start of expansion joints for verification of material and correct procedure.
- C. **Flooding & Court Patching**– Contractor shall call for inspection when flooding the courts to detect any bird baths or cracks on the concrete base. Any bird baths or cracks shall be patched as stated in the specifications. The inspector shall inspect patches before proceeding to the next step.
- D. **Concrete Preparer** – Contractor shall call for inspection prior to applying the Concrete Preparer for verification of material and quantity applied.
- E. **TI Coat** – Contractor shall call for inspection prior to applying the TI Coat (if required) for verification of material and quantity applied.

The need for a TI Coat shall be determined based on the condition of the existing surface after preparation (including hydroblasting) and in accordance with the manufacturer's recommendations. A TI Coat may be used where the surface is aged, porous, oxidized, or otherwise requires improved adhesion.

If the existing surface is sound, well bonded, and properly prepared through hydroblasting and required repairs, the TI Coat may be omitted. Hydroblasting at 10,000 psi does not, by itself, require a TI Coat; necessity shall be based on post-preparation surface condition.

- F. **Acrylic Resurfacer** – Contractor shall call for inspection prior to applying the Acrylic Resurfacer for verification of material and quantity applied. The inspector shall check that the TI Coat is dry but still tacky to the touch when the Acrylic Resurfacer is applied.

- G. **Fortified Plexipave** – Contractor shall call for inspection prior to applying the Fortified Plexipave color coats for verification of material and quantity applied. The inspector shall check that Acrylic Resurfacer is dry before application of color coats.
- H. **Playing Lines** – Following completion and curing of the Plexipave surfacing system, the Contractor shall lay out the required playing lines in accordance with the Contract Documents and applicable sport governing standards. Prior to application of line paint, the Contractor shall chalk the playing lines and request an inspection. The City shall verify the layout and dimensions of the playing lines before the Contractor proceeds with painting.
- I. **Final Inspection** – Contractor shall call for final inspection when the Project is considered complete. A punchlist will be provided for any items that need correction.

Contractor's Affidavit

At conclusion of the work, Awarded Contractor shall provide the City of Visalia Project Manager with a signed Contractor's affidavit that labor codes were followed, and prevailing wage rates were paid. The affidavit must be submitted to the City Project Manager prior to final payment. A sample Contractor's Affidavit is included with this RFB.

City's Labor Compliance Manual

Awarded Contractor shall follow the requirements of the City of Visalia Labor Compliance Manual (which is made a part of this RFB and contract).

V. PRE-BID MEEINGS

1. **Mandatory Pre-Bid Meetings.** Mandatory Pre-Bid meetings will be held at the jobsite- Plaza Park Tennis and Pickleball Courts, 700 S. Plaza Drive, Visalia, CA as follows:

Tuesday, July 21, 2026 at 8:00am, and
Wednesday, July 22, 2026 at 8:00am

Bidder is required to attend at least one of the Mandatory Pre-Bid meetings in order to be eligible to submit a bid. Information on the project will be available during the meetings and time is designated for Contractors to ask questions about the work/contract. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

VI. BID OPENING AND CONFIDENTIALITY

1. **Bid Opening.** Bids shall be opened publicly in the presence of attendees, if any, on Thursday, August 6, 2026 at 2:00 P.M. at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be read aloud and summarized on a Bid Summary sheet. The bid summary sheet is open to public inspection at the Bid opening and after the City has made an Intent to Award decision. Other Bid information will not be available for public review during the evaluation phase.
2. **Bid Confidentiality.** The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act (“PRA”) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act (“FOIA”) contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder’s submission which the Bidder believe qualifies for exemption from public disclosure as “Proprietary” or “Confidential” must be identified as such at the time of first submission of Bidder’s Bid to this RFB. Any failure to identify information contained in a Bidder’s Bid to this RFB as “Proprietary” or “Confidential” shall constitute a waiver of Bidder’s right to object to the release of such information upon request under either Act.

VII. AWARD

1. Most Responsive, Responsible Bidder. A contract shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the lowest bidder whose bid is deemed both responsive and responsible and meets the criteria and specifications set forth in this RFB. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.
2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

VIII. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and
2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.
3. The City’s Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.
4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City’s “Purchasing and Contract Procedures” which is available through City’s Purchasing Division.

