



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

**GENERAL PROVISIONS, NOTICE TO BIDDERS,
SPECIAL PROVISIONS, PROPOSAL AND CONTRACT
FOR**

**CITYWIDE TURF REDUCTION IMPLEMENTATION
Project No. 26787**

Bid Opening Date – June 24, 2026

11:00 a.m.

To be used in conjunction with the City Standard Specifications and Details dated July 2024, the State Standard Specifications and Plans dated 2025 and all updates at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

APPROVED

A handwritten signature in blue ink, appearing to read "Michael A. Stella". The signature is written in a cursive style and is positioned above a horizontal line.

Michael A. Stella

City Engineer

No. 54642

Expires: 12/31/2027

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NOTICE TO BIDDERS

Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 11:00 a.m., June 24, 2026, for work as described in the Plans and Specifications entitled:

CITYWIDE TURF REDUCTION IMPLEMENTATION PROJECT NO. 26787

At the above-mentioned time, date and address, the Bid Proposals will be publicly opened and read.

Please review the City website and/or eBidboard for addendum(s) prior to submission.

Scope of Work and Project Location

The work consists of clearing and grubbing existing turf areas, erosion control, irrigation, and landscape improvements to convert the non-functional turf to low water-use plants and/or mulch at various City-owned properties throughout the City.

The Engineer's cost estimate for the base bid project is \$889,000.

Copies of Plans and Specifications

In order to be an eligible bidder, plans, specifications and all bid proposal and contract documents must adhere to the latest version of all bid documents as amended through any addendums. Plans may be purchased from the Engineering Division of the City of Pleasanton, Civic Center, 200 Old Bernal Avenue, at a cost of **\$100 per set** plus shipping. Plans will be electronically available on the City's website and bidnetdirect.com at no charge. The City requires all parties interested in this bid opportunity to email the City and request to be added to the plan holder list. Any addenda will be sent electronically to those on the plan holder list prior to the bid opening date. To request plans or to be added to the plan holder list, please email: mgruber@cityofpleasantonca.gov.

Bid Security and Contract Bonds

Each Bid Proposal shall be accompanied by either cash, a cashier's check or a certified check, amounting to not less than ten percent of the bid, payable to the order of the City of Pleasanton or by a bond for that amount and payable in the form contained in this bid package. The successful Bidder will be required to furnish performance and payment bonds, each in an amount not less than one hundred percent (100%) of the contract price, and a maintenance bond not less than ten percent (10%) of the contract price.

Bid Forms

The Contractor is responsible for reviewing the City of Pleasanton's City Bids website (and/or bidnetdirect.com) to ensure they have the latest addendums and utilize all updated documents issued through addendum. Bidders must complete bid proposal and submit it in its entirety. Failure to do so will cause the bid to be deemed nonresponsive.

City of Pleasanton's City Bids Website:

<https://www.cityofpleasantonca.gov/business/bids/>

Bids Received After Deadline

Bids received after the time established for receiving bids will not be considered. Except as provided in Section "Instruction to Bidders," no Bidder may withdraw a bid after the time established for receiving bids or before the award and execution of the contract, unless the award is delayed for a period of ninety (90) calendar days after the date of the City's opening of bids.

Rejection of Bids

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

Contractor's License Classification

As provided in California Business & Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid **Class A General Engineering Contractor or C-27 Landscaping** Contractor license. The Contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of bid, unless exempted by federal or state law.

Contractor's Department of Industrial Relations Registration

Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4.

Substitution of Securities in Lieu of Retention

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with provisions of Section 22300 of California Public Contract Code.

