



CHICO AREA RECREATION AND PARK DISTRICT

PROJECT MANUAL

RESURFACING TENNIS COURTS *COMMUNITY PARK, 1900 DR. MARTIN LUTHER KING JR. PKWY. CHICO, CA 95928*

For use in connection with:

- 1. State of California
Department of Transportation
Standard Specifications 2010*

Prepared By or Under the Supervision of:

*Robin Kampmann, PE RCE 73943
License Expiration Date: June 30, 2019*



Bid Open Date: March 8, 2018 @ 4:00 p.m.

**FOR INFORMATION PURPOSES ONLY.
THIS IS NOT PART OF THE CONTRACT
DOCUMENT**

WHEN SUBMITTING YOUR BID, PLEASE SUBMIT
ONLY:

1. All PF pages from the set of specifications.
2. All addenda (if there are any).
3. Bidder's bond.

IT IS NOT NECESSARY TO SUBMIT THE ENTIRE SET OF SPECIFICATIONS. PLEASE KEEP THE REMAINDER OF SET FOR YOUR INFORMATION.

Proposal shall be submitted in a sealed envelope plainly marked on the outside with project name, bid opening date, and time of bid opening.

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I. NOTICE TO CONTRACTORS – REQUEST FOR BIDS

A. INTRODUCTION

The Chico Area Recreation and Park District, herein referred to as CARD, solicits interested and qualified contractors to submit bids for entering into an agreement for the purpose of resurfacing the Community Park Tennis Courts located at 1900 Dr. Martin Luther King Jr. Parkway in Chico, CA.

B. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR BID

1. All bidders shall inspect the work site and conduct a field verification of the scope of work.
2. A pre-bid meeting will be held on Thursday March 1, 2018 at 11:00am at the site. Attendance to this meeting is non-mandatory.
3. Sealed submittals, in three (3) separate envelopes marked "RESURFACING TENNIS COURTS AT COMMUNITY PARK" (one (1) copy shall be marked "original") must be received no later than 4:00 PM Local Time Prevailing on Mach 8, 2018 at:

Chico Area Recreation and Park District
545 Vallombrosa Ave.
Chico, CA 95926

4. Bidders instruction, specifications and/or plans for this project may be downloaded from www.CIPLIST.com or a hard copy may be purchased at Ellis A&E Reprographic Supplies and Services, 3035 Esplanade, Chico CA 95973.
5. Bidders may only submit their bids on proposal forms provided by CARD. **Bids must be submitted in sealed envelopes plainly marked on their outside with the project title, contractors name, the bid opening date and bid opening time.** Each bid must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the Chico Area Recreation and Park District in an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder whom the contract is awarded fail to enter into the contract.
6. Time is of the essence and any bid or addenda pertaining thereto received after the announced time and date for submittals, whether by mail or otherwise, will be rejected. It is the sole responsibility of the bidder for ensuring that their bids are received by CARD before the deadline indicated in the specifications. Bids and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this Request for Bids ("RFB") precludes CARD from requesting additional information at any time during the procurement process.
7. If you are an individual with a disability and require a reasonable accommodation, please notify CARD at (530) 895-4711, three (3) working days prior to need.
8. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible contractors are encouraged to submit bids.

9. Selection may be made of one or more bidders deemed to be fully qualified and best suited among those submitting bids, on the basis of the factors involved in the RFB, including price if so stated in the Request for Bid.

Negotiations may then be conducted with the bidders so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the bidders so selected, CARD shall select the bidder which, in its opinion, has made the best responsive bid and award the contract to that bidder.

10. Information and/or factors gathered during interviews, negotiations, reference checks, and any other information or factors deemed relevant by CARD, shall be utilized in the final award. The final award of a contract is subject to approval by the Chico Area Recreation and Park District's Board of Directors.
11. Prevailing Wages: Bidders are hereby notified that pursuant to the provisions of Section 1720-1861 et. seq. of the State of California Labor Code, the Director of the State Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of workman needed, applicable as of the date of the Bid Advertisement, copies of which may be obtained online through the Department of Labor Statistics at <http://www.dir.ca.gov/dlsr/pwd> or at the CARD Office if any interested party, and in the case of a contract, a copy will be posted at the job site.
12. In conjunction with all other Labor Code provisions, special attention is made to Labor Code §§ 1771.1 which has been recently changed to require registration of contractors and subcontractors to be eligible for bidding, as follows:

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Contractor and subcontractors are directed to the Department of Industrial Relations website for further information and online registration information; <http://www.dir.ca.gov/Public-Works/PublicWorks.html>
13. In accordance with Labor Code §§ 1771.4, all Certified Payroll Records must be submitted electronically to the Department of Industrial Relations in addition to original hard copies to the Owner; <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>
14. Any bid submitted MUST include the Signature Sheet which has been signed by an individual authorized to bind the bid. All bids submitted without such signature may be deemed non-responsive.

II. GENERAL PROVISIONS

A. SELECTED TERMS AND CONDITIONS OF THE CONTRACT

1. CONTRACTORS SUBMITTING BIDS MUST BE REGISTERED AS A CONTRACTOR WITH THE STATE OF CALIFORNIA:
2. ADDITIONAL INFORMATION REQUESTED: Please indicate if your company has been cited and/or fined within the last five (5) years by any Federal, State or Local regulatory agency. If so, please provide the following information:
 - A. Date
 - B. Identity of the agency issuing the citation of fine
 - C. Description of the violation
 - D. Final rulings of agency
3. NONDISCRIMINATION CLAUSE: The company which is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight, or marital status.
4. INDEMNIFICATION AND HOLD HARMLESS: The company which is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the CARD and its elected and appointed officers, employees, servants and agents from any and all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that CARD and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement or the performance or lack of performance of those obligations on the part of the Contractor to be performed under the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to CARD, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.
5. INSURANCE: The vendor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of California and have a minimum A. M. Best Company's Insurance Reports rating of A or A- (Excellent).
 - A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of California.
 - B. Commercial General Liability Insurance on an "Occurrence Basis" with limits

of liability not less than \$2,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or equivalent.

