

CITY OF CAPITOLA

PROJECT CONTRACT

FOR

**JADE STREET TENNIS COURT SLIP SHEET
OVERLAY PROJECT**

For use in conjunction with the State of California, Department of Transportation Standard Specifications dated May 2010, and Standard Plans dated May 2010.

BIDS OPEN: 11:00 A.M., Wednesday, August 31, 2016



CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300 – Phone
(831) 479-8879 – Fax
www.cityofcapitola.org

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CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

NOTICE INVITING SEALED BIDS

JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Director of Public Works of the City of Capitola, California, on or before August 31, 2016 at the hour of 11:00 a.m. in his office at 420 Capitola Avenue, Capitola, California, 95010, for the following work and improvements in and for the City, at which time they will be publicly opened and read:

General work description:

Slip Sheet repair and resurfacing of four (4) tennis courts at Jade Street Park.

The estimated cost of construction is \$115,000

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the City of Capitola, in an amount not less than ten percent (10%) of the amount of the bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, a Labor and Material Bond in an amount equal to one hundred percent (100%) of the contract price, and a Defective Materials and Workmanship Bond in an amount equal to ten (10%) percent of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Capitola.

General requirements, plans, specifications and bid forms may be obtained at the office of the Director of Public Works, City Hall, 420 Capitola Avenue, Capitola, California 95010 or by calling (831) 475-7300.

The sealed bids must be addressed to the City of Capitola and must be submitted in a single sealed envelope endorsed: **"Jade Street Tennis Court Slip Sheet Overlay Project"**

If the successful bidder fails, neglects, or refuses for ten (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. After the bids have been opened, no bidder will be allowed to withdraw its bid without forfeiting the bid guaranty, unless permitted to do so by the Director of Public Works.

The Contractor shall possess a current Class A and/or C-12 License at the time of award of the contract.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final. The City Council shall have fifteen (15) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within fifteen (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within thirty (30) working days.

The City of Capitola, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be

awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex or national origin.

Prevailing Rate of Wages: In accordance with the provisions of the California Labor Code, the City Council hereby determines that the general prevailing per diem rate of wages in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of the contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth. Overtime shall be not less than one and one-half (1-1/2) times the established rates. Sundays and holidays shall be not less than two (2) times the established rates. In payment of labor, the Contractor shall comply with the provisions of the Labor Code of the State of California, Sections 1770 to 1781 inclusive (Article 2, Chapter 1, Part 7, Division 2), and any acts amendatory thereto.

Department of Industrial Relations:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

Dated: 28 July 2016



Steven E. Jesberg
Public Works Director

DO NOT REMOVE FROM SPECIFICATION PACKET

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA
BID PROPOSAL FOR

JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

The undersigned, as bidder, declares that all the contract documents herein contained have been thoroughly examined, that this bid proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

Bidder proposes and agrees, if this bid proposal is accepted, that Bidder will contract with the City of Capitola, Santa Cruz County, California, in the form of the copy of the agreement herein contained, to provide all necessary machinery, tools, apparatus and other means of construction; to furnish all materials, to provide all labor, and to construct the improvements in conformity with the specifications and drawings and other contract provisions herein contained or reasonably implied thereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Director of Public Works; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City against any loss or damage arising from any act of the undersigned as Contractors; and that Bidder will take in full payment therefore an amount computed by the Director of Public Works and based upon the unit prices as set forth in this bid proposal.

It is understood that the quantities set forth herein are approximate only and are for the purpose of comparing bids.

The amount to be paid the Contractor shall be the amount of work in each item actually constructed, multiplied by the unit prices set forth as follows:

Contractor's Name: _____

Item No.	Item Description	Units	Quantity	Unit Price	Total
1.	Mobilization	LS	1	\$_____	\$_____
2.	Tennis Court Repair (Slip Sheet Overlay – 4 courts)	Ea	4	\$_____	\$_____
TOTAL					\$_____

Dollars and _____ Cents

The City will award the contract to the lowest responsible bidder complying with the instructions in the Notice Inviting Sealed Bids. The lowest bidder will be determined on the basis of the total of the Base Bid items alone. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more item totals in the bid schedule does not equal the total amount bid, the individual item totals shall govern and the corrected sum shall be deemed to be the amount bid.

The undersigned agrees, if this bid proposal is accepted by the City Council and if a contract for the performance of the work is entered into by and between the City of Capitola and the undersigned, to plan the work and prosecute it with such diligence that all of the work shall be completed within thirty (30) calendar days after receipt of the Notice to Proceed.

The undersigned further agrees that if this bid proposal is accepted, to sign the agreement and to furnish the required bonds with satisfactory surety or sureties within ten (10) calendar days after the award of the contract and if the undersigned fails to contract as aforesaid, it shall be understood that the contract has been abandoned and therefore that this bid proposal and the bid guaranty shall be forfeited to and become the property of the City. Otherwise, the bid guaranty accompanying this bid shall be returned to the undersigned.

Dated this _____ day of _____, 20_____.

Signature of Bidder

Bidder's Address

Printed Name of Bidder

City, State, Zip Code

Email

Phone

REQUIRED CONTRACTOR INFORMATION

NOTICE: In the case of a corporation, give below the address of the principal office thereof and the names and addresses of the president, secretary, treasurer and manager:

Tax ID No. or Social Security No _____

Contractor's License No. _____ Classification(s) _____

Expiration date: _____

Classification of workers used on job:

_____ Acknowledgement of Addendum(s):

Receipt of the following addendum(s) issued during the time of bidding is acknowledged and the information contained therein has been considered in the preparation of this bid proposal.

Note: Failure to execute the following may be considered as an irregularity in the bid proposal.

Addendum No. (None ___), (1 ___), (2 ___), (3 ___), (4 ___), (5 ___)
Check appropriate space(s).

I certify under penalty of perjury that the representations made herein are true and correct to the best of my knowledge.

Signature of Bidder

Printed Name of Bidder

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is requested to state below what work of similar magnitude or character bidder has done and to give reference that will enable the City Council to judge bidder's experience, skill and business standing and ability to conduct the work as completely and as rapidly as required under the terms of the contract.

LIST OF PROPOSED SUBCONTRACTORS

List the name and address of each subcontractor who will perform work or labor or render service to the Contractor on the project in an amount in excess of one half of one percent (1/2%) of the total bid, or, if it exceeds \$10,000.00, whichever is greater, and the portion of the work to be done by each subcontractor.

Work to be Performed	License Number and type	% Of Total Contract	Subcontractor's Name Address & Telephone	Classification of Workers used on job
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note: Attach additional sheets if required.