Prevailing Wage

In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Questions

Questions should be directed to **Matt Gruber, Project Engineer** either in-person at 200 Old Bernal Avenue, Pleasanton, California, by mail at P.O. Box 520, Pleasanton, California 94566-0802, by phone at **(925) 931-5672**, or by email at **mgruber@cityofpleasantonca.gov**. Questions will only be answered by reference to particular sections of these bid documents. If interpretation is deemed necessary, then the question shall be addressed in writing and a clarification shall be given to all prospective Bidders through addenda. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

CITY OF PLEASANTON

Date: 6/2/26

By: Jocelyn Kwong Digitally signed by Jocelyn Kwong
Date: 2026.06.02 11:37:30 -0700'
Jocelyn Kwong, City Clerk

BID PROPOSAL

CITYWIDE TURF REDUCTION IMPLEMENTATION PROJECT NO. 26787

DATE: _____

Proposal of _____ (hereinafter called "Bidder") a _____ organized and existing under the laws of the State _____, doing business as _____, to the City of Pleasanton, City Clerk, 123 Main Street, Pleasanton, California (hereinafter called "City").

Ladies and Gentlemen:

The Bidder, in compliance with the invitation for bids for the **CITYWIDE TURF REDUCTION IMPLEMENTATION, PROJECT NO. 26787**, City of Pleasanton, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Proposal is a part.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" and fully complete the project within (75) working days after start of work. Bidder shall pay as liquidated damages in the sum of \$1,000.00 per calendar day should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

| <u>No.</u> | <u>Date</u> | <u>No.</u> | <u>Date</u> |
|------------|-------------|------------|-------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Bidder to perform all of the work described in the Contract Documents for the total bid amount entered. **The project will be awarded based on the TOTAL BASE BID amount.**

| BASE BID ITEMS (Includes only properties with Phase 1/Base Bid work) | | | | |
|---|------------------------------|------------|------------------------|--------------|
| ITEM NO. | ITEM DESCRIPTION | QTY | Unit of Measure | Total |
| 1 | Amador Valley Community Park | 1 | LS | |
| 2 | Bicentennial Park | 1 | LS | |
| 3 | Centennial Park | 1 | LS | |
| 4 | Civic Center | 1 | LS | |
| 5 | Pleasanton Police Department | 1 | LS | |
| 6 | Fire Station No. 1 | 1 | LS | |
| 7 | Fire Station No. 2 | 1 | LS | |
| 8 | Kottinger Community Park | 1 | LS | |
| 9 | Nielsen Park | 1 | LS | |
| 10 | Orloff Park | 1 | LS | |
| TOTAL BASE BID AMOUNT | | | | |
| BID ALTERNATE ITEMS (Includes only properties with Phase 2/Bid Alternate work) | | | | |
| ITEM NO. | ITEM DESCRIPTION | QTY | Unit of Measure | Total |
| 11 | Centennial Park | 1 | LS | |
| 12 | Fairlands Park | 1 | LS | |
| 13 | Harvest Park | 1 | LS | |
| 14 | Meadowlark Park | 1 | LS | |
| 15 | Mission Hills Park | 1 | LS | |
| 16 | Oak Hill Park | 1 | LS | |
| 17 | Tawny Park | 1 | LS | |
| 18 | Valley Trails Park | 1 | LS | |
| BID ALTERNATE AMOUNT | | | | |
| TOTAL BASE BID + BID ALTERNATE AMOUNT | | | | |

Supplemental Unit Values

The Bidder's Base Bid is based on the following unit prices, which the Bidder must provide and the City may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

| ITEM NO. | ITEM DESCRIPTION | QTY | Unit of Measure | Unit Price |
|----------|--|-----|-----------------|------------|
| 1 | Clear and Grub , cost per square foot (SF) including removal of existing turf, debris, disposal, and all appurtenant work required per plan and specifications | 1 | SF | |
| 2 | Remote Control Valve , cost to remove and replace one (1) remote control valve, including furnishing, installation, testing, and all appurtenant work required per the plans and specifications | 1 | EA | |
| 3 | Remote Control Valve w/ Hunter Node , cost to provide and install one (1) remote control valve w/ Hunter Node, including furnishing, installation, programming, testing, and all appurtenant work required per the plans and specifications | 1 | EA | |
| 4 | Tree Bubbler , cost to provide and install one (1) tree bubbler, including bubbler assemblies, fittings, connections to existing or proposed irrigation lines, adjustments, testing, and all appurtenant work required per the plans and specifications | 1 | EA | |
| 5 | Tree Ring , cost to provide and install one (1) tree ring, including ring assembly, fittings, connections to existing or proposed irrigation lines, adjustments, testing, and all appurtenant work required per the plans and specifications | 1 | EA | |
| 6 | Existing Rotor Irrigation Modification , cost to remove and replace one (1) existing rotor irrigation head, including all excavation, fittings, risers, adjustment, testing, and all appurtenant work required for a complete installation per the plans and specifications | 1 | EA | |
| 7 | Existing Spray Irrigation Modification , cost to remove and replace one (1) existing spray irrigation head, including all excavation, fittings, risers, adjustment, testing, and all appurtenant work required for a complete installation per the plans and specifications | 1 | EA | |