- C. Motor Vehicle Liability Insurance, including California No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
 - D. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": CARD, any and all of its elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
 - E. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Chico Area Recreation and Park District 545 Vallombrosa Ave., Chico CA 95926, Attention: Ann Willmann.
 - F. Proof of Insurance - The vendor shall provide to CARD at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
6. RIGHT OF REJECTION: CARD reserves the right to reject any or all bids, to waive any informalities or irregularities in bids, and/or to negotiate separately the terms and conditions of all or any part of the bids as determined to be in CARD's best interests at its sole discretion.
7. STANDARD FORMS: Any preprinted contract form(s) the vendor proposes to include as part of the contract resulting from this bid must be submitted as part of the bid. Any standard contract provisions not submitted as part of the bid and subsequently presented for inclusion may be rejected. CARD reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by card be utilized.
8. ADVICE OF OMISSION OR MISSTATEMENT: In the event it is evident to a vendor responding to this RFB that CARD has omitted or misstated a material requirement to this RFB and/or the services required by this RFB, the responding vendor shall advise Ann Willmann, General Manager at (530) 895-4711 of such omission or misstatement.
9. COST OF PREPARATION: CARD will not pay any costs incurred in the bid preparation, printing or demonstration process. All costs shall be borne by the

vendors.

10. NOTIFICATION OF WITHDRAWAL OF BID: Bids may be modified or withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the vendors. Bids submitted will become the property of CARD after the bid submission deadline.
11. APPLICABLE LAW AND VENUE: The agreement resulting from this RFB shall be construed according to the laws of the State of California. CARD and vendors agree that the venue for any legal action under this agreement shall be the County of Butte, State of California.
12. COMPLIANCE WITH THE LAW: Vendors shall render the services to be provided pursuant to this agreement in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
13. RIGHTS TO PERTINENT MATERIALS: All responses, inquires, and correspondence relating to this RFB and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the bid shall become the property of CARD after the bid submission deadline.
14. CONFIDENTIALITY OF DOCUMENTS: Submitted responses to the RFB shall be deemed confidential during the evaluation process. Vendor's bid will not be available for review by anyone other than the CARD's Evaluation Team or its designated agents within the limits of CARD's public disclosure requirements.
15. PRE-OPENING INQUIRES/RESPONSE: Any explanation desired by a prospective vendor regarding the meaning or interpretation of a Request for Sealed Bids and any attachment(s) must be requested in writing and presented to CARD. Written requests may be mailed or e-mailed to annw@chicorec.com. All requests for explanation or information must be received by Monday March 5, 2018 at 4:00pm. All responses shall be in writing and shall be furnished to all prospective vendors as an amendment to the RFB. Receipt of all amendments shall be acknowledged upon the bid by attachment thereto at the time of submission of bid. All amendments shall be signed and dated by the vendor. No oral explanation or instruction of any kind or nature whatsoever - given before the award of a contract to a bidder - shall be binding.
16. BOND REQUIREMENTS: Any proposal, if awarded, will be required to provide 100% of the contract amount coverage in a Performance Bond and Payment Bond. Such Bond must be with surety companies satisfactory to CARD and who are listed in the Federal Register as published by the U.S. Department of Treasury under the most recently revised Circular. In addition, each surety company shall be admitted and licensed to do business in the State of California and have a minimum A.M. Best Company's Insurance Report Rating of A or A- (Excellent.)
17. COMPLETION OF WORK: The Contractor shall begin work as soon as possible after receiving a notice to proceed from CARD and shall diligently prosecute the same to completion before the expiration of 25 working days from the date of said

NOTICE TO PROCEED. Working days include Monday thru Friday *between 7 a.m. and 7 p.m.* excluding Holidays.

18. CHANGES IN WORK:

District Right to Direct Changes - CARD, at any time by written order, may make Changes within the general scope of the work under the Contract Documents or issue additional instructions, require additional work or direct deletion of work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from CARD. CARD's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Changes to the work depicted or described in the drawing or these specifications shall be subject to approval by the engineer.

Contractor Notice of Oral Order of Change in Work – Any oral order, direction, instruction, interpretation, or determination from CARD which in the opinion of the Contractor causes any change to the scope of the work, or otherwise requires and adjustment to the Contract Price or the Contract Time, shall be treated as a Change in Work only if the Contractor gives CARD written notice, on supplied change order form, within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that CARD can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instruction, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction interpretation or determination shall not be treated as a Change and the Contractor hereby waives and claim for any adjustment to the Contract Price or the Contract Time on account thereof.

Contractor Submittal of Data – Within ten (10) days after receipt of a written order directing a Change in the work or furnishing the written notice regarding any oral order directing a Change in work, the Contractor shall submit to CARD a detailed written statement, on the supplied change order form, setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. The Contractor's strict compliance with the foregoing is an express condition precedent to any right of the Contractor to adjustment of Contract Time or the Contract Price on account of Changes to work. No claim or adjustment to the Contract Price or the Contract Time shall be allowed

if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made.

Adjustment to Contract Price and Contract Time on Account of Changes to the Work – Adjustments to the Contract Price due to Changes in the work shall be determined by the application of one of the following methods, in the following order of priority:

1. Mutual Agreement – By negotiation and mutual agreement, on a lump sum basis, between CARD and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Within ten (10) days after issuance of the written directive of CARD directing or authorizing the Contract to commence with a Change to the work, the Contractor shall deliver to CARD a detailed cost breakdown of the estimate of increase or decrease in costs directly associated with performance of the Change along with supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing shall be in sufficient detail and in such form as to allow CARD to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of CARD for such estimate. If the Contractor fails or refuses to deliver to CARD the Contractor Change Order Data, the Contractor shall be deemed to have waived any right to object to CARD's determination of the extent of adjustment of the Contract Time of the Contract Price, provided that such determination is reasonable under the circumstances. In such event CARD's determination shall be final, binding and conclusive on the Contractor.
2. Determination by CARD – CARD, whether or not negotiations are initiated pursuant to the Mutual Agreement above, based upon actual and necessary costs incurred by the Contractor as determined by CARD on the basis of the Contractor's records. In the event that the procedure set forth in the article is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the work, promptly upon determining the extent of adjustment to the Contract Price, CARD shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted CARD's determination of the amount of adjustment to the Contract price on account of the Change to the work unless Contractor shall notify CARD in writing, not more that fifteen (15) days from the date of CARD's written notice, of any objection to CARD's determination. Failure of the Contractor to timely notify CARD of the Contractors objections to the CARD's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of CARD's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to CARD's determination.