General Contractor shall perform a minimum of 30% of the contract work.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California)
City of Capitola)ss.
County of Santa Cruz)

_____, being first duly sworn, deposes and says that he
(Bidder's Name)
or she is _____ of _____
(Title) (Company)

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

(Signature of Bidder)

(NOTE: Signatures for those executing for the Non-collusion Affidavit must be properly acknowledged.)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, _____

as SURETY, are held and firmly bound unto the CITY OF CAPITOLA, State of California, hereinafter called the CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above-named, submitted by said Principal to the City, for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of _____

_____ (\$ _____) DOLLARS.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Capitola, California, on August 31, 2016 for:

JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds: one to guarantee faithful performance, and one to guarantee payment for labor and materials, as required by law; then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein-named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
_____ day of _____, 20__

PRINCIPAL: _____(Seal)

_____(Seal)

_____(Seal)

SURETY: _____(Seal)

_____(Seal)

_____(Seal)

NAME

ADDRESS

PHONE

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

AGREEMENT
JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

THIS AGREEMENT, made this ____ day of _____, 201____, by and between the City of Capitola, a Municipal Corporation, in Santa Cruz County, California, hereinafter called the City, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, plans and other contract documents, for the work herein described and shown and has approved and adopted these contract documents, specifications and plans and has caused to be published in the manner and for the time required by law, a Notice Inviting Sealed Bids for doing the work in accordance with the terms of this contract, and

WHEREAS, the Contractor in response to said notice has submitted to the City a sealed bid proposal accompanied by a bid guaranty in an amount not less than ten percent (10%) of the amount bid for the construction of all of the proposed work in accordance with the terms of this contract, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder and has duly awarded to the Contractor a contract for all of the work and for the sum or sums named in the bid and in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. WORK TO BE DONE:

That the Contractor shall provide all necessary labor, machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence and overhead expenses of whatever nature necessary to construct all of the improvements for the City of Capitola in conformity with the specifications and plans and other contract documents and according to such instructions as may be given by the City of Capitola Director of Public Works or its authorized agent.

ARTICLE II. CONTRACT PRICES:

Except as provided in Section IV B of the Specifications ("Changes and Extra Work"), the City shall pay the Contractor according to the unit prices stated in the bid submitted by the Contractor or the total amount of the contract, whichever is less, which shall include all applicable taxes, for complete performance of the work.

The Contractor hereby agrees to accept such payment as full compensation for all materials and appliances necessary to complete the work; for all loss or damage arising from the work or from action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the work; incurred in and in consequence of the suspension or discontinuance of the work; as hereby specified; for all liability and other insurance; for all fees or royalties or other expenses on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work within thirty (30) calendar days from the date of the Notice to Proceed; all according to the contract plans and specifications, the details and instructions, and the requirements of the City Council.

ARTICLE III. PARTS OF THE CONTRACT:

That the complete contract document consists of the following:

- | | |
|----------------------------------|----------------------------|
| 1. Notice Inviting Sealed Bids | 2. Hold Harmless Clause |
| 3. Bid Proposal | 4. Performance Bond |
| 5. Non-collusion Affidavit | 6. Labor and Material Bond |
| 7. Bidder's Bond or Bid Guaranty | 8. Specifications |
| 9. Agreement | 10. Insurance Certificates |

In case of any conflict between this Agreement and any other part of the contract, this Agreement shall be binding.

IN WITNESS WHEREOF, the City has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its City Manager and its City Clerk thereunto duly authorized and the Contractor has executed these presents the day and year herein above written.

This Agreement shall be effective at such time as each party is in possession of a copy (i.e. either an original or facsimile) executed by the other party.

SO AGREED,

CITY OF CAPITOLA
A Municipal Corporation

CONTRACTOR:

License No. _____

Tax ID or SSN _____

By:

By:

Benjamin Goldstein
City Manager

Title: _____

Date: _____

Date: _____

Awarded by the City Council on

By signing above on behalf of the corporation, the individual so signing warrants that he/she has authority to sign this agreement on behalf of the corporation and legally bind the company to all of the obligations contained therein.

ATTEST:

City Clerk

HOLD HARMLESS CLAUSE

WHEREAS, _____, (Contractor), has been awarded a contract with the City of Capitola to perform certain work described as follows:

General work description: Slip Sheet repair and resurfacing of four (4) tennis courts at Jade Street Park.

Contractor hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all demands, claims or liabilities of any nature caused by or arising out of Contractor's negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law imposes strict liability on Contractor in the performance or nonperformance of this agreement.

Dated _____, 20 ____.

Contractor

By _____

Title _____

Address _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____(Contractor)

of _____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation/Partnership/Individual)

_____ (Surety)

of _____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF CAPITOLA, 420 Capitola Avenue, Capitola, CA 95010, hereinafter called OWNER, in the penal sum of _____
_____ DOLLARS (\$_____) (100% of contract amount), in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of **JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT**.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Principal

Surety (type)

By: _____

Address: _____

Telephone No. _____

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Surety

By: _____

Address: _____

Telephone No. _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

**BOND FOR SECURITY OF
LABOR AND MATERIALS**

WHEREAS, The City Council of the City of Capitola, State of California, and _____
_____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to
install and complete certain designated public improvements, which said agreement, dated _____, 2016,
and identified as project **JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT**, is
hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of
the work, to file a good and sufficient payment bond with the City of Capitola, 420 Capitola Avenue, Capitola,
CA 95010, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part
4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the City of
Capitola and all contractors, subcontractors, laborers, material men and other persons employed in the
performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of
_____ dollars
(\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the
Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an
amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will
pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable
attorney's fees, incurred by county (or city) in successfully enforcing such obligation, to be awarded and fixed
by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons,
companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of
Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this
bond.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms
of said agreement or the specifications accompanying the same shall in any manner affect its obligations on
this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on
_____, 20__.

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Principal

Surety (type)

By: _____

Address: _____

Telephone No. _____

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Surety

By: _____

Address: _____

Telephone No. _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

**ESCROW AGREEMENT TO SUBSTITUTE SECURITIES
FOR WITHHOLD MONEYS IN PUBLIC CONTRACTS
(OPTIONAL)**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Capitola, hereafter called "City", and

hereafter called "Contractor", having its main office at

WHEREAS, Contractor has been awarded a contract by City for

and has executed a contract dated _____, 20____ with City under which contract the Contractor is obligated to construct the above project and for which City shall pay Contractor certain progress payments from which moneys will be withheld as retention to insure performance of the contract by Contractor; and

WHEREAS, Contractor elects to substitute, at Contractor's expense, certain securities as eligible under Section 16430 of the Government Code or bank or savings and loan certificates of deposit equivalent to the amount withheld from progress payments.

NOW, THEREFORE, the parties agree as follows:

1. City shall hold in escrow the sum of _____ Dollars for the account of Contractor as represented by securities identified below:

(Cash Rec. No. _____ dated _____)

2. Contractor shall be the beneficial owner of any securities held by City substituted for moneys withheld and Contractor shall receive any interest thereon.

3. City will not pay out or release any escrow funds or securities except as provided in this agreement.

4. In the event Contractor or Contractor's agents fail to perform each and every obligation of its contract with City in the manner and within the time set forth in the contract for the project, the entire amount of escrow funds or securities held in escrow shall become the property of City upon certification from the Director of Public Works that Contractor has failed to perform its contract with City and Contractor has been given thirty (30) days written notice of its default under the contract. The escrow funds and securities which become the property of City shall be used and retained by City for the purpose set forth in the contract regarding withholding and retention of funds from progress payments, and such provisions are incorporated herein as if fully set forth.