| | | | | |
|----|--|---|----|--|
| 8 | Soil Preparation & Fine Grading , cost per square foot (SF) including scarification, amendment incorporation where required, grading, moisture conditioning, and all appurtenant work required per Plans and Specifications | 1 | SF | |
| 9 | Tree 15 Gallon , cost to furnish and install one (1) tree, including plant material, excavation, backfill, staking, ties, and all appurtenant work required for a complete installation per the plans and specifications | 1 | EA | |
| 10 | Shrubs 5 Gallon , cost to furnish and install one (1) shrub, including plant material, excavation, backfill, and all appurtenant work required for a complete installation per the plans and specifications | 1 | EA | |
| 11 | Shrubs 1 Gallon , cost to furnish and install one (1) shrub, including plant material, excavation, backfill, and all appurtenant work required for a complete installation per the plans and specifications | 1 | EA | |
| 12 | Mulch to 3" Depth , cost per square foot (SF) including furnishing, delivery, placement, and all appurtenant work required per the plans and specifications | 1 | SF | |
| 13 | Decomposed Granite Pavement , cost per square foot (SF) including preparation, furnishing, delivery, placement, and all appurtenant work required for a complete installation per the plans and specifications | 1 | SF | |
| 14 | Headerboard , cost per linear foot (LF) including furnishing, staking, installation, and all appurtenant work required per the plans and specifications | 1 | LF | |
| 15 | Cobble , cost per cubic yard (CY) including furnishing, delivery, placement, and all appurtenant work required per plans and specifications | 1 | CY | |
| 16 | Root Barrier , cost per linear foot (LF) including trenching, furnishing, installation, backfill, and all appurtenant work required per the plans and specifications | 1 | LF | |

Note: The Bidder acknowledges that the total amount set forth above is for the entire project as represented by the Contract Documents regardless of itemization.

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least ten percent (10%) of the total amount of the bid, or alternately, there is attached a certified or cashier's check payable to the City in the amount of at least ten percent (10%) of the total amount of the bid.

If this Bid Proposal is accepted, bidder agrees to sign the contract and to furnish the performance bond, labor and materials bond, maintenance bond, and the required evidences of insurance within ten (10) working days after receiving written notice of the award of the contract. If bidder fails to contract as provided herein or fails to provide the bonds and/or evidence of insurance, the City may at its option, determine the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid Proposal shall operate and the same shall be the property of the City of Pleasanton.

This Bid Proposal shall be good and may not be modified, withdrawn or canceled for a period of ninety (90) calendar days after the date of the City's opening of bids.

Bidder hereby certifies that the licensing information hereinafter stated is true and correct. Bidder further agrees, if the bid is accepted and a contract for performance of the work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated in the agreement. Under the penalty of perjury bidder affirms that, to the best of bidder's knowledge, the representations made in this bid are true.

Bidders are required by law to be licensed and regulated by the contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board.

It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except for specific cases outlined in Business and Professions Code, Section 7028.15.

| | |
|----------------------------------|--------------------------------------|
| _____ Name of Bidder | _____ Contractor's License Number |
| _____ Signature of Bidder | _____ Expiration Date |
| _____ Print Name | _____ Address of Bidder |
| _____ Title of Signatory | _____ () |
| _____ State of Incorporation | _____ Telephone Number |
| _____ DIR Registration Number | _____ Contractor's Email Address |

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BID BOND FORM

Note: Bidders must use this form if a bid bond is to be used as bidder's security. This form is not necessary if cash, cashier's check made payable to the City, or certified check made payable to the City, accompanies the bid.