Basis for Adjustment of Contract Price – If Changes in the work require and adjustment of the Contract Price pursuant to adjustments listed above, the basis of adjustment for the Contract Price shall be as follows:

1. Labor – Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for the labor shall not exceed the prevailing wage rates in the locality of the site and shall be in the labor classifications necessary for the performance of the Change. Use of labor classification which would increase labor costs associated with any Change shall not be permitted.
2. Materials and Equipment – Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the work and delivery to the site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to CARD. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or part by the Contractor, compensation therefore shall not exceed the current wholesale price for such materials or equipment. If, in reasonable opinion of CARD the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such from its supplier or vendor, the cost of such materials and/or equipment and CARD obligation for payment of the same shall be limited to the lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. CARD may elect to furnish materials and/or equipment for Changes, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.
3. Construction Equipment – Contractor shall be compensated for the actual cost of the necessary and direct use of construction equipment in the performance of Changes of work. Use of such construction equipment in the performance of Changes to the work shall be compensated in increments of fifteen (15) minutes. Rental time for construction equipment moved by its own power shall include time required to move such equipment to the site of the work from the nearest available rental source of the same. If construction equipment is not moved to the site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the construction equipment

is used for performance of any portion of the work other than changes to the work. Unless prior approval in writing is obtained by CARD, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for construction equipment or tools used in the performance of Changes to the work where such construction equipment or tools have a replacement value of One Thousand Dollars (\$1,000.00) or less. Construction equipment costs claimed by the Contractor in connection with the performance of any Change to the work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by CARD, the allowable rate for the use of construction equipment in connection with Changes to the work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the construction equipment operator), and any all other costs incurred by the Contractor incidental to the use of such construction equipment.

4. Mark-up on Costs of Changes to the Work - In determining the cost to CARD and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed 15 percent, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the work. If a Change to the work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work.
5. Contractor Maintenance of Records - In the event that Contractor shall be directed to perform any Changes to the Work pursuant to the District Right to Direct Changes or the Contractor Notice of Oral Order of Change in the Work, or should the Contractor encounter conditions which the Contractor, pursuant to the Contractor Notice of Changes, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records itemizing each element of costs along with substantiating evidence of costs incurred on a daily basis. Such records shall include without limitation hourly records for labor and construction equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the work. In the event that more than one Change to the work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, construction

equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, and complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by CARD upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, CARD's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

Adjustment to Contract Time - In the event of any Change(s) to the Work pursuant to this Article, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which CARD is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and CARD at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

Addition or Deletion of Alternate Bid Item(s) - If the Bid for the Work includes a proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, CARD may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted to the extent that the addition or deletion of an Alternate Bid Item actually affects Work on the critical path of the Progress

Schedule as of the date of the upon which an Alternate Bid Item is added to or deleted from the Work.

Change Orders - If the CARD approves of a Change, a written Change Order prepared by the Engineer on behalf of the CARD shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of CARD which may be granted or withheld in the sole and exclusive discretion of CARD, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of CARD, shall not be binding upon CARD; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by CARD, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of CARD to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Engineer; such approval and ratification of such Change Order shall not be deemed CARD's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

Contractor Notice of Changes - If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates CARD to increase the Contract Price or to extend the Contract Time, the Contractor shall notify CARD in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. CARD shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the CARD. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that CARD can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the CARD's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the

Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the CARD determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article, any such adjustment shall be determined in accordance with the provisions of this section.

Disputed Changes - In the event of any dispute or disagreement between the Contractor and CARD regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

Unauthorized Changes - Any Work beyond the extent of Work shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to CARD in the manner and within the time set forth in this section shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of CARD to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

19. MEASUREMENT AND PAYMENT:

Partial Payment: Once a month the Contractor will submit to CARD a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as CARD may reasonably require. Prevailing wage certified payroll must be submitted with the partial payment estimate. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, such as paid invoices, or other written evidence satisfactory to CARD; as will establish CARD title to the material and equipment and protect CARD's interest therein, including applicable insurance. CARD will, within thirty (30) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate.

Final Payment: Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such

sums as may be lawfully retained by CARD, shall be paid to the Contractor thirty (30) days after the timely recording of a Notice of Completion, or within ninety (90) days after completion and acceptance of the WORK, whichever is earlier.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release CARD and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

B. PROJECT DESCRIPTION

CARD solicits interested and qualified contractors to submit bids for entering into an agreement for the purpose of resurfacing the Community Park Tennis Courts located at 1900 Dr. Martin Luther King Jr. Parkway in Chico, CA. Resurfacing of the courts includes preparing the existing court surface, repairing cracks, leveling depressions, resurfacing the courts, new striping for tennis and pickleball courts, and installation of new fencing.

Work required under this solicitation includes supplying all material and labor for the resurfacing of the tennis courts including crack repair and restriping of the courts as specified in Attachments A - D.

III. SPECIAL PROVISIONS

A. DEFINITIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details of the specifications entitled State of California, Department of Transportation, Standard Specifications dated May 2010 and as revised, which specifications are hereinafter referred to as the Standard Specifications, and the City of Chico and Improvement Standards, insofar as the same may apply, and in accordance with the following special provisions.

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

CARD – Chico Area Recreation and Parks District (CARD) or its authorized agents.

Engineer - Engineer at NorthStar or his or her authorized agents.

Contract Officer – Ann Willmann of CARD or her authorized agents.

Other terms appearing in the Standard Specifications, the General Provisions, and these Special Provisions, shall have the intent and meaning specified in Section 1-1.07, Definitions of the Standard Specifications.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

B. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each proposal shall have listed therein the name and address of each subcontractor, the associated bid item numbers, and the dollar value of the subcontractors work to whom the bidder proposes to subcontract portions of the work, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The list shall include all subcontractors regardless of the value of the subcontract amount. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal. If there will be no subcontractors, enter "None" on the subcontractor's listing sheet.

C. EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within **eight (8)** days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the CARD until the execution of the contract.

Failure to execute a contract and file acceptable bonds, as provided herein within **eight (8)** days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

D. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work as soon as possible after receiving a notice to proceed from CARD and shall diligently prosecute the same to completion before the expiration of

PRIMARY BID: 25 WORKING DAYS

from the date of said NOTICE TO PROCEED. Working days include Monday thru Friday *between 7 a.m. and 7 p.m.*, excluding Holidays.

E. REGULATORY REQUIREMENTS

- A. Conform to all applicable codes for resurfacing of tennis courts.
- B. The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- C. If applicable, the Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work specified herein.
- D. The Contractor's employees shall wear appropriate safety gear, uniforms, and footwear that comply with all legal requirements including, but not limited to, OSHA (Occupational Safety and Health Administration) requirements.
- E. The Contractor shall comply with all applicable federal, state, and local air pollution control laws and regulations.

F. USE OF PREMISES

The Contractor is to repair or replace to the full satisfaction of CARD, or reimburse for damages caused by the Contractor, as a result of the performance of the work

specified herein.

A staging and equipment storage area will be provided and location will be specified by CARD. Contractor shall place temporary fencing around the perimeter of the staging and storage area.

During the progress of the work specified herein, the Contractor shall keep the premises free from the accumulation of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment, machinery, and surplus materials. The Contractor shall leave the site clean and ready for use by CARD.