5. Upon satisfaction in full and the time expiration set forth in the contract regarding withholding and retention of funds from progress payments, the amount held in escrow or securities held by City for the benefit

of Contractor shall be released to Contractor by City upon certification of the Director of Public Works that Contractor has fully performed all obligations under the contract with City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF CAPITOLA:

By _____

CONTRACTOR:

By _____

Title _____

Address _____

Telephone _____

APPROVED AS TO FORM:

City Attorney

SPECIAL PROVISIONS

The following special provisions shall add to or modify the General Provisions of the State of California, Department of Transportation, Standard Specifications, dated September 2015 as amended.

SECTION I. DEFINITIONS AND TERMS

Whenever the following terms or pronouns in place of them are used in these specifications or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

- A. ADDENDUM. Written or graphic instrument issued prior to the opening of bid proposals which interprets, corrects, or changes the bidding or contract documents. The term "addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening bid proposals.
- B. CITY. The City of Capitola, located in Santa Cruz County, California; also sometimes referred to as the "City."
- C. ENGINEER OR CITY ENGINEER. The City Engineer of the City of Capitola or the Director of Public Works, acting either directly or through properly authorized agents.
- D. BIDDER. Any individual, firm, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. CONTRACTOR. The person or persons, co-partnership, or corporation who have entered into a contract with the City for performance of work covered by this contract, and its authorized agents or legal representatives.
- F. INSPECTOR. Shall mean the technical inspector or inspectors duly authorized or appointed by the Engineer.
- G. PLANS. The word "plans" shall denote drawings. The word "drawings" shall denote plans. Plans and/or drawings are a part of the specifications.
- H. SPECIFICATIONS. The directions, provisions and requirements contained herein and supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
- I. PROPOSAL FORM. The approved form on which the City Engineer requires formal bids to be prepared and submitted for the work.
- J. BID PROPOSAL. The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.
- K. CONTRACT, AGREEMENT, OR CONTRACT DOCUMENTS. The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to contractors, proposal, plans, specifications, special provisions, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

- L. WORK. All the work specified in the special provisions, proposal and contract.
- M. INSTALL. Where the word install is used, it shall also mean that the Contractor shall provide all of the materials necessary to install the item as shown on the plans or in these specifications, unless stated otherwise.
- N. CONSTRUCT. Where the word construct is used, it shall also mean that the Contractor shall provide all of the materials necessary to construct the item as shown on the plans or in these specifications, unless stated otherwise.
- O. PLACE. Where the word place is used, it shall also mean to provide all of the materials for the complete installation of the item denoted.
- P. ADVERTISEMENT. The published Notice Inviting Sealed Bids for the construction of the project.
- Q. STANDARD SPECIFICATIONS. The State of California, Department of Transportation, Standard Specifications, dated May 2006 as amended, also referred to as the State Specifications.
- R. STANDARD PLANS. The State of California, Department of Transportation, Standard Plans, dated September 2015 as amended, also referred to as the State Standard Plans.
- S. STATE. The State of California, including the Department of Transportation (Caltrans), California Highway Patrol, or any other State of California agency whose action or oversight is related to the work.

SECTION II. BID REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of Section 2 of the State Specifications for the requirements and conditions which must be observed in the preparation of the proposal forms and the submission of the proposal and these special provisions.

- A. CONTENTS OF BID PROPOSAL FORMS. Prospective contractors shall review the Request for Proposals and submit proposals in conformance with the terms contained therein.
- B. EXAMINATION OF SITE OF WORK.
The contractor shall examine carefully the site of the work contemplated and proposal and contract forms thereof. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and as to the materials to be furnished, as to the requirements of these specifications, the special provisions and the contract.
- C. PROPOSAL FORMS.
- D. REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind.
- E. PROPOSAL GUARANTEE.
- F. WITHDRAWAL OF PROPOSAL. Any proposal may be withdrawn by the bidder prior to but not after the time fixed for the opening of proposals, provided that a request in writing for the withdrawal of such proposal, executed by the contractor or contractor's duly authorized representative, is filed with the Director of Public Works of the City of Capitola. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.
- G. DISQUALIFICATIONS OF CONTRACTORS.
- H. COMPETENCY OF CONTRACTORS. With each and every bid and forming a part thereof, the City Council will require the contractor to furnish a statement of contractor's financial responsibility, technical ability, and experience.

SECTION III. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3 of the State Specifications for the requirements and conditions concerning award and execution of contract and these special provisions.

- A. AWARD OF CONTRACT OR REJECTION OF PROPOSAL. All proposals shall be subject to the approval of the City Council, which reserves unto itself the right to accept or reject any or all proposals and waive any irregularities or informalities of proposals as it may deem for the best interest of the City, and whose determination as to whose bid is the lowest responsible bid shall be final and conclusive. The award, if made, will be made within fifteen (15) calendar days after the opening of the proposals. City shall not be bound until the contract has been fully executed.
- B. RETURN OF PROPOSAL GUARANTEES.
- D. EXECUTION OF CONTRACT. The contract shall be signed by the successful contractor and returned, together with the insurance certificates, within ten (10) calendar days after the award of the contract. If contractor fails to do so, the City Council without further proceedings may declare the bid guarantee forfeited.
- E. PENALTY FOR FAILURE TO SIGN CONTRACT.
- F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS.
- G. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES. Attention is directed to the provisions of Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the State Specifications and these special provisions.

The counting of calendar days shall commence upon on upon the date stated in the "Notice to Proceed." The Contractor shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of the schedule set forth in the proposal.

The Contractor shall pay to the City of Capitola the sum of \$500.00 (Five Hundred Dollars and Zero Cents) per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed herein.

SECTION IV. SCOPE OF WORK

- A. WORK TO BE DONE. The work to be done on this project consists, in general, of the following:

Slip Sheet repair and resurfacing of four (4) tennis courts at Jade Street Park. See Section 10-2 "Technical Provisions - Specials" for specifications of the work to be performed.

- B. CHANGES AND EXTRA WORK. Changes and extra work, if found necessary, shall be done in accordance with the provisions of Section 4, "Scope of Work," of the Standard Specifications and these special provisions.

The City may require changes in, additions to or deductions from, the work to be performed or the materials to be furnished under this Contract pursuant to the provisions of the Contract Documents.

No change to the work shall be made, extra work performed, or deduction from the work made unless in pursuance of a written change order from the City, signed by the Director of Public Works or its authorized representative, stating that the change, addition, deletion, or any combination thereof is authorized. Written field orders may be issued to the contractor pending the issuance of a formal change order. No claim for additional payment shall be considered unless so ordered.