We, the undersigned, _____ (“Principal”), and _____ a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of California as a surety, (“Surety”), acknowledge ourselves jointly and severally bound to the CITY OF PLEASANTON for ten percent (10%) of the total bid amount.

Contractor’s Bid \$ _____
10% Bid Bond \$ _____

The above amount to be paid to the CITY OF PLEASANTON as follows: If Principal’s bid for the work required for the project, described below,

CITYWIDE TURF REDUCTION IMPLEMENTATION PROJECT NO. 26787

shall be accepted and the proposed contract awarded to Principal, and if Principal shall fail to execute the contract within the time specified in the Award and Execution of Contract section of this Contract Document, and to furnish the required faithful performance and labor and material bonds; otherwise, the obligation shall be void. Bid errors shall not constitute a defense to forfeiture.

If the City of Pleasanton brings suit upon this bond and judgment is recovered, Surety shall pay all costs incurred by the CITY OF PLEASANTON in bringing such suit, including reasonable attorney's fees.

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

Principal

By:

Surety:

By:

(Notarization of Surety's signature required)

(corporate seal)

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CERTIFICATION OF BIDDER'S

EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder certifies that the Bidder is, at the time of the bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that the Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The Bidder represents that the Bidder is competent, knowledgeable and has special skills in the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that the Bidder is aware of such peculiar risks and has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a similar nature to that called for in the contract documents extends over a period of _____ years.

BIDDER'S CONTRACT EXPERIENCE

The Bidder shall list below three projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

1.

| | |
|-----------|-----------------|
| Project | Amount |
| Owner | Contact |
| Telephone | Completion Date |

2.

| | |
|-----------|-----------------|
| Project | Amount |
| Owner | Contact |
| Telephone | Completion Date |

3.

| | |
|-----------|-----------------|
| Project | Amount |
| Owner | Contact |
| Telephone | Completion Date |

Name of Bidder _____

Signed this _____ day of _____, 20_____.

BIDDER'S LABOR CLASSIFICATIONS

The Bidder shall list below the anticipated labor classifications completed by Bidder. List Subcontractor's classifications under List of Subcontractors.

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/ LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/ LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

B. BIDDER'S FINANCIAL RESPONSIBILITY

Reference is hereby made to the following banks and surety companies as to the financial responsibility and general reliability of the Bidder:

1. Name of Bank _____
Address _____
2. Name of Bank _____
Address _____
3. Surety Company _____
Address _____
4. Surety Company _____
Address _____

C. LIST OF SUBCONTRACTORS

In conformance with Section 2.1 – 1.10 of the Caltrans Standard Specifications and § 4100 of California Public Contract Code, the Bidder shall provide the following information for each Subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal OR \$10,000, whichever is greater.

1. Name of Subcontractor _____
Contractor License Number _____
Address _____ Phone No. _____
Individual, Partnership or Corporation _____
Dollar Value of work to be Performed _____
Work to be Performed _____
Labor Classification/s _____
DIR Registration # _____
CSLB# _____ Email _____

2. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

3. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

4. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

5. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

6. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

Signature of Bidder: _____

INSTRUCTIONS TO BIDDERS

General

The City of Pleasanton, hereinafter referred to as "City," will receive at the City Clerk's Office of the City of Pleasanton, Civic Center, 123 Main Street, Pleasanton, California, until the hour and day specified in the "Notice to Bidders," sealed Bid Proposals for furnishing materials, equipment and/or labor for performing the work described in these Contract Documents. All Bid Proposals shall be submitted in accordance with the provisions of the "Proposal Requirements and Conditions" set forth under Section 2 of the Standard Specifications of the State of California, except as modified herein.

Plan Holder List

The City requires all Bidders to be on the project's plan holder list prior to submitting the Bid Proposal. Please see Notice to Bidders for instructions on how to request to be added to the plan holder list.