G. DAILY WORK HOURS

The Contractor shall restrict his work hours on all Project related work to *between 7 a.m. and 7 p.m. daily, excluding holidays*. The restriction shall include all associated move on, set up, equipment and material delivery, and other project activities not strictly related to the daily progress of the project.

H. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary protection to prevent injury to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

I. CONSTRUCTION PROCEDURES AND DETAILED ORDER OF WORK

The order of work shall be determined by the Contractor and approved by the Contract Officer.

The Contractor shall submit a construction schedule to the Contract Officer for review and approval prior to starting any contract work.

1. UNDERGROUND FACILITIES

NOTICE IS HEREBY GIVEN THAT there may be underground water, gas, telephone, electric, irrigation, storm drain, septic lines, and other utility pipes buried in the project areas. This project does not include any ground disturbance or underground improvements therefore it is not anticipated to have any conflicts with the underground facilities.

Prior to the start of construction the Contractor shall be responsible for contacting all utility companies and/or utility district, and the City of Chico as to the location of all underground facilities. The Contractor shall be responsible for the location of all underground facilities or other buried objects which may be encountered, but which are not shown on the plans. (Call USA at least 48 hours prior to the start of construction at (1-800-642-2444).

Measurement and Payment: Any cost in locating underground facilities shall be considered as included in the cost of other items of the contract and no additional compensation will be allowed.

2. MATERIALS

The Contractor shall furnish for use under these Technical Specifications all materials required to complete the attached contract. Only materials conforming to the specifications shall be incorporated in the work.

CARD's Contract Officer shall have the right to obtain samples of all materials to be used in the work and to test such samples for specification compliance. CARD reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. CARD shall also have the right to inspect sources of materials to be used in the work to verify workmanlike procedures used by the materials supplier. If any portion of work doesn't pass testing, it shall be retested after the Contractor feels he has remedied the deficiency. The Contractor will pay for all re-testing.

No contract change orders will be authorized without prior approval from the contract officer.

3. AIR AND WATER POLLUTION CONTROL AND DUST CONTROL

The Contractor's attention is directed to Standard Specifications, Section 7 "Legal Relations and Responsibilities," Section 13 "Water Pollution and Control," Section 14 "Environmental Stewardship" sub-sections 14-9.02 "Air Pollution Control," 14-9.03 "Dust Control", 14-10 "Solid Waste Disposal and Recycling," and Section 21 "Erosion Control" for requirements related to air and water pollution control and dust control. The Contractor shall abide by the following regarding the control of dust and erosion:

1. Construction equipment exhaust emission shall not exceed Butte County Air Quality Management District Rule 202 "Visible Emission" limitations.
2. All heavy construction equipment and all stationary noise sources (such as diesel generators) shall be in good working order and have manufacturer installed mufflers.
3. Equipment warm-up areas, water tanks and equipment storage areas shall be located in an area as far away from existing residences as feasible.

Measurement and Payment: Compensation for providing air pollution control, dust control and noise control shall be included in the prices paid for other items of work in the contract, no additional payment shall be made.

4. MAINTENANCE AND CONTROL OF TRAFFIC

Description of Work: The Community Park Tennis Courts will be closed to the public at the time of resurfacing.

It is not anticipated that any roadway obstructions will be necessary to complete the resurfacing project. If roadway obstruction is necessary the Contractor shall supply at his own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with provisions of Section 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the Standard Specifications, and as ordered by the County, necessary to provide a satisfactory level of safety.

Personal vehicles of the Contractor's employees shall be parked legally adjacent to the project and shall not obstruct traffic on adjacent roadways/parking area.

During Contractor non-working hours all traveled lanes shall remain open.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Measurement and Payment: Full compensation for Maintenance and Control of Traffic (including signs) shall be considered as included in the prices paid for other items of work in the contract, no additional payment shall be made

5. CLEAN UP

The Contractor shall clean up the jobsite prior to acceptance of the work. This includes but is not limited to all dirt, spoils, debris, excess materials, and other items. All items shall be removed and the entire site shall present a clean, workmanlike appearance.

Measurement and Payment: Full compensation for cleanup shall be considered as included in the prices paid for other items of work in the contract, no additional payment shall be made.

6. COURT RESURFACING

Description of Work: The Community Park Tennis Courts resurfacing shall consist of preparing existing court surfaces, repairing existing cracks, leveling depressions and bird baths, resurfacing courts with an acrylic resurfacer, applying a 2-coat color coating and striping for new tennis courts and pickleball courts. The existing tennis net and post on court #2 will be removed by the owner and 4 new pickleball nets with posts will be installed prior to the start of this project.

1. Preparing the courts:

Remove and store nets and posts.

Scrape and clean entire court surface area including removing debris and/or vegetation from all structural cracks and around fence post footers. All loose dirt and debris shall be cleaned from the court surface utilizing commercial

grade mechanical air blowing equipment.

The entire court area including any cracks down to the stone layer shall be cleaned by using an industrial grade hot water pressure wash system to remove stains, loose paint, and other contaminants from the surface and crack areas.

NOTE: After removing all debris and dirt from the cracks and using the pressure washer to thoroughly clean out the cracks, allow 24 to 48 hours without any rain for the cracks to dry out before filling them.

2. Crack Repair and Leveling

Fill all cracks large enough to accept the edge of a nickel within the tennis court playing area with crack patch. The mixing and application of all materials to be used for sealing the cracks shall be performed in accordance with manufacturer's latest written specifications. Any excess compound on the surface of the tennis courts shall be removed immediately. Sufficient compound shall be applied into cracks, so that upon completion of the stated work, the surface of the compound will be flush with the existing tennis court surface. If the compound subsides to a level below the surface of the court, addition application(s) shall be made immediately after settling and curing of the compound from the previous application. All repairs need to be sanded down and surface area cleaned prior to installation of crack repair system.

Crack patch material shall be high strength acrylic cement modifier designed for filling cracks and shall conform to the latest specifications distributed by the approved companies listed in this section.

Depressions holding enough water to cover a nickel shall be filled with a leveling compound. The Contractor shall flood all the courts and then allow draining. Define and mark all area holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water to 1 part patch binder. Allow tack coat to dry completely. Spread patch binder true to grade using a straight edge (never a squeegee). Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to the mix; however light misting on surface and edges to feather in is allowed as needed to maintain workability. Allow to dry thoroughly and cure. Sand and smooth area of all rough textures, and recoat according to manufacturer's latest instructions.

Leveling compound shall be acrylic leveling compound mixed onsite in accordance with the latest specifications distributed by the approved companies listed in this section.