Adjustments to the contract amount by reason of a duly authorized change order shall be determined on the basis of one of the following methods, at the option of the Director of Public Works:

1. On the basis of an acceptable lump sum proposal from the Contractor in response to a quotation request.
2. On the basis of unit prices specified in the Contractor's proposal.
3. On the basis of actual necessary cost plus fifteen (15) percent to cover superintendence, general expense and profit, hereinafter referred to as "Force Account Work."

Force Account Work, if ordered, shall be adjusted and certified daily on record sheets acceptable to the Director of Public Works and signed by both he and the Contractor. Such daily report sheets shall thereafter be considered as the true record of Force Account Work done. Computation of actual costs shall include wages paid for workers and any employer payment made to, or on behalf of, workers for health, welfare, pension, vacation plans or similar purposes. Equipment costs shall be on the basis of generally accepted rental schedules for the locality. Material costs shall be supported by supplier's invoices.

When a lump sum proposal for extra work is requested from the Contractor, such quotation request shall be furnished by the Contractor, and a quotation for the work involved delivered to the Director of Public Works within five (5) calendar days. If the Director of Public Works finds said proposal unacceptable, he may then proceed with such extra work by Force Account or such other means as are available under the provisions of the contract.

- C. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS. The specifications and the contract drawings are intended to be explanatory of each other. Any work indicated in the contract drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform

thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the City and its decision thereon shall be final.

- D. FIGURED DIMENSIONS.
- E. ERRORS OR DISCREPANCIES.
- F. DRAWINGS TO BE FURNISHED BY CONTRACTOR.
- G. ADDITIONAL DRAWINGS BY CITY.
- H. CLEANING UP. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all temporary structures built by Contractor, and shall remove rubbish of all kinds from any of the grounds which Contractor has occupied and leave them in a condition acceptable to the Engineer.

- I. SALVAGE FOR THE CITY. The Contractor shall remove and preserve carefully for the City any material designated to be salvaged, removed, or relocated and shall arrange for delivery of said material to the City Corporation Yard, 430 Kennedy Drive, Capitola, California 95010. The Contractor shall arrange for return delivery to the site and at the location(s) as determined by the Engineer only those materials designated as relocated. The Contractor shall be held liable for any damages to material designated to be salvaged, removed, or relocated.

SECTION V. CONTROL OF WORK

The bidder's attention is directed to the provisions in Section 5 of the State Specifications for the requirements and conditions concerning Control of Work and these special provisions.

- A. AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, as to the quality and acceptability of materials furnished, and as to the manner of performance and the rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation. The Engineer's decisions shall be final; the Engineer shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.
- B. COOPERATION OF THE CONTRACTOR. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the Superintendent or Foreman who may have charge of the particular work in question.
- C. COOPERATION BETWEEN CONTRACTORS. Where two or more contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for all damage to work, to persons or property, or for loss caused by failure to finish the work within the time specified for completion.
- D. ACCESS TO WORK. The Engineer and the Engineer's authorized assistants shall at all times have access to the work during its progress. All work done and all materials furnished shall be subject to the inspection of the Engineer.
- E. INSPECTION. The inspection of the work shall not relieve the Contractor of its obligation to fulfill the contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.
- F. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at the Contractor's own expense, and no compensation will be allowed Contractor for such removal or replacement.
- G. EQUIPMENT. The use of equipment which is obsolete as to type, in bad condition or worn out will not be permitted on the work. The Contractor shall provide adequate and suitable equipment and plans to meet the requirements of the work, and when ordered by the Engineer shall remove unsuitable equipment from the work.
- H. FINAL INSPECTION. When the work performed by the Contractor shall have been satisfactory and the final cleaning up performed, the Engineer will make the final inspection.

SECTION VI. CONTROL OF MATERIALS

The Contractor's attention is directed to the provisions in Section 6 of the State Specifications for the requirements and conditions concerning Control of Materials and these special provisions.

- A. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials -- whether in place or not -- shall be rejected and shall be removed immediately from the site of the work.
- B. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work; upon failure to do so or to make satisfactory progress in so doing within forty-eight (48) hours after the service of a written notice by the Engineer, the condemned materials or work may be removed by the City and the cost of such removal shall be taken out of the contract price. No such rejected or condemned material shall again be offered for use by the Contractor under this contract.
- C. SUBMITTALS. Within fifteen (15) calendar days after award of the contract, before any materials are purchased, brought to the site or installed, the Contractor shall submit to the Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which the Contractor proposes to furnish on the project, together with sufficient information including shop assembly and detail drawings, manufacturers' specifications, and performance data to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract specifications, contract drawings and contract documents. If the information shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the submittal, advise the Engineer of the deviation and state the reason therefore.

Approval by the Engineer of shop drawings and other data submitted by the Contractor shall not relieve the Contractor from responsibility for any errors therein or of furnishing the materials and equipment of proper dimension, size, quantity, quality, and all performance characteristics to meet the requirements and intent of the contract documents. The Contractor shall have no claim for damages or extension of time on account of any delay in the work resulting from the rejection of materials or from revision and resubmittal of drawings and other data for approval. All submittals and shop drawings shall be furnished to the City in quadruplicate.

1. TRADE NAMES, ALTERNATIVES, OR EQUALS. Attention is directed to Section 6-1.05, "Trade Names and Alternatives," of the Standard Specifications.
2. STORAGE OF MATERIALS. Unless specifically authorized by the Engineer, no materials shall be stored overnight upon any public road or right of way within the City.

SECTION VII. LEGAL RELATIONS AND RESPONSIBILITY

The Bidder's attention is directed to the provisions in Section 7 of the State Specifications for the requirements and conditions concerning Legal Relations and Responsibility and these special provisions.

- A. LEGAL RESTRICTIONS. The Contractor shall stay fully informed of all existing and future state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed on the work, or which in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations.
- B. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices incident to the lawful prosecution of the work.
- C. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.
- D. SANITARY PROVISIONS. The Contractor shall comply with all of the sanitary regulations prescribed by the California Department of Health Services.
- E. PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. It shall be the responsibility of the Contractor to protect and guard the public from injury or damage due to any cause.
- F. RESPONSIBILITY FOR WORK. Excepting as herein otherwise provided, until the formal acceptance of all work by the City, the Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof from any cause whatever. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its acceptance, and shall bear the expense thereof.
- G. CHARACTER OF WORKERS. If any person employed by the Contractor, or by a subcontractor, shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent, or to act in a disorderly or improper manner, that person shall be discharged immediately upon the recommendation of the Engineer, and shall not again be employed on the work.
- H. HOURS OF LABOR. The Contractor shall forfeit as penalty to the City, Fifty Dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of the contract by the Contractor, or by any subcontractor, upon any of the work hereinafter mentioned, for each working day during which said laborer, worker or mechanic is required or permitted to labor more than eight hours per day or forty hours per week in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code.
- I. PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each working day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by the Contractor or any of Contractor's subcontractors. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each working day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1773, 1773.2, 1773.4 and 1775 of the Labor Code will be complied with.