Bid Proposal Form

All Bid Proposals shall be submitted on the Bid Proposal forms which are bound herein. All Bid Proposal forms shall be filled in completely in ink with all signature blocks signed by the Bidder. The completed Bid Proposal forms shall remain bound with the Contract Documents provided and shall be sealed in an envelope addressed to the City of Pleasanton, California and clearly labeled with identifying project name and number, and bid opening date.

Delivery of Bid Proposal

The Bid Proposal shall be delivered by the time and to the place set forth in the "Notice to Bidders." It is the Bidder's sole responsibility to see that his or her Bid Proposal is received in proper time. Any proposal received after the time fixed for opening of bids shall be returned to the Bidder unopened.

Opening of Bid Proposals

The Bid Proposals shall be publicly opened and read at the time and place fixed in the "Notice to Bidders."

Modifications and Alternative Proposals

Each Bidder represents that his or her Bid Proposal is based upon the materials and equipment described in the Contract Documents. Unauthorized conditions, limitations or provisions attached to a Bid Proposal will render it non-responsive and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations or measures. Alternative Bid Proposals will not be considered unless written request has been submitted to the Engineer for approval at least seven (7) calendar days prior to the

date for receipt of Bids. The request shall include the name of substitute material or equipment drawings, cut sheets, performance and test dates and any other data or information necessary for complete evaluation. If the Engineer approves any proposed substitution, such approval shall be set forth in an Addendum. Oral, telegraphic, or telephonic Bid Proposals or modifications will not be considered.

Contractor's Department of Industrial Relations Registration

A bid will not be accepted nor any contract entered into without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Discrepancies in Bid Proposals

In the event there is more than one bid item on a Bid Proposal form, the Bidder shall furnish a price for all items and failure to do so will render the Bid Proposal non-responsive and may cause its rejection. In the event there are unit price bid items on a Bid Proposal form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item on the Bid Proposal form and the total indicated on the Bid Proposal form does not agree with the sum of the amounts bid on the individual items, the price bid on the individual items shall govern and the total on the proposal will be corrected accordingly.

Bid Security

Each Bid Proposal shall be accompanied by cash, a cashier's check or a certified check, amounting to ten percent (10%) of the Bid, payable to the order of the City of Pleasanton or by a bond for that amount and so payable in the form contained in this bid package. The amount so posted shall be forfeited to the City if the successful bidder does not, within ten (10) working days not including Saturday, Sunday and legal holidays after date of postage of mailed written notice that the contract has been awarded, enter into a contract with the City for the work.

After the contract is duly entered into by the successful bidder, the amount of the deposit will be returned to the Bidder. All certified checks, cashier's checks, and cash deposits of the unsuccessful bidders will be returned to the bidders within two (2) weeks after the contract is entered into by the successful bidder.

Miscellaneous

For requirements on Bidder's examination of site, withdrawal of proposals, and disqualification of bidders, refer to Section 2 of the Standard Specifications of the State of California.

AWARD AND EXECUTION OF CONTRACT

General

Award and execution of Contract shall be in accordance with "Award and Execution of Contract" set forth under Section 3 of the Standard Specifications of the State of California except as modified herein.

Award of Contract

The City reserves the right to reject for any reason any or all Bid Proposals.

No Bidder shall modify, withdraw or cancel a Bid Proposal or any part thereof for ninety (90) calendar days after the time designated for the opening of Bids in the "Notice to Bidders." Within this time period of ninety (90) days and if the City so chooses, the Contract shall be awarded to the lowest responsible Bidder.

In accordance with the provisions of California Business & Professions Code Section 7028.5, the City has determined that at the time that a bid is submitted, the bidder shall possess a valid **Class A General Engineering Contractor or C-27 Landscaping Contractor** license. Failure to possess the specified license shall render the bid as non-responsive and shall act to bar award of the Contract to any Bidder not possessing said license at the time of bid.