Install Riteway crack repair, Guardian crack repair, or approved equal over structural cracks within the play area in accordance with the latest specifications distributed by the approved companies listed in this section. Structural cracks are cracks which penetrate into the pavement often occurring

in long straight or irregular lines. NOTE: Contractor shall be an authorized installer of selected repair product.

3. Adhesion Promoter

Apply adhesion promoter over entire concrete surface in accordance with the latest specifications distributed by the approved companies listed in this section.

4. Acrylic Resurfacer

Apply resurfacer course to provide smooth underlayment for application of color coating.

1. Apply 1 coat on existing surfaces with minimal repairs.
2. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.

The resurfacer shall be mixed to provide a consistent homogeneous mixture. It shall be applied to the entire court area using a 30-inch rubber-tipped squeegee. After each application has cured, any ridges shall be removed with scrapers.

Resurfacer shall be an acrylic resurfacer for tennis courts that conforms to the latest specifications as distributed by the approved companies listed in this section.

5. Color Coating

Apply 2 coats of color coating to prepared surfaces in accordance with the manufacturer's latest instructions. The court area shall be blue and the perimeter shall be light green. Contractor shall furnish color swatches to owner for approval prior to ordering color coating.

Each coat shall be thoroughly dry before applying the next coat. The entire surface shall be checked for bumps and ridges and the entire area shall be scraped smooth and the surface cleaned of loose debris between each application.

Color coating system shall conform to the latest specifications as distributed by the approved companies listed in this section.

6. Playing Lines

Playing lines for Tennis: 6 courts shall receive playing lines for tennis.

After the final application of color coating has thoroughly dried, 2-inch wide

white playing lines shall be accurately laid out, taped, and hand painted with white marking paint. Ragged lines will not be accepted. Tennis court line orientation shall match existing layout. The playing lines shall be installed in accordance with the regulations of the U.S. Tennis Association, See Attachment B for court layout.

Playing lines for Pickleball: Court #1 and Court #2, as shown in Attachment A & D, shall receive playing lines for pickleball, a total of 8 pickleball courts.

After the final application of color coating has thoroughly dried, 2-inch wide white playing lines shall be accurately laid out, taped, and hand painted with white marking paint. Ragged lines will not be accepted. Pickleball court line orientation shall match existing layout. The playing lines shall be installed in accordance with the regulations of the U.S.A. Pickleball Association guidelines, See Attachment C for court layout.

White line paint shall conform to the latest specifications as distributed by the approved companies listed in this section.

7. Finishing

Remove all containers and other debris from the site.

After a minimum of 24 hours curing time after last application of paint, reinstall all nets and posts.

8. Approved manufacturers

Manufacturing of the crack filler, crack repair system, prime coat, leveling course, adhesion promoter, resurfacer, acrylic color and playing lines shall conform to the latest specifications as distributed by the following approved companies, or approved equivalent:

Advantage Sport Coatings

5201 Brighton
Kansas City, MO. 64130
(800) 821-8549

Guardian Crack Repair System

4051 North Point Road
Baltimore, MD. 21222
(800) 458-4675

RiteWay Tennis Products

4 Sycamore Way
Branford, CT 06405
(877) 5-RITEWAY

Laykold Sport and Recreational Surfaces by Advance Polymer Technology

109 Conica Lane
P.O. Box 160
Harmony, PA, 16037
(724) 452-1330

TPS Coatings by Hellas Construction, Inc.
12710 Research Blvd.
Austin, TX 78759
(512) 250-2910

World Class Athletic Surfaces
817 North Broad Street
P.O. Box Drawer 152
Leland, MS 38756
(800) 748-9649

SportMaster Sport Surfaces
P.O. Box 2277
Sandusky, OH 44870
(800) 395-7325

Nova Sports USA, Inc.
6 Industrial Road, Building #2
Milford, MA 01757
(508) 473-6540

Measurement and Payment: Crack Repair shall be measured on a lump sum basis. Resurfacing shall be measured by the square foot. Pickleball Play Lines and Tennis Court Play Lines shall be measured per each court.

The per lump sum contract price paid for Crack Repair shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in repairing cracks on the courts, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Contract Officer. The square foot contract price paid for Resurfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cleaning courts, leveling depressions, applying adhesion promoter, and applying color coating, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Contract Officer. The per each court contract price paid for Pickleball Play Lines and Tennis Court Play Lines shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in marking and painting Pickleball Play Lines and Tennis Court Play Lines, as shown on the plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Contract Officer.

7. CHAIN LINK FENCING

Description of Work: The installation of chain link fencing shall consist of the installation of the new 4' tall divider fence and the extension of the existing 2'-10"

tall fence to a total height of 12' tall as shown on Attachment D. Chain link fencing shall conform to the provisions in Section 80-3, "Chain Link Fences", of the Standard Specification and these Special Provisions.

Fence post for the new divider fence shall be galvanized and 2.5" in diameter. Extension post shall match the diameter of the existing post.

New fencing shall be installed prior to crack repair and resurfacing of the courts.

Measurement and Payment: Chain link fencing shall be measured by the lineal foot. The lineal foot contract price paid for chain link fencing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals as specified in the Standard Specifications and these Special Provisions.

END OF SECTION

1 **CHICO AREA RECREATION AND PARK DISTRICT**
2 **CONTRACT - ENGINEERING PROJECT**
3 CARD / _____
4 (Contractor)

5
6 Tennis Court Resurfacing at Community Park
7 (Project Title)

8 THIS CONTRACT is executed this ____ day of _____, 2018, between the CHICO
9 AREA RECREATION AND PARK DISTRICT, hereinafter called "CARD", and
10 _____, a(n) (individual), (partnership), (corporation), (enter as appropriate)
11 hereinafter called "Contractor".

12 ARTICLE I - WITNESSETH, that for and in consideration of the payments and agreements
13 hereinafter mentioned, to be made and performed by CARD, Contractor hereby agrees to, at its own
14 proper cost and expense, do all the work and furnish all labor and materials necessary to complete in a
15 good, workmanlike and substantial manner, the public work indicated above and described in the
16 documents listed below and made a part of this Contract by reference thereto, and the same as though
17 set forth herein. Said documents are more fully described as follows:

- 18 1. NOTICE TO CONTRACTORS
- 19 2. GENERAL PROVISIONS
- 20 3. SPECIAL PROVISIONS
- 21 4. PROPOSAL dated _____
- 22 5. ATTACHMENTS

23 Said public work is located at 1900 Dr. Martin Luther King Jr. Parkway, Chico, County of Butte, State of
24 California.