Pursuant to the State of California, or local law thereto applicable, the City Council hereby determines that the general prevailing per diem rate in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of this contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth.

Copies of the prevailing rate of per diem wages prepared and available by the California State Department of Industrial Relations.

- J. COMPLIANCE WITH DIVISION OF APPRENTICESHIP STANDARDS. The Contractor to whom the contract is awarded shall, in compliance with Section 1777.5 of the Labor Code of the State of California, be required to adhere to the provisions of the ratio of apprentices to journeymen as more particularly defined in the aforementioned Labor Code section. Notice is given that the City of Capitola will, within five days of awarding of contract, notify the Division of Apprenticeship Standards of such awarding and will notify said Division of any findings of any discrepancies regarding the ratio of apprentices to journeymen.
- K. RECORDS. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers and mechanics employed by the Contractor in connection with the execution of this contract or any subcontracts thereunder and also showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City awarding this contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement and the State Department of Industrial Relations, its deputies and agents.
- L. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- M. POSTING MINIMUM WAGE RATES/ JOB SITE POSTINGS. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. The contractor shall post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)
- N. PAYMENT OF EMPLOYEES. The Contractor and each subcontractor shall pay each employee engaged in work on the project under this contract in full (less deductions made mandatory by law) and not less often than once a week.
- O. REGISTRATION OF CONTRACTORS. At the time of award of the contract, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.
- P. RESPONSIBILITY FOR DAMAGE. The City of Capitola, the City Council, or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Capitola, the City Council, and the Engineer from all suits or actions of every name and description brought forth or on account of any injuries or damages received or

sustained by any person or persons by or from the Contractor, Contractor's servants or agents, in the construction of the work or by or in consequence of any negligence in guarding against such injuries or damages or on the account of any act or omission of the Contractor or Contractor's agents, and in addition to any remedy authorized by law so much as shall be considered necessary by the City Council may be retained by the City of Capitola until disposition has been made of such suits or claims for damages as aforesaid.

The Contractor shall be responsible for any liability imposed by law or for any damage to any person or property and shall indemnify and hold harmless the City of Capitola, its officers and employees, all in the same manner and to the same extent as provided above for the protection of the City, the City Council and the Engineer, except that no retention of money due the Contractor under and by virtue of the contract will be paid by the City of Capitola, pending disposition of suits or claims for damages brought against the City.

Q. TERMINATION OF CONTRACT. If the work provided for under this contract shall be abandoned, or if the contract shall be sublet or assigned without the consent of the City, or if at any time the Engineer shall be of the opinion that the conditions specified as to the rate of progress are not being fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or provisions of this contract or is executing the same in bad faith, the City shall notify the Contractor to fulfill the conditions of this contract. Should the Contractor fail to begin compliance with said notice within five (5) calendar days, the City may, at its discretion, notify the Contractor to discontinue all work under this contract or any part thereof, and thereupon the Contractor shall discontinue work, and the City may, by contract or otherwise, at its discretion, complete the work or such part thereof, and may take possession of the work and use therein such materials, machinery, implements and tools of every description as shall be found upon the work, or provide whatever is needed for the completion of the work and charge the expense thereof to the Contractor. In order to meet the expenses so incurred, the City is hereby authorized by the Contractor to draw a warrant in the name of the Contractor and in favor of these persons, firms or corporations doing the work or providing the materials or labor therefore, against the fund or appropriation set aside for the purpose of this contract. When a warrant is so drawn it shall be conclusive upon the Contractor and shall be to all intent and purposes the same as drawn by the Contractor in person. When any of the said demands have been audited and paid, the amount of the same shall be deducted from the fund or appropriation set-aside for the purposes of this contract being so terminated. The Contractor shall immediately, upon due notice from the Engineer to do so, remove from the premises all materials and personal property belonging to the Contractor which have not already been used in the construction of the work or which are not in place in the work, and the Contractor shall forfeit all rights under this contract, and both the Contractor and Contractor's sureties shall be liable for the bond for all damages caused the City by reason of Contractor's failure to complete this contract.

R. Neither the extension of time for any reason beyond the date fixed for the completion of this work, nor the doing and acceptance of any part of the work called for by the terms of this contract, subsequent to the said date, shall be deemed to be a waiver by the City of the right to abrogate, annul, or terminate this contract for abandonment or other cause as provided above. During the performance of this contract, the Contractor, its assignees and successors in interest (hereinafter referred to as "Contractor") agree as follows:

1. COMPLIANCE WITH REGULATIONS. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. NONDISCRIMINATION. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin, ancestry, physical handicap, medical condition, marital status, or religion in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 1735 of the Labor Code.
 3. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, ancestry, physical handicap, medical condition, marital status, or religion.
 4. INFORMATION AND REPORTS. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
 5. SANCTIONS FOR NONCOMPLIANCE. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
 6. INCORPORATION OF PROVISIONS. The Contractor will include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City of Capitola may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City.
- S. WATER POLLUTION. Attention is directed to Section 7-1.01G, "Water Pollution," of the Standard Specifications.
- T. CONSTRUCTION HOURS. Construction hours shall be limited between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Construction shall be prohibited on weekends except for emergency work approved by the Engineer.

SECTION VIII. PROSECUTION, PROGRESS AND PAYMENT

Attention is directed to Sections 8 and 9 of the State Specifications for the requirements and conditions concerning Prosecution, Progress and Payment and these special provisions.

- A. COMPLETION AND PAYMENT. All work completed under the contract shall be paid for in accordance with the provisions of these specifications. The Contractor shall accept the compensation as provided in the contract in full payment for furnishing all materials, labor, tools and equipment, including all applicable taxes and fees, necessary to complete the work and for performing all work completed and embraced under the contract.
- B. PROGRESS ESTIMATE AND PAYMENT. The Engineer shall, on or around the twentieth (20th) day of each month, make an estimate of the value of the work performed and materials furnished in accordance with this contract. The first estimate shall be of the value of the work done and of the materials proposed and suitable for permanent incorporation in the work delivered and suitably and safely stored at the site of the work since the Contractor began the performance of this Contract.

Every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored; and provided, further, that no estimate shall be required to be made when in the judgment of the Engineer the total value of the work done and materials incorporated into the work under this contract since the last preceding estimate amounts to less than One Thousand Dollars (\$1,000.00); and provided, also, that materials so delivered and estimated shall not be removed from the site of the work prior to its completion without the written consent of the Engineer.

The estimates shall be signed by the Engineer, and after approval by the City the City shall pay or cause to be paid to the Contractor, in the manner provided by law, an amount equal to ninety per cent (90%) of the estimated value of the work performed and of the value of the materials furnished and delivered and unused, such materials to be those which are proposed and suitable for permanent incorporation in the work.

Items for which quantities are indicated lump sum shall be paid for at the unit price indicated in the bid proposal. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the specifications or requested by the Engineer, the Contractor shall submit to the Engineer within fifteen (15) calendar days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

- C. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any moneys withheld by public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Any escrow agreement entered into pursuant to this section shall contain as a minimum the following provisions: (a) The amount of securities to be deposited; (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and (c) The termination of the escrow upon completion of the contract.