Execution of Contract

Within ten (10) working days, not including Saturday, Sundays and legal holidays, after date of postage of mailed notice of award to the lowest responsible Bidder, the following documents shall be submitted to the City.

- Executed contract
- Contract bonds as required by the forms contained herein including:
 - Faithful Performance Bond for 100% of contract price
 - Labor and Material Bond for 100% of contract price
 - Maintenance Bond for 10% of contract price
- Certificates of insurance
- Evidence of a current business license to conduct business in the City of Pleasanton

Failure to submit the above shall be just cause for forfeiture of the Bid Proposal security.

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CONTRACT

CITYWIDE TURF REDUCTION IMPLEMENTATION PROJECT NO. 26787

THIS CONTRACT is made and entered into this _____ day of _____, 20__
by and between _____, ("Contractor"), whose address is _____
and the CITY OF PLEASANTON, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the City has awarded to the Contractor a contract for CITYWIDE
TURF REDUCTION IMPLEMENTATION, PROJECT NO. 26787

NOW, THEREFORE, in consideration of the mutual promises set forth herein,
the parties agree as follows:

1. Work to be Performed.

This work will consist of clearing and grubbing existing turf areas, erosion control, irrigation, and landscape improvements to convert non-functional turf to low water-use plants and/or mulch at various City-owned properties throughout the City.

Said work is more particularly shown in the following documents which are on file with the Public Works Department, Engineering Division of the City and are incorporated herein by this reference:

- A. Approved Plans and Specifications entitled the CITYWIDE TURF REDUCTION IMPLEMENTATION, PROJECT NO. 26787 and addenda thereto, if any.
- B. Contract Change Orders approved by the City Engineer, done in accordance with the Standard Specifications.
- C. The elements of the proposal submitted to the City by the Contractor, which the City has accepted.

2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.

3. Method of Payment.
 - A. Progress Payments. As of the twentieth day of each month, the Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the City Engineer's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.
 - B. 5% Retention. Five percent (5%) of the amount due shall be retained by the City as retention. The City shall retain five percent (5%) of the contract amount for thirty-five (35) days after the Notice of Completion for the work is recorded. The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code.
 - C. Time of Payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.
4. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.
5. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.
6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.
9. Warranty Against Defects. The Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, the Contractor shall be solely responsible for the correction of those defects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON:

CONTRACTOR:

By: _____
Gerry Beaudin, City Manager

By: _____
Its Authorized Agent

ATTEST:

By: _____
Its Authorized Agent

By: _____
Jocelyn Kwong, City Clerk

(Second signature required if a corporation)

APPROVED AS TO FORM:

By: _____
Daniel G. Sodergren, City Attorney

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20__, and identified as CITYWIDE TURF REDUCTION IMPLEMENTATION, PROJECT NO. 26787, is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, Principal and _____ (“Surety”), are held and firmly bound unto the City of Pleasanton, in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, Principal’s heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Pleasanton, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City of Pleasanton in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal(s) and Surety above named, on _____, 20__..

Contractor

Surety

By: _____

By: _____

By: _____

By: _____

Date Signed: _____

Surety Address

Surety's Phone No.

(attach acknowledgments)

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LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20__, and identified as CITYWIDE TURF REDUCTION IMPLEMENTATION, PROJECT NO. 26787, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City of Pleasanton in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by Principal and surety above named, on _____, 20__.

Principal

Surety

By: _____

By: _____

(Signature of Principal and Surety must be notarized)

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CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

CITYWIDE TURF REDUCTION IMPLEMENTATION PROJECT NO. 26787

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pleasanton has awarded and _____ (“Contractor”) is about to execute a Contract for the above-referenced Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Contract providing for maintenance for a period of one (1) year from the date of acceptance by the City Council of said contract by the Contractor.

NOW, THEREFORE, WE, Contractor and _____ (“Surety”), are held firmly bound unto the City of Pleasanton, as Agency in the penal sum of: _____ DOLLARS, (\$ _____), lawful money of the United States of America, said sum being ten percent (10%) of the estimated amount payable by Agency under the terms of the contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden _____, Principal(s), within a period of one (1) year after the completion and acceptance of the project fulfills the provisions of the Contract and complies with any necessary repairs or replacement of faulty materials to the CITYWIDE TURF REDUCTION IMPLEMENTATION, PROJECT NO. 26787 and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City Engineer, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under any Contract issued by the City.