25 A requirement shown in any of said documents is as binding as though occurring in all. They
26 are intended to be coordinated and to describe and provide for a complete work. Should it appear that
27 the work to be done or any of the matters relative thereto are not sufficiently explained in said
28 documents or should any of said documents appear to be conflicting, the Contractor shall apply to the
CARD for such further explanation as may be necessary, and shall conform to them as part of the
Contract. The decisions of the CARD as to the true meaning of any of said documents shall be final.

1 The work shall be performed in accordance with the directions and specifications set forth in the
2 above named documents and also in accordance with the following specifications entitled:

- 3 1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD
4 SPECIFICATIONS, 2010
- 5 2. STANDARD SPECIFICATIONS OF THE CITY OF CHICO

6 Said specifications are hereby specifically referred to and by such reference made a part hereof.

7 ARTICLE II - Contractor agrees to receive and accept the prices set forth in Exhibit "A"
8 (Contractors Proposal Form) attached hereto and by reference incorporated herein as full compensation
9 for furnishing all labor and materials and doing all the work contemplated and embraced in this Contract;
10 also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the
11 elements, or from any unforeseen difficulties or obstruction which may arise or be encountered in the
12 prosecution of the work connected with the work; also for all expenses incurred by or in consequence of
13 the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole
14 thereof, in the manner and according to the plans and specifications and the requirements of the
15 Engineering under them.

16 ARTICLE III – CARD hereby promises and agrees with Contractor to employ, and does hereby
17 employ, Contractor to provide the labor and materials and to do the public work according to the terms
18 and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the
19 same at the time, in the manner, and upon the conditions in said GENERAL PROVISIONS, SPECIAL
20 PROVISIONS, PROPOSAL and TECHNICAL SPECIFICATIONS as above set forth; and the said
21 parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree
22 to the full performance of the covenants herein contained.

23 ARTICLE IV - It is further expressly agreed by and between the parties hereto that should there
24 be any conflict between the terms of this instrument and the bid or proposal of said Contract, then this
25 instrument shall control, and nothing herein shall be considered as acceptance of the said terms of said
26 proposal conflicting herewith.
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IN WITNESS WHEREOF, the parties hereto have executed these presents in the day and year
first above written.

CONTRACTOR

CHICO AREA RECREATION AND PARK DISTRICT

ADDRESS

BY Ann Willmann
General Manager

CITY/STATE/ZIP

DATE:

BY _____
Signature

TITLE

DATE: _____

CONTRACTOR'S LICENSE NO.

PROPOSAL

Resurfacing Tennis Courts at Community Park

TO THE CHICO AREA RECREATION AND PARK DISTRICT

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the contract plans and specifications, and read the accompanying General and Special Provisions, and hereby proposed to furnish all materials and do all the work required to complete the said work in accordance with said contract plans, if any, Technical Specifications, and General and Special Provisions, for the lump sum set forth in the following attached schedules.

The undersigned further agrees that he/she will execute the required contract and provide the necessary bonds within eight days of his/her receipt of notice that the contract is ready for signature. If the undersigned does execute the required contract and provide the necessary bonds within the required time period, the proceeds of the Bidder's guaranty accompanying his/her bid shall become the property of the CHICO AREA RECREATION AND PARK DISTRICT.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price:

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in CARD'S Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all such figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of CARD, and such discretion will be exercised in the manner deemed by CARD to best protect the public interest in the prompt and economical completion of the work.

The decision of the CARD respecting the amount of a bid, or the existence or treatment of an irregularity in a bid shall be final.

City of Chico Business License No. _____

Taxpayer Identification No. _____

Licensed in accordance with an act providing for the registration of contractors:

License No. _____

DIR Registration No. _____

Signature of Bidder: _____

(Check appropriate box below. State individual name or (if a firm or co-partnership), state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

Individual Corporation Co-partnership Other

Name

Date: _____, 2017

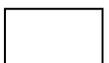
Business Address

(Zip Code)

Phone No. _____

If applicable, list any former company names under which the Bidder, its Owners, and/or its principals has operated in the past three (3) years. (Mark N/A if Not Applicable)

If applicable, explain reason for name change(s) in the past three (3) years (Mark N/A if Not Applicable)



CONTRACTOR'S PROPOSAL FORM

FOR

Resurfacing Tennis Courts at Community Park

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL PRICE |
|------|----------------------------------|----------|------|-----------|-------------|
| 1 | CRACK REPAIR | 1 | LS | | |
| 2 | RESURFACING COURT AREA | 72,000 | SF | | |
| 3 | PLAYING LINES FOR PICKLEBALL | 8 | EA | | |
| 4 | PLAYING LINES FOR TENNIS COURTS | 6 | EA | | |
| 5 | 4' TALL CHAIN LINK FENCE | 51 | LF | | |
| 6 | 9'-2" CHAIN LINK FENCE EXTENSION | 60 | LF | | |
| | | | | PROJECT | |

