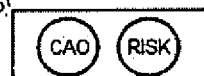


CONTRACT FOR GOODS & SERVICES
Resurface Two Tennis Courts at Jacks Park Tennis Center

THIS AGREEMENT is executed this 15 day of March, 2016, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City," and Saviano Company Inc., hereinafter called "Contractor."

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Resurface Two tennis courts at Jacks Park Tennis Center as further discussed in Contractor's Proposal dated February 4, 2016, Exhibit A.
2. **Timely.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time to complete the work.
3. **Term.** The work under this Agreement shall commence March 21, 2016 and shall be completed by August 26, 2016 unless City grants a written extension of time as set forth in paragraph 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Eight Thousand Five Hundred & 00/100s Dollars (\$8,500.00). Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall maintain the following insurance in full force and effect.
 - a. Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - I. Contractor's Commercial General Liability Insurance including but not limited to personal injuries, bodily injuries, premises/operations, completed



operations/products, contractual liability, independent contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

II. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

III. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, Contractor shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

b. Other Insurance Requirements:

I. All insurance under this Agreement must be written by an insurance company that is either:

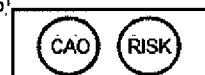
- * Admitted to do business in California with a current A.M. Best rating of no less than A:VI;
- or
- * An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

II. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.

III. The general liability and auto policies shall:

- * Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.
- * Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.



* Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.

IV. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

V. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under this Agreement.

VI. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

VII. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

VII. Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificates of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

7. **Indemnification.** Contractor hereby agrees to the following Indemnification and Hold Harmless Clause:

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors' or subcontractors', if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those Claims which arise out of the sole negligence or willful misconduct of the City.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk, and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Non-Discrimination.** No discrimination shall be made by Contractor or any subcontractor in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code.

10. **Prevailing Wages.** The work performed under this Agreement is not a Public Works Project as defined by the California Labor Code or a project subject to the Davis Bacon Act (40 U.S.C. 3141 *et seq.*) and as such is not subject to either state or federal prevailing wage laws.

11. **Legal day's work; Forfeiture for Violations.** Notwithstanding any provisions of Labor Code Section 1810 et seq., to the contrary, eight hours labor constitutes a legal day's work in all cases where the same is performed under the direction, control, or by the authority of any officer of City, and Contractor or any subcontractor shall, as a penalty to the City of Monterey, forfeit fifty dollars (\$50) per day for each worker employed in the execution of this Agreement in violation of this provision.

12. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

13. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

14. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

15. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

16. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

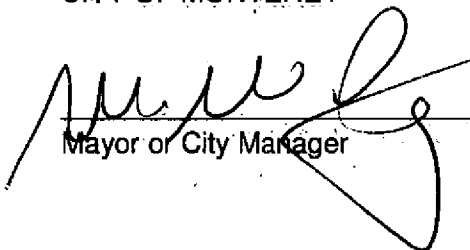
17. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

18. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONTRACTOR


Mayor or City Manager
Saviano Company Inc.



Saviano Company Inc.
 1784 Smith Ave.
 San Jose, CA 95112
 Cont. Lic. CA #557093
 Cont. Lic. NV #0056488
 Cont. Lic. WA #SAVIAC1952NT
 Cont. Lic. OR #134244
 Cont. Lic. AZ #ROC230377
 Cont. Lic. HI #CT32435
 650-948-3274 Phone
 408-924-0308 Fax

February 4, 2016

City of Monterey
 Attn: Louis Marcuzzo
 23 Ryan Ranch Rd.
 Monterey, CA 93940

Phone: 831-596-8975

E-mail: marcuzzo@monterey.org

PROPOSAL/CONTRACT

Regarding: Court Resurfacing – 2 Courts, #5 and #6
 Project location: Jacks Park, Pearl St., Monterey
 Quoted by: Eric Hodges

We appreciate the opportunity to bid this project. Our firm's tennis court division has provided a turnkey operation to thousands of our clients over the decades. Saviano Co. Inc. has the in house staff and equipment which enables us to perform virtually every aspect of this project as needed. Due to our experience and knowledge in every segment of this undertaking, we believe that we are the best equipped organization for this endeavor. We look forward to presenting you with a quality job, on time and on budget.

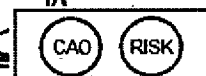
Saviano Company, Inc. will supply all labor and materials necessary to complete the following:

- Prep court.
- Fill cracks as needed.
- Apply 2 coats of color mixed with 90 mesh sand.
- All coats to be applied with squeegees and in accordance with manufacturer's printed instructions.
- Court color to be owner's choice using California Products or equal color selection:

INNER PLAYING AREA _____

OUTER PLAYING AREA _____

- Paint standard dimensioned court lines, 2" in width, using latex white paint. All lines shall be straight and true.



NOTES:

- Cracks may reappear, possibly within a short timeframe.
- On existing court, if work is done to address puddling issues the work may improve the condition, but will not totally alleviate the puddling.

Initial _____

Payment Terms

Due order of material	\$3,500.00
Due completion of project	\$5,000.00
Total price for this project	\$8,500.00

Note: Saviano Co. Inc. was selected to assist and consult on the installation of the California Products cushion material for the 2008 Olympics in Beijing, China, and the 2011 Pan American Games in Mexico. Our firm was chosen for these and other projects because of our vast experience and superior workmanship, which we bring to each venture we work on. We look forward to working with you.

All invoices due upon receipt.

This quote valid for a period of 30 days from the above date

***Saviano Company, Inc.
Experts in Tennis & Sports Court Installation and Restoration
All types of grading and paving projects, structural demolition, and retaining walls.
Licensed in California, Oregon, Washington, Nevada, Arizona and Hawaii***