- D. FINAL ACCEPTANCE. The Engineer shall, as soon as practical after the final acceptance of the work done under this contract, make a final estimate of the amount of work done there under and the value thereof. Such final estimate shall be signed by the Engineer, and after approval the City shall pay or cause to be paid to the Contractor in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) calendar days after the filing of a "Notice of Completion" in the County Recorder's Office, Santa Cruz County, California.

SECTION IX. INSURANCE

A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, by an insurer acceptable to the City, that shall protect Contractor and any subcontractor performing work covered by this contract from any claims for property damage which may arise because of the nature of the work or from operations under this contract, whether such operations are performed by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, even though such damages may not be caused by the negligence of the Contractor or any subcontractor, or anyone employed by either of them. The public liability and property damage insurance shall name the City, its officers, agents and employees as insured's, and all insurance policies issued hereunder shall so state. The amounts of such insurance shall be as follows:

1. CONTRACTORS LIABILITY INSURANCE. Shall provide bodily injury liability limits of not less than \$1,000,000 for each person, and \$2,000,000 for each accident or occurrence, and property damage liability limits of not less than \$1,000,000 for each accident or occurrence with an aggregate limit of \$2,000,000 for claims which may arise from the operations of the Contractor in the performance of the work hereunder provided. This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph F, Section VII, Responsibility for Work.
2. AUTOMOBILE LIABILITY INSURANCE. Covering all vehicles used in the performance of the contract providing bodily injury liability limits of not less than \$500,000 for each person and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$500,000 for each accident or occurrence which may arise from the operations of the Contractor in performing the work provided for herein.

Before the execution of the contract, the successful bidder shall file with the City a certificate or certificates of insurance, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy evidenced by such certificate, before the expiration of thirty (30) calendar days after the City shall have received notifications by registered mail from the insurance carrier.

All policies shall name the City of Capitola as an insured under all terms of the policy.

B. WORKER'S COMPENSATION INSURANCE. Before beginning the work, the Contractor shall furnish to the City satisfactory proof that Contractor has taken out for the period covered by the work under this contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the work contemplated under this contract, in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this contract.

SECTION X. TECHNICAL PROVISIONS
SECTION 10-1. GENERAL

10-1.01 COOPERATION--Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36D, "Non-Highway Facilities," of the Standard Specifications and these special provisions.

10-1.02 PROGRESS SCHEDULE—The Contractor shall begin construction and work continuously to completion. The length of the construction period shall be detailed in the contractor's schedule and shall include all curing and drying times necessary to complete the project. The Contractor shall submit a detailed construction schedule to the Engineer for review and approval prior to the pre-construction meeting for the project. Construction schedules shall conform to the provisions in Section 8-1.02, "Schedule," of the Standard Specifications.

The construction schedule shall be consistent in all respects with the times and order of work requirements necessary to complete the project as approved by the Engineer.

Contractor shall notify the Engineer immediately of any changes to the schedule impacting the project completion date.

10-1.03 WATERING—Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

10-1.04 LINES AND GRADES--Construction surveys shall comply with Section 5-1.26, "Construction Surveys," of the Standard Specifications and these special provisions except that the Contractor shall be responsible for setting all lines and grades necessary to establish the lines and grades required for the completion of the work specified in these special provisions.

10-1.05 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES--When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

SECTION 10-2. SPECIALS

10-2.01 MOBILIZATION--This work shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

Contractor's access to the tennis courts will be from the Jade Street entrance unless specific approval is granted by the City. All construction equipment and materials must be stored in the immediate vicinity of the tennis courts and may not be stored in the public parking areas of the park or preschool, adjacent soccer field, or softball field, or basketball court.

MEASUREMENT AND PAYMENT--The contract lump sum price paid for "Mobilization" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein. Partial payment for mobilization shall be made consistent with Section 9-1.16D "Mobilization" of the Standard Specifications.

10-2.02 TENNIS COURT REPAIR (SLIP SHEET OVERLAY) --The work performed in connection with "**Tennis Court Repair (Slip Sheet Overlay)**" shall conform to the provisions of the specification contained herein.

GENERAL--The Contractor shall comply with the following provisions for establishing quality assurance including stipulations, warranties, and submittals:

A. Reference Standards:

1. ASBA - American Sports Builders Association.
2. USTA – United States Tennis Association.
3. ITF – International Tennis Federation
4. State of California, Business and Transportation Agency, Department of Transportation: "Standard Specifications".
5. Manufacturer's specifications and recommendations.

B. Supervision: Supervise and direct the work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Superintendent shall reject defective work or materials immediately upon performance or delivery.

C. Inspection and Testing:

1. City administrators will make inspections. Provide facilities and access to the work at all times as required to facilitate inspections.
2. City administrators may require tests or special examination of any materials or part thereof, unidentified material, or material substituted for that previously approved to confirm compliance with Specifications; and they may reject for satisfactory replacement any material judged defective as a result thereof.

D. The Contractor shall provide and be responsible for all survey work required for the completion of the work and shall be responsible for the correctness of all final grades and lines.

E. Tolerances:

1. Planarity: the substrate, shall not vary from the planned cross slope by more than +/- 0.1%. The finished surface shall not vary, plus or minus, under a 10-foot straightedge greater than 1/8-inch. It is the responsibility of the paving contractor to water the surface with the use of a hose. If, after 30 minutes on a 70-degree F day, "bird baths" are evident in a depth more than 1/8-inch

the paving contractor, tennis court surfacing contractor and the City will determine the best method of correction.

2. Thickness: tolerances for thickness shall be 1/8-inch, plus or minus.
3. Test in-place courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by City.

F. Stipulation: at no point shall surface fail to drain.

G. Certifications: certify that materials comply with specified requirements.

H. Corrective Measures: it is the contractor's responsibility to determine if the planarity, cross- slopes, and general specifications have been met.

I. Weather Limitations: construct surface course when temperatures exceed 50-degrees F and rising and when the base is dry.

J. No fog or slurry seals or asphalt emulsions are to be applied to areas to receive acrylic recreational surfacing. Problems with adhesion of acrylic recreational surfacing are likely over a slurry seal or a fog seal or asphalt emulsions.

K. Contractor shall inspect the existing surfacing for acceptability prior to beginning the surface-leveling course. The installation of subsequent work over the existing surfacing shall signify acceptance of the existing surfacing by the Contractor.

L. The acrylic recreational surfacing contractor must notify the City of Capitola in writing of the acceptance of the existing surfacing.

M. Including the manufacturers' guarantees and warranties, the Contractor shall warrant the tennis court surfacing against settlement, peeling of surface, surface cracking, and any other defects of materials or workmanship for a period of five (5) years from date of acceptance.

N. Material Certificates: provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

O. Submit:

1. List and quantity of materials
2. Manufacturer's product literature, product specifications and installation specifications
3. Material Safety Data Sheets
4. Project schedule
5. Maintenance & Operations Manual including contractor's contact information, material submittals, Material Safety Data Sheets and maintenance recommendations.