LIST OF SUBCONTRACTORS

Resurfacing Tennis Courts at Community Park

Item of Work: _____

Subcontractors Name: _____

Address/Phone: _____

License Number: _____ *DIR Reg. Number:* _____

Item of Work: _____

Subcontractors Name: _____

Address/Phone: _____

License Number: _____ *DIR Reg. Number:* _____

Item of Work: _____

Subcontractors Name: _____

Address/Phone: _____

License Number: _____ *DIR Reg. Number:* _____

Item of Work: _____

Subcontractors Name: _____

Address/Phone: _____

License Number: _____ *DIR Reg. Number:* _____

Item of Work: _____

Subcontractors Name: _____

Address/Phone: _____

License Number: _____ *DIR Reg. Number:* _____

Item of Work: _____

Subcontractors Name: _____

Address/Phone: _____

License Number: _____ *DIR Reg. Number:* _____

WORK EXPERIENCE FORM

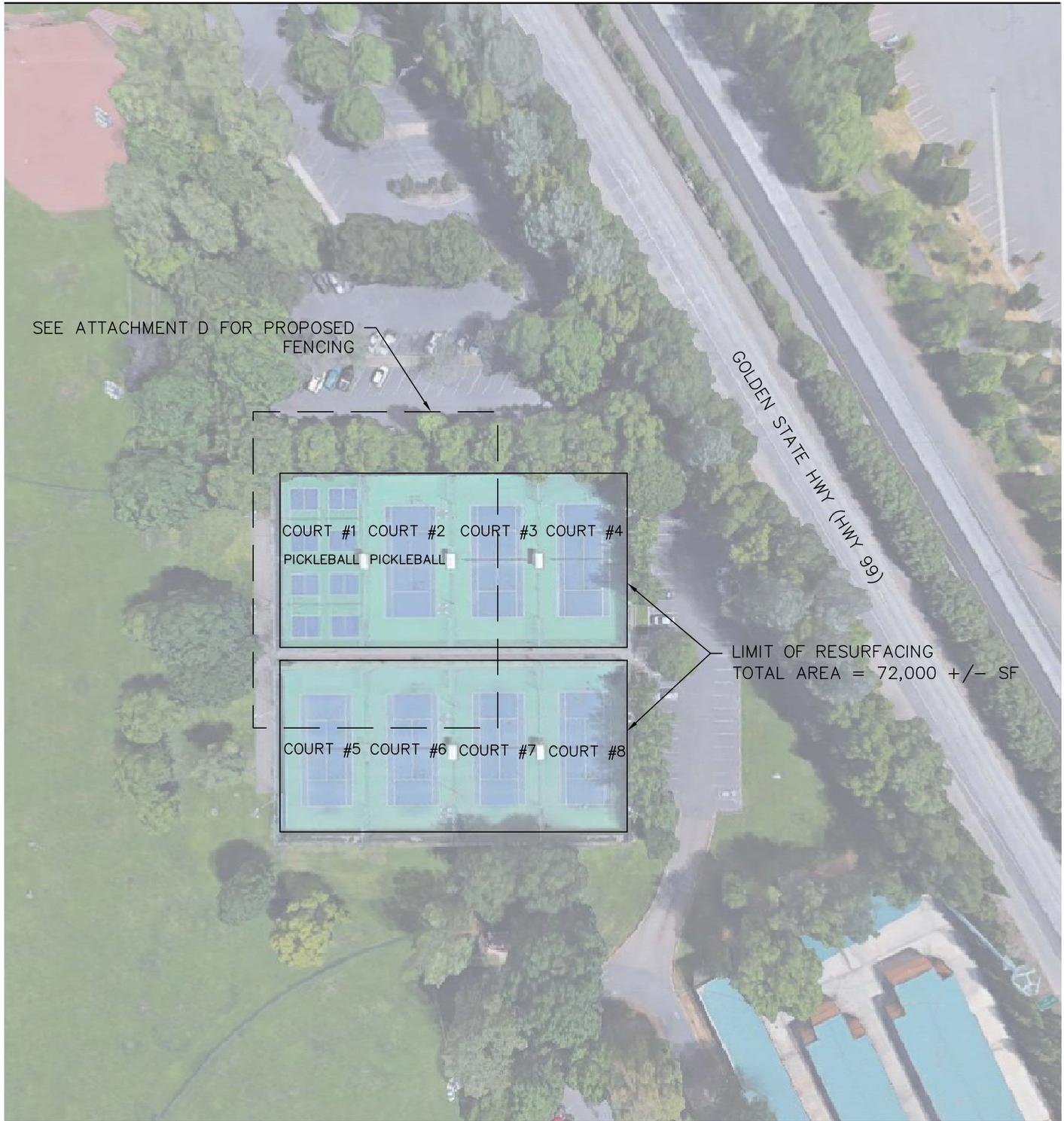
Resurfacing Tennis Courts at Community Park

CARD will use the information contained here to evaluate that a Bidder has the experience necessary to complete the project as bid.

Please complete **one form per reference project** and include a *minimum of 3 projects*, or the number of projects as required in the bidding documents.

- You may include any additional work experience you deem relevant to determining Bidder responsibility.
- Please be sure to provide a detailed description of the **relevant and similar work scopes** in order to demonstrate how your firm meets any required.
- You may attach additional documentation if needed.
- Please mark "NA" in all boxes that don't apply to the reference project.
- Completed form must be legible.

| PAST PROJECT EXPERIENCE DETAILS | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------------------------|------------------------------|
| BIDDER'S COMPANY NAME (if different from prime bidder): | | BIDDER CONTACT NAME & PHONE NUMBER: | |
| PROJECT NAME: | | PROJECT CONTRACT NUMBER: | |
| PROJECT OWNER: | | PROJECT LOCATION: | |
| PROJECT OWNER CONTACT NAME & TITLE: | | OWNER'S TELEPHONE NUMBER: | |
| NOTICE TO PROCEED DATE: | COMPLETION DATE: | AWARDED CONTRACT VALUE: | FINAL CONTRACT VALUE: |
| PRIME CONTRACTOR NAME (if not bidder): | | CONTRACTOR CONTACT NAME & PHONE NUMBER (If not bidder): | |
| BRIEF PROJECT DESCRIPTION: | | | |
| LIST TECHNICAL SCOPES OF WORK PERFORMED BY THE BIDDER, INCLUDING ANY RELEVANT DETAILS TO DEMONSTRATE SIMILAR EXPERIENCE AND ANY REQUIRED EXPERIENCE DETAILED IN THE SPEC. (e.g., demolition, specialty construction, electrical, mechanical, paving, etc.) | | | |
| SPECIALTY TRADES/OTHER SUBCONTRACTED SCOPES PERFORMED: List other scopes of work performed by other subcontractors with relevant work experience. Indicate if your company managed this work or if the work was managed by another firm on the reference project. | | | |
| WMBE/DBE UTILIZATION RATES: STATE THE MINORITY AND WOMAN UTILIZATION ON THIS PROJECT, REGARDLESS OF WHETHER THE OWNER SOUGHT OR REQUIRED SUCH UTILIZATION. (State in a percentage of the Final Contract Value.) | | | |



SEE ATTACHMENT D FOR PROPOSED FENCING

COURT #1 COURT #2 COURT #3 COURT #4
PICKLEBALL PICKLEBALL

COURT #5 COURT #6 COURT #7 COURT #8

GOLDEN STATE HWY (HWY 99)