This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

Bond No. _____

IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first herein-above written.

Contractor

Surety

By: _____

By: _____

By: _____

By: _____

Date Signed

Surety Address:

Surety Phone No. () _____

(attach acknowledgments)

GENERAL PROVISIONS

Unless otherwise stated in these Contract Documents or deemed inapplicable by the Engineer, the General Provisions of the State of California Standard Specifications are hereby incorporated with the following General Provisions.

SECTION 1. DEFINITIONS AND TERMS

As used in these Contract Documents unless the context otherwise requires, the following terms have the meanings indicated:

Addenda: Are written or graphic instruments, clarifications or corrections, issued prior to the execution of the contract, which modify or interpret the Contract Documents.

Bidder: Any individual, partnership or corporation submitting a Bid Proposal for the work described in the Contract Documents.

Bidding Documents: Includes the Notice to Bidders, the Bid Proposal, Bid Bond, Contractor's Information Forms including the Contractor's past experience, financial responsibility and Subcontractors, and Instructions to Bidders.

City: The City of Pleasanton.

City Standard Specifications and Standard Details: Means the November 2016 edition of the City's Standard Specifications and Standard Details.

Contractor: Any individual, partnership or corporation that has entered into a Contract with the City to perform the work described in the Contract Documents.

Contract Documents: Includes the Bidding Documents, the Award and Execution of Contract Requirements, the Contract, the Labor and Material Bond, the Performance Bond, the Maintenance Bond, the City General Provisions, the Special Provisions, Project Plans, the City of Pleasanton Standard Specifications, and Standard Details, the State Standard Specifications and Plans, all Addenda issued by the City and all Change Orders executed by the City.

Engineer: The City Engineer of the City of Pleasanton, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

General Provisions: Those Specifications that apply to all projects unless specifically modified by Special Provisions.

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications and Standard Plans: Means the May 2015 edition of the Standard Specifications and Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

Subcontractor: Any individual, partnership or corporation that has contracted with the Contractor to provide labor, equipment and/or materials described in the Contract Documents which is an amount in excess of one-half of one (1) percent of the Contractor's total Bid.

Work: Material, equipment and labor to be provided to City by the Contractor as defined by the Contract Documents.

SECTION 2. SCOPE OF WORK

The Work presented in these Contract Documents shall be done in accordance with: 1) the Special Provisions and Project Plans, 2) the City Standard Specifications and Standard Details and 3) the State Standard Specifications and Standard Plans. In case of conflicting portions, the above order of precedence shall prevail. In case of conflict between the specifications and drawings, the specifications shall prevail.

SECTION 3. CONTROL OF WORK AND MATERIALS

3-01. Protection of Workers in Trench Excavations: As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be construed to impose tort liability on the City, the Engineer, nor any of their officers, agents, representatives, or employees.

3-02. Substitution of Materials; Assignment of Certain Rights: In accordance with the provisions of Section 3400 of the California Public Contract Code, a Contractor shall be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

In accordance with Section 4552 of the Government Code, the Bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

4-01. Travel and Subsistence Payments:

- (a) As required by Section 1773.1 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

4-02. State Wage Determination:

- (a) As required by Sections 1770 et seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City's Engineering Counter, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the City Engineer for such work or craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

4-03. Payroll Records; Retention; Inspection; Compliance Penalties; Rules and Regulations

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated in Paragraph 4-03(a), herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4-03(b2), herein, the requesting party shall pay the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.
- (c) Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4-03(a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of

the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

- (e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under Paragraph 4-03(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
- (f) In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs 4-03(a) through 4-03(f) lies with the Contractor.
- (g) In conformance with State Bill 854 all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as of projects awarded on or after April 1, 2015 unless exempted by federal or state law.