MATERIALS--The Contractor shall be responsible for determining the quantity of materials for completing the work.

A. Crack Filler Material: Plexipave Crack Filler® or approved equal

B. Leveling Course Material: Plexipave Court Patch Binder® or approved equal. No asphalt emulsions will be accepted.

C. Refinement Course Material: Acrylic Resurfacer® or approved equal. No asphalt emulsions will be accepted.

D. Acrylic Recreational Surfacing: Fortified Plexipave or approved equal. No field mixing of sand will be allowed.

E. Line Paint: Plexicolor® Textured Line Paint or approved equal

The aforementioned materials to be used are manufactured from California Products Corporation distributed by Fraser-Edwards Co., or equivalent materials and application from NovaSports USA (crack filler, resurfacer, surface system, and line paint) distributed by L&M Distribution, or approved equal:

- F. Tennis Court Equipment: Remove, protect, and re-install the existing tennis court posts and nets.
- G. Slip Sheet System:
 - a. Asphalt-Coated Ply Sheet: GlasPly IV from Johns Manville, or approved equal.
 - b. AC Filler Coat Binder: APOC AP 330 from APOC, or approved equal.
 - c. Secondary Backing: ActionBac Number 3818 from Propex Corporation, or approved equal.
- H. Water: The water used for mixing shall be potable.

I. Aggregate: For surface course:

Sieve Size	% Passing
#4	100
#8	95-100
#16	70-100
#30	40-75
#50	10-35
#100	2-15

EXECUTION--

- A. Surface Repair:
 1. Inspect the existing surface and determine which cracks to repair with Crack Filler and which cracks to repair with Court Patch Binder. Mark the areas that require filling with Crack Filler. Scrape off any old coatings that may be flaking or peeling.
 2. Clean the existing surface to wash away dirt, other foreign matter, mold, fungus and mildew. Mark low areas that contain birdbaths.
 3. Clean out and jet lance cracks. Clean crack so that it is free of vegetation and debris. Remove all loose pavement from crack.
 4. Where applicable, fill cracks 1/4" wide or less with Crack Filler. Cracks shall be hand-filled with square, snub-nose, hand trowel or broad knife with a narrow bead of material along crack. After the Crack Filler has been forced into the crack, the edges shall be wiped clean with a damp cloth. After drying, any rough edges shall be sanded smooth, and loose material shall be carefully removed from the court by air-broom and/or sweeping. All filling shall be flush and even with existing surface
 5. Fill cracks wider than 1/4" with Court Patch Binder. Cracks greater than 1/4" shall be filled and leveled with a square hand-trowel or broad knife by forcing the Court Patch Binder filler mix into the crack and striking off excess material. Edges may be feathered using a hand trowel and a damp cloth to form a smooth transition from patch to the original surface. All filling shall be flush and even with existing surface.
- B. Slip Sheet System Installation
 1. Preparation and glass sheet:
 - i. Lay one (1) layer of asphalt-coated ply sheet over prepared surface. Lap all joints 2" and cement with Carpet Coat adhesive. Standard roofing felt is not acceptable.
 - ii. Apply one (1) coat of AC filler coat binder over the asphalt-coated ply sheet and allow to dry.
 - iii. Over the entire area, apply one (1) layer of secondary backing, 2.3 oz. completely coated with APOC AP330. (Burlap will not be acceptable.)

2. Surface Course:
 - i. A surface course of 1/2" nominal thickness shall be constructed on the membrane, using the double straightedge course method.
 - ii. The mix for the straightedge application shall be a combination of aggregate, AC filler coat binder, cement, or limestone dust and sufficient water to make a workable free flowing mix. Aggregate shall meet gradations in Section I. Either a concrete or motor mechanical mixer can accomplish mixing.
 - iii. Material screeds where required shall be placed so that they are not over joints in the base course. The material shall be accurately screeded to grade.
 - iv. The mix shall be placed, struck off, cured, smoothed and rolled.
3. Job mixed carpet coat surface with second reinforcement layer of Secondary Carpet Backing.
 - i. The surface shall be applied to court surface by pouring from a can or a wheeled container to continuous parallel lines and spreading immediately with a rubber faced squeegee. The squeegee or brooms shall be pulled on an angle from the line and spread so as to continually roll the material toward the operator and not overflow or "spill" on its forward edge away from the operator. After each coat has dried, any ridges shall be removed with scrapers.
 - ii. Install second reinforcement of secondary backing between coats. There shall be four (4) or more applications of surfacer, the exact required number of these applications being controlled by the quantity of material herein specified as follows:
 - The total amount of surfacer shall be not less than fifty (50) gallons per thousand (1,000) square feet. After the first application of surfacer has dried and been rolled, the entire court surface shall be flooded with water. The outlines of all areas where water stands more than 1/8" deep shall be chalk-marked and filled with Carpet Coat surfacer mix.
4. Apply Acrylic Recreational Surfacing as specified herein.

C. Installation of Surface Leveling Course

1. Flood surface and mark low areas. Level low areas using a straight edge. Flood and fill low surfaces with and repeat leveling procedure. Continue application until entire surface is a continuous plane.
2. The mix for the straight edge applications shall be a combination of materials, as specified, with sufficient water to make a workable free flowing mix. Mixing can be accomplished by either a concrete or motor mechanical mixer.
3. After this leveling course has cured, scrape off any ridges or excess material at joints.
4. The finished surface course shall not vary more than 1/8-inch as measured with a 10-foot straight edge. Any minor depressions or damage areas shall be filled to grade.

D. Refinement Course

1. The total amount of resurfacer shall not be less than twenty (20) gallons per thousand (1,000) square feet of undiluted material. Method of application shall be in strict accordance with the manufacturer's instructions.
2. The material shall be applied to entire court surface by pouring from a can or a wheeled container to continuous parallel lines and spreading immediately with a rubber-faced squeegee. The squeegee or brooms shall be pulled on an angle from the line and spread so as to continually roll the material toward the operator and not overflow or "spill" on its forward edge away from the operator. After each coat has dried, any ridges shall be removed with scrapers.
3. There shall be two or three applications of resurfacer until all areas of repair do not shadow through the surface.
4. After the first application of the refinement course has dried, the entire court surface shall be flooded with water. The outlines of all areas where water stands more than 1/8-inch deep shall be chalk-marked. The depressions shall be filled with acrylic patching compound, leveled with straightedge.

5. The completed and rolled surfacer shall not vary more than 1/8-inch from a 10-foot straightedge and shall be smooth and uniform in texture. One hour after flooding, no puddle deeper than 1/8-inch after one hour of good drying conditions will be acceptable.