LIMIT OF RESURFACING
TOTAL AREA = 72,000 +/- SF



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

CARD
1900 DR. MLK JR PKWY
CHICO, CALIFORNIA

ATTACHMENT A

RESURFACING TENNIS COURTS

Job Number
17-288

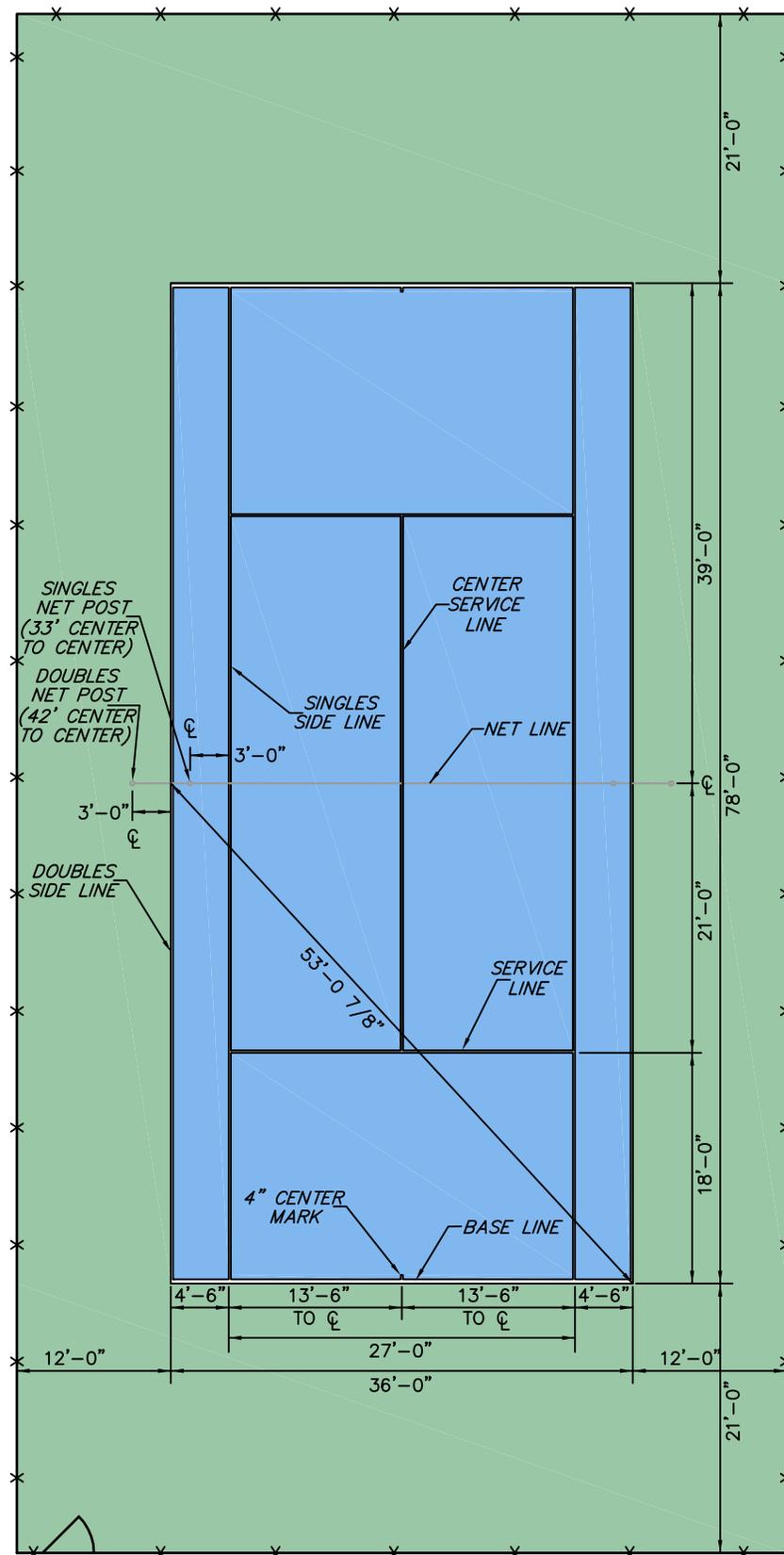
N/A
Horz.

Scale

N/A
Vert.

Date:

Sheet 1 Of 1



78 FOOT COURT

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

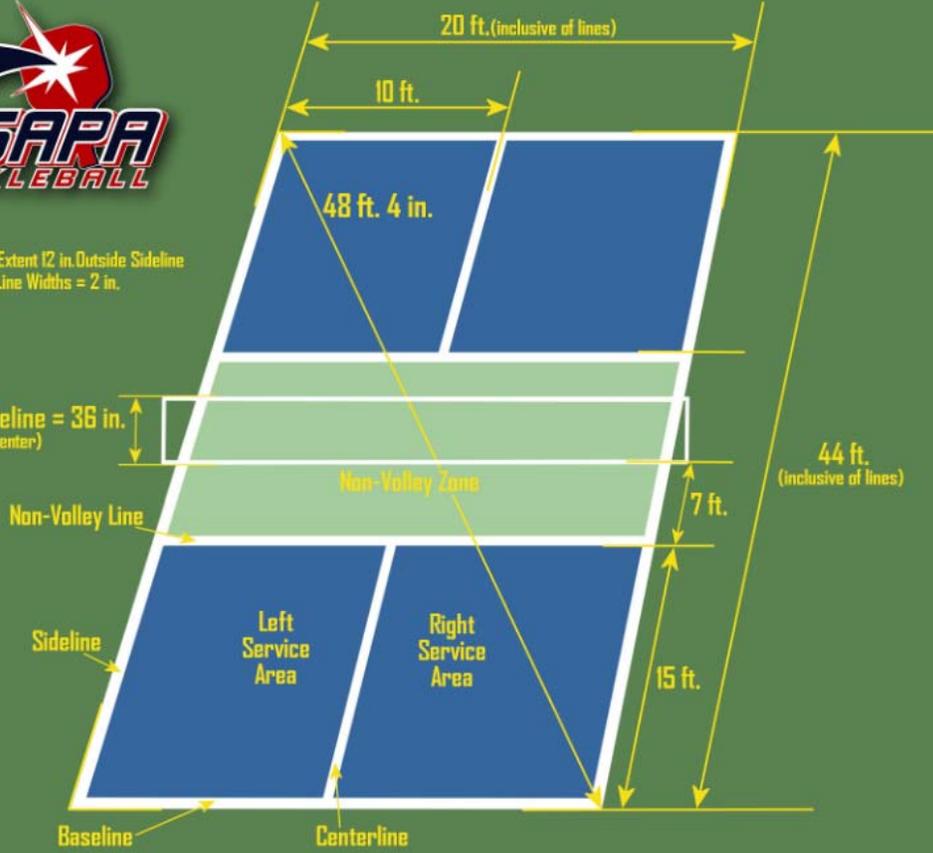
NOVEMBER 4, 2010





Recommend Net Posts Extend 12 in. Outside Sideline
Recommend Line Widths = 2 in.

Net Height at Sideline = 36 in.
(34 in. at Center)



Line Tolerances:

- Net line to outside of NVZ line: 7' +/- 1/8"
- Net line to outside of baseline: 22' +/- 1/4"
- Outside sideline to outside sideline: 20' +/- 1/4"
- Outside sideline to centerline: 10' +/- 1/8"
- Diagonal dimension to outside of lines: 48' 4" +/- 3/4"