IX. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with

the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. Post Award/Pre-Construction Meeting. Subsequent to the award of contract, the Contractor or Construction Superintendent; as well as all identified subcontractors shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting. Additionally, this conference will be the forum to notify Contractors and subcontractors about labor standards compliance. At that time, Contractor shall furnish a schedule showing the tentative starting and completion dates. Contractor is responsible to arrange this meeting.

City Project Manager: Ivan Nicar

Department: Parks & Urban Forestry

3. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
4. Insurance. Contractor shall obtain and maintain the minimum insurance coverage as outlined in the Sample Contract Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work on the project.
5. Required Bonds: The Bidder(s) awarded contract(s) pursuant to this RFB will be required to provide to the City of Visalia: a "Payment Bond" and a "Performance Bond" each in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award". According to City standard the surety company must be either a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

Contractor shall provide a One year "Maintenance Bond" in the amount of 50% of the contract amount. Maintenance Bond shall be submitted to the Project Manager prior to final payment request. Maintenance period shall begin at project completion date and remain in effect for one year."

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

X. SPECIAL CONDITIONS

1. Complete Project. The successful Bidder shall be responsible for providing all materials, taxes, labor, tools, equipment and services necessary to fulfill the requirements of this RFB. It is the intent of this RFB and related agreement to describe a functionally complete project.
2. Payment for Extra Work.
The markups listed in this section shall be used for all lump sum, fixed fee, force account, or similar type change orders where bid unit prices do not apply.

The City may order extra work or make changes by altering, adding to, or deducting from the Work via Change Order. Additionally, new and unforeseen work will be classified as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

All Change Order work shall be performed under the same terms and conditions of the original description of the Work, except for any extension of completion times necessitated by said Change Order(s). Certified payrolls shall be submitted with each billing for extra work.

The value of any additional work ordered by the City shall be determined as follows:

- A. By unit prices in the Construction Services Agreement or the Contract; or
- B. By estimate and acceptance in a lump sum; or
- C. By a fixed fee; or
- D. By force account.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or Contractor shall be paid on force account. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss to life and/or property. The Contractor shall immediately notify the Engineer of any work performed under this provision. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be reviewed and determined as provided in this section.

A. Materials: Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City reserves the right to furnish such materials required as it deems expedient and the Contractor shall have no claim for profit or other overhead on the cost of such materials. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

- a. **Fifteen percent (15%) markup is added**
- b. Supplier discounts are subtracted whether the Contractor took them or not
- c. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
- d. If the Contractor procured the materials from a source the Contractor wholly or partially owns, the determined cost is based on the lower of the:
 - i. Price paid by the purchaser for similar materials from that source on Contract items
 - ii. Current wholesale price for those materials
- e. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - i. During that period
 - ii. In the quantities used

B. Equipment: For all equipment that is necessary, the Contractor shall receive the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus **fifteen percent (15%)**. The current State Labor Surcharge and Equipment Rental rates book shall be used to resolve any equipment rental rate disagreements.

- a. Equipment rental rates includes the cost of:
 - i. Fuel, Oil, Lubrication, Supplies, Small tools, necessary attachments, repairs and maintenance, depreciation, storage, insurance, and other incidentals.
 - ii. The City does not pay for small tools consumed by use. This is considered included in the markup rate.
- b. If the work is being done by Force Account, the City will only pay for the hours the equipment is operating on the Extra Work item.
- c. The Engineer shall direct the Contractor to use the equipment factors listed in the current State Labor Surcharge and Equipment Rental Rates book to determine the compensation amount as the Engineer deems appropriate.