E. Final Surface Color Sealer Coat

1. After the refinement course application has been completed and allowed to cure, the final surface color sealer coats shall be applied in three (3) applications. Method of application shall be in strict accordance with manufacturer's instructions. Contractor shall install a test section prior to production sealant. Acrylic tennis surfacing test section shall be as approved by City.
 - i. Three squeegee applications of acrylic tennis surfacing material. Minimum amount of undiluted material to be applied is seventeen (17) gallons per thousand (1,000) square feet.
2. The finished surface shall be smooth, free of ridges, valleys and tool marks and provide a medium speed of play rating of 35, according to International Tennis Federation testing.
3. Color of Courts: Blue playing surface with green borders.

F. Playing Lines

1. Install playing lines on clean surfacing per USTA standards. Playing lines shall be accurately located and marked by snapping chalked line on the court surface. Excess adhesives or paint over-spray or tracking onto unmarked areas shall be removed.
2. Tennis Court lines shall be painted with white and shall be two inches (2") wide, straight and true.

G. Traffic

1. The areas shall be protected from traffic during all operations and shall not be opened for use for at least 24 hours after the finished surface has dried completely.

H. Equipment Installation

1. Install tennis post, nets and anchors in accordance with USTA requirements.

I. Cleanup

1. All splatter shall be removed from fencing, paving, and equipment before acceptance.
2. At completion, leave project clean and ready for use.
 - i. Legally dispose of waste materials, debris, and rubbish off the site.
 - ii. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed and semi-exposed surfaces.
 - iii. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
 - iv. Broom clean paved surfaces, rake clean planting areas and other surfaces of grounds.

MEASUREMENT AND PAYMENT-- The contract lump sum price paid for “**Tennis Court Repair (Slip Sheet Overlay)**” shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved as specified in this section.

Jade Street Park
4400 Jade Street

Exhibit A



1 inch = 150 feet

City of Capitola

Jade Street Park
4400 Jade Street

Exhibit B



1 inch = 30 feet



Exhibit C



Court 1a

Exhibit C



Court 1b

A photograph of an outdoor tennis court. The court surface is split into two colors: a dark green on the left and a light tan on the right. A prominent, jagged crack runs vertically down the center of the court, starting from the net and extending to the bottom edge of the frame. White lines mark the court boundaries. In the background, a chain-link fence and a building are visible. The text "Exhibit C" is printed in the top right corner.

Exhibit C

Court 2a

Exhibit C



Court 3a

Exhibit C



Court 3b

A photograph of a tennis court. The court surface is dark blue with white lines. A black tennis net is visible at the top, with a red and yellow striped top edge. The text "Exhibit C" is printed in the upper right corner.

Exhibit C

Court 4a

Exhibit C



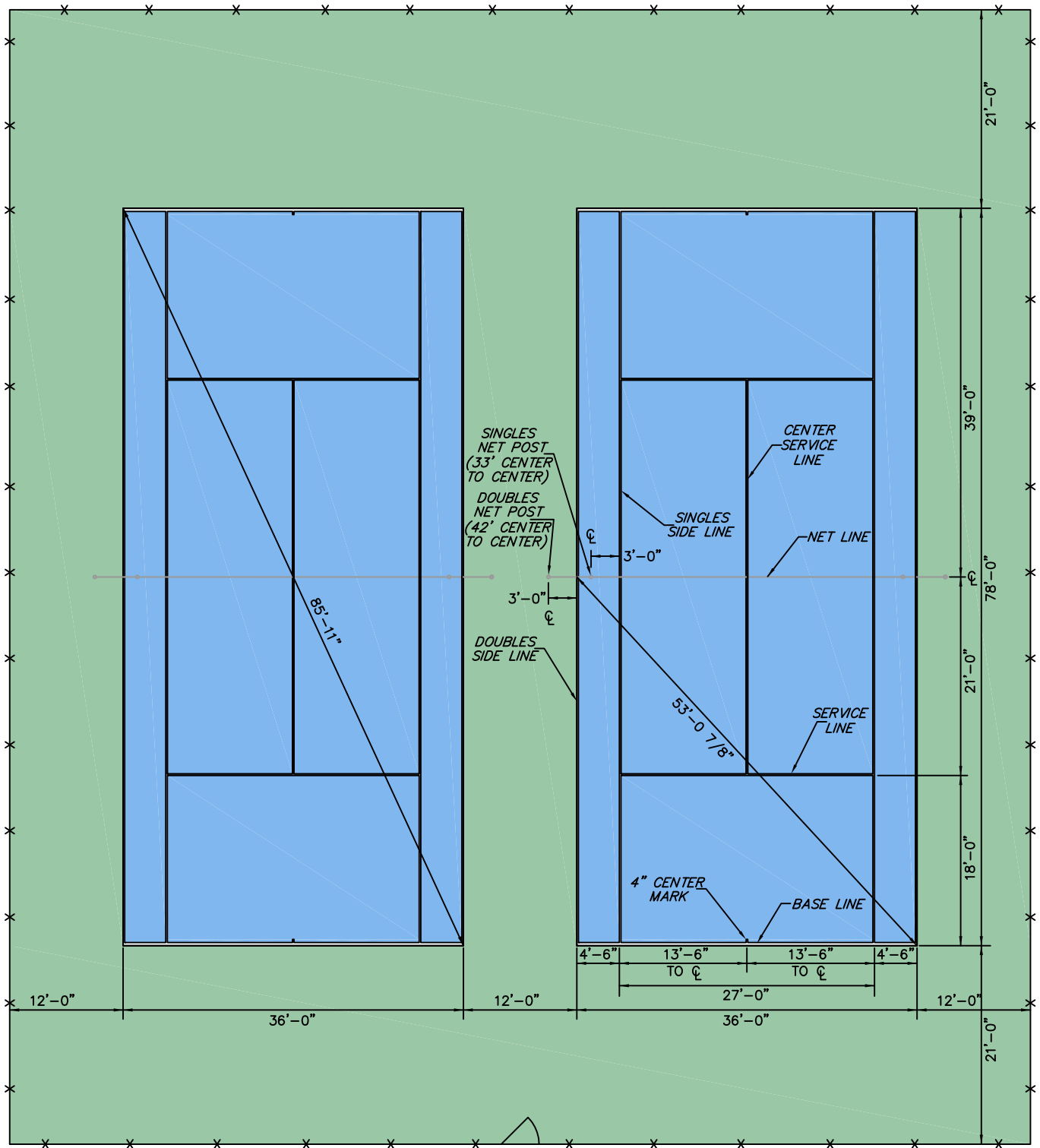
Court 4b

Exhibit C



Court 4c

Exhibit D



2 COURT LAYOUT

NOTES:

1. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE PLAYING LINES, WITH THE EXCEPTION OF THE CENTER LINES WHICH ARE MEASURED OUT TO CENTER.
2. THE CENTER SERVICE LINE AND CENTER MARKS SHALL BE 2 INCHES WIDE. OTHER LINES SHALL BE BETWEEN 1" AND 2" WIDE, EXCEPT THE BASE LINES MAY BE UP TO 4 INCHES WIDE.

78 FOOT TENNIS

TYPICAL STRIPING PLAN

NOVEMBER 4, 2010