4-04. Apprentices: Attention is directed to Sections 1777.5 and 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Section 4.04 lies with the Contractor. The City policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

4-05. Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

4-06. Workers' Compensation:

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4-07. Prime Contractor Job Site Postings. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation. The contractor shall comply with all applicable provisions of section 16451 (d) of California Labor Code relating to the posting of job site notices prescribed by regulation.

4-08. Insurance Requirements for Contractors: BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall procure and maintain for the duration of this contract, including one year maintenance period, contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number CG 00 01 (ED. 1/96) covering Commercial General Liability and name the City as additional insured.
2. Insurance Services Office form number CA 00 01 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto."

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance, and an endorsement for waiver of subrogation.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident.

(c) Deductibles and Self-Insured Retentions

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

(d) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. 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, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. The specific coverage obligations set forth in this Section 4-07 are minimums only, and the Contractor shall have the obligation to provide the minimum coverages stated in these Specifications or such greater or broader coverage, if available in the Contractor's policies.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

(f) Verification of Coverage

The Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be

substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require insurance policies, at any time.

(g) Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for **each subcontractor. All coverages for subcontractors shall be subject** to all of the requirements stated herein.

4-09. Department of Industrial Relations: This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4 Attention is directed to Section 1725.5 of the California Labor Code. To ensure compliance and complete understanding of the law regarding contractor registration, the Contractor (and subcontractors) should, where some question exists, contact the Department of Industrial Relations prior to submission of bid. Responsibility for compliance with this Section lies with the Contractor and Subcontractors.

SECTION 5. PROSECUTION AND PROGRESS

5-01. Removal, Relocation, or Protection of Existing Utilities: In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or owner of the utility to provide for the removal or relocation of such utility facilities.

5-02. Preconstruction Conference: Following award of contract, submittal of executed contract, and approval of certificates of insurance and bonds, but before start of work, a preconstruction conference shall be held at a mutually agreed time and place. The conference shall be arranged by the City and attended by City representatives including the inspector, and the Contractor, Contractor's superintendent and major subcontractors. Contractor shall present at the conference the progress and submittal schedules, and progress payment format, and provide emergency phone numbers.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

5-03. Beginning of Work: The Contractor shall be prepared to begin work within fifteen (15) calendar days after "Notice to Proceed".

SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: Attention is directed to Section 9-1.16, "Partial Payments," and 9-1.17, "Payment After Acceptance," of the State Standard Specifications and these City General Provisions.

As of the 20th day of each month, requests for progress payment listing amount and value of work performed during that month may be submitted for review. Upon review and approval or adjustment by the Engineer, progress payment will be made, retaining five percent (5%) of the amount due. Requests submitted promptly as of the twentieth of the month will be paid normally by the tenth of the following month.

The Bidder's attention is directed to the provisions of Section 9 of the Standard Specifications and the following modification, all of which are applicable to this Contract:

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall, within five (5) days, make such inspection, and when the Engineer finds the work acceptable under the Contract and the Contract fully performed, the Engineer will recommend to the City Council (at the next following Council meeting) that the Contract be accepted and a "Notice of Completion" be prepared and recorded. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within fifteen (15) days after the expiration of thirty (30) days following the date of recordation of the Notice of Completion.

The Contractor shall supply with each progress payment request (with the exception of the first progress payment submittal) an email, fax or letter from each subcontractor stating: (a) the date that he/she has received his/her portion of the preceding payment; and (b) if the payment received was the total amount then due. Should the payment not include the total amount invoiced due to a dispute, the subcontractor shall include the details of such dispute in his/her letter with enough information for the City to verify that the provisions of Section 7108.5 of the CA Business and Professions Code have been met.

Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6-02. Substitution of Securities in Lieu of Retention: Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or federally-chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after

filing by the City of a Notice of Completion. Securities shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the City.

SECTION 7. DISPUTE RESOLUTION

7-01. Claims. This Section applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) *Definition*. “Claim” means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City as a Change Order in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) *Limitations*. A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with this Section, and subsequently rejected in whole