- C. Labor: For all labor that is necessary, the Contractor shall receive the actual amount paid for labor including benefits (health and welfare, pension, vacation, training, other state and federally recognized fringe benefit payments) as shown on certified payrolls or the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and the Contractor, whichever is less, plus **thirty percent (30%)**. The 30% markup consists of payment for all costs of bonds, insurance, overhead and profit for the work, described further as follows:
- a. The City does not allow a labor surcharge markup so this 30% markup includes compensation for the following: worker's compensation insurance, social security, Medicare, Federal unemployment insurance, State unemployment insurance, State training taxes, and other similar items.
 - b. The 30% markup also consists of payment for all overhead costs related to labor but not designated as costs of the labor used in the direct performance of the work, including:
 - i. Home office overhead
 - ii. Field office overhead
 - iii. Bond costs
 - iv. Profit
 - v. Labor liability insurance
 - vi. Other fixed or administrative costs that are not costs of the labor used in the direct performance of the work.
 - c. The City does not pay for labor travelling to or from the jobsite.
- D. For all extra work performed by a first-tier subcontractor, the Contractor shall receive actual cost of the work plus **ten percent (10%)**. For all extra work performed by second-tier subcontractor, the first-tier subcontractor shall receive the actual cost of the second-tier subcontractor work plus **five percent (5%)**. The total maximum markup between the Contractor and all lower tier subcontractors shall not exceed **twenty percent (20%)** regardless of how many lower tier subcontractors are included in the change order. These markups consist of payment for the cost of bonds, insurance, overhead and profit for the work. Likewise, for subcontracted work deleted from the contract, the Contractor shall provide an additional ten percent (10%) percent or five percent (5%) percent credit respectively for all materials, labor, and equipment. This shall not apply to the reduction of unit priced bid item quantities specifically identified in the contract Bid Schedule.
- E. For work deleted from the contract, the Contractor shall provide an additional **fifteen percent (15%)** credit on all materials, labor, and equipment. This shall not apply to the reduction of unit priced bid item quantities specifically identified in the contract Bid Schedule.

Markups on any subcontractor change order or extra work shall not exceed the markups in this section.

All extra work and/or force account work shall be documented daily upon report sheets prepared and furnished by the Contractor, and signed by the Contractor and the Engineer, which daily reports shall thereafter be considered the true record of extra work or force account work done. The Contractor shall be responsible for providing full labor, equipment, and materials breakdowns for approval on all change orders and extra work.

Daily reports shall be submitted no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces. Unless otherwise permitted by the Engineer, no payment will be made for extra work if it has not been reported within the time and in the manner specified.

The Contract Price, or the amount due the Contractor will only be reduced/increased after the Change Order has been reviewed and authorized by the **City of Visalia Change Order Committee**. Contractor shall provide all supporting documentation needed for a complete change order request package.

3. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.
4. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.
5. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.
6. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
7. Project Site/Existing Utilities and Structures.
 - (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.
 - (2) USA Notification. Contractor shall notify underground service alert ("USA") of times and locations of proposed excavations.
 - i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
 - ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
 - iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.
8. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.
9. Labor
 - (1) Workmanship. Workmanship shall be equal to the best general practice of modern-day court resurfacing and striping practice.
 - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.
10. Control of Materials:
 - (1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.
 - (2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.

- (3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

11. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.
12. Materials and Shop Drawing Submittals. If applicable, Contractor shall submit to Project Manager for approval, two (2) copies of the materials list and detailed dimensional shop drawings covering all Contractor-furnished items of equipment. Prior approval by Project Manager is required. Such approval shall not relieve the Contractor from the responsibility of deviation from the Contract unless Contractor has, in writing, called to the attention of the Project Manager such deviations.
13. Legal Responsibilities. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws and ensure against discrimination.

XI. GENERAL CONDITIONS

1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

2. EXECUTIVE ORDER N-6-22 – Russia Sanctions - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.
3. Post-Closing Date Corrections are prohibited.
4. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.
5. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
6. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.

7. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.
8. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
9. All Bids are the property of the City after submission.
10. City is not responsible for Bid errors and omissions.
11. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
12. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.
13. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.
14. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call (559)713-4326 for more information.
15. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
16. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
17. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.
18. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
19. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.
20. All California agencies may purchase off the bid submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.
21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.
22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form. Contractor may be required to submit Proposals on alternate items. The City reserves the right to award the contract based on the lowest combination or combinations of bid items and alternate bid items.
24. No mention shall be made in the bid of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.
25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

SECTION 2

BIDDING AND CONTRACT DOCUMENTS

Note: This entire section must be submitted with bid

BID FORM RFB NO. 25-26-54
Project: Resurfacing of Tennis and Pickleball Courts at Plaza Park

NAME OF BIDDING AGENCY: _____

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-54 dated: _____, 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: _____

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					
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE (\$)	TOTAL (\$)
1	Mobilization & Demobilization	1	LS		
2	Court Resurfacing & Striping	49,923	SF		
3	Expansion Joint	1	LF		
BID SCHEDULE 'A' TOTAL (\$) = _____					

Bid Schedule 'B' – Pickleball Courts Resurfacing Project as described in RFB 25-26-54					
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE (\$)	TOTAL (\$)
1	Mobilization & Demobilization	1	LS		
2	Court Resurfacing & Striping	14,641	SF		
3	Expansion Joint	1	LF		
BID SCHEDULE 'B' TOTAL (\$) = _____					

TOTAL BID AMOUNT (Bid Schedule 'A' Total + Bid Schedule 'B')		\$ _____
--	--	-----------------

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: _____

State Contractor's License #: _____ **Class:** _____ **Exp. Date:** _____

State DIR Registration # _____

Federal Tax I.D. # _____

City of Visalia Business Tax Certificate # _____

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: _____ Contact Person: _____

Agency Address: _____ Phone #: _____

Project: _____ Date Completed: _____ Contract Amount: \$ _____

REFERENCE 2

Name of Agency: _____ Contact Person: _____

Agency Address: _____ Phone #: _____

Project: _____ Date Completed: _____ Contract Amount: \$ _____

REFERENCE 3

Name of Agency: _____ Contact Person: _____

Agency Address: _____ Phone #: _____

Project: _____ Date Completed: _____ Contract Amount: \$ _____

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:	Performing _____% of project	Asbestos	Drywall/Lathers	Operating Engineer	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
			Carpet/flooring	Iron Worker	Plasterer	Tile Worker
	DIR Registration #		Cement Mason	Laborers	Roofers	Other:
			Drywall Finisher	Millwrights		
2.	Subcontractor Name:	Performing _____% of project	Asbestos	Drywall/Lathers	Operating Engineer	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
			Carpet/flooring	Iron Worker	Plasterer	Tile Worker
	DIR Registration #		Cement Mason	Laborers	Roofers	Other:
			Drywall Finisher	Millwrights		
3.	Subcontractor Name:	Performing _____% of project	Asbestos	Drywall/Lathers	Operating Engineer	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
			Carpet/flooring	Iron Worker	Plasterer	Tile Worker
	DIR Registration #		Cement Mason	Laborers	Roofers	Other:
			Drywall Finisher	Millwrights		

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

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

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:

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known 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:_____. 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.

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

Signature of Company Authorized Individual

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) _____
Bidding Firm Phone _____

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

(3) _____
Email Address

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: _____

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>
_____	_____
_____	_____
_____	_____
_____	_____

BID PROPOSAL CONTRACT

Accompanying this proposal is \$_____ 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.

Print Name of Corporation or True Name of Firm

Print Officer's 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

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. _____, Class of License(s) _____,
License Expiration Date _____.

Department of Industrial Relations Registration No. _____.

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

Title

Print Name

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 _____
Street Address City State Zip Code

Business Telephone Number _____

Place of Residence _____ Dated: _____

E-mail _____

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/wpnodeb.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	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME OF SIGNER	TELEPHONE NUMBER ()
TITLE	
BIDDER/CONTRACTOR FIRM'S MAILING ADDRESS	

SECTION 3

Sample Contract

Sample Contractor's Affidavit

SAMPLE CONTRACT

**PROJECT: Resurfacing of Tennis and Pickleball Courts at Plaza Park
(City of Visalia Bid No. 25-26-54)**

This Agreement, entered into and effective this _____ day of _____, 2026 [“Effective Date”], by and between the City of Visalia, hereinafter referred to as the “CITY”, and _____ hereinafter referred to as the “CONTRACTOR”, “BIDDER”, or “SUBRECIPIENT”.

RECITALS

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires completion of the **Resurfacing of Tennis and Pickleball Courts at Plaza Park**, which was let to bid on _____ as evidenced by City’s solicitation of **Bid No. 25-26-54** (the “Project”); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if CONTRACTOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	Contract General Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 25-26-54, Resurfacing of Tennis and Pickleball Courts at Plaza Park
Attachment 4	CONTRACTOR’s bid in response to Bid No. 25-26-54

3. CONTRACTOR SCOPE OF SERVICES:

CONTRACTOR shall provide all services/products as requested in Bid No. 25-26-54 for the stated compensation on or before the stated completion dates.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	Within 45 days of receipt of approved invoice.

5. **COMPENSATION:**

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay no more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$ (Contractor's Stated Bid Amount)
Payment Schedule:	Within 45 days from receipt of approved invoice for completed work, less 5% retention until 35 days after work is completed and accepted by CITY as evidenced by the recordation of a Notice of Completion*

*CONTRACTOR may elect to avoid the 5% retention by depositing securities of equivalent value pursuant to California Public Contract Code Section 22300.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____
Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____
City Manager

Dated: _____

By: _____
City Attorney

Dated: _____

By: _____
City of Visalia Risk Manager

Dated: _____

By: _____
City of Visalia Project Manager

Attachment 1 - CONTRACT GENERAL PROVISIONS

- A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR: _____

Attention: _____

- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. **Guarantees and Warranties:**
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.
 2. **ONE YEAR GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.
 3. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in

conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all work covered by an application for payment will pass to the CITY either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to CITY no later than the time of payment free and clear of all liens.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

- J. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. **Firearms Prohibited:** Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/ consultant is caught carrying a gun, without City permission, their contract will be terminated.
- M. **Executive Order N-6-22 – Russia Sanctions**
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

- N. **Time is of the Essence:** Time is of the essence in the performance of the construction anticipated by this Contract.
- O. **Liquidated Damages:** City and contractor acknowledge and agree that time is of the essence for this project. Therefore, for each day the project is delayed beyond the agreed completion date of thirty (30) calendar days, it would be extremely difficult and impractical to ascertain the extent of the detriment to city. The parties have determined and agreed that the actual amount of damages that would be suffered by city as a result of any such delay is the sum of **four hundred and eighty dollars (\$480.00)** per day, which is a reasonable estimate of the amount of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California civil code sections 3275 or 3369, but is intended to constitute liquidated damages to city pursuant to California civil code sections 1671, 1676 and 1677. City hereby waives the provisions of California civil code section 3389. City agrees that these liquidated damages shall be in lieu of any other monetary relief or other remedy for delay, including, without limitation, specific performance, to which city might otherwise be entitled under this agreement, at law or in equity, and shall be city's sole and exclusive right and remedy, except that city may terminate the agreement.

Attachment 2 - CONTRACT INSURANCE REQUIREMENTS

1. CONTRACTOR Insurance. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. Subcontractor(s') Insurance. If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. Worker's Compensation written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CONTRACTOR is not a material part of performance of this Agreement.
 - c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
 - d. Professional Liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
4. Other Insurance Provisions.

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. Endorsements.

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
 - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

- c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

SAMPLE FINAL PAYMENT AFFIDAVIT

I, _____ declare under penalty of perjury
(Affidavit's Name)

under the laws of the State of California and the provisions of the California Labor Code §1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815 that:

1. I am the _____ of _____
(Officer, Owner, Partner) (Company)

and I am responsible for the payment of persons employed by:

(Company)

who performed work on the City of Visalia Project entitled:

_____ **PROJECT**

2. During all payroll periods from _____ through _____,
(first work date) (last work date)

All persons employed by _____ on this project
(Company)

have at all times been paid, at a minimum, the specified general prevailing rate of per diem wages and any amounts due.

3. During all payroll periods on this project, all apprenticeship requirements have been complied with.

Executed and sworn to this _____ day of _____, _____
(Day) (Month) (Year)

(Signature)

(Date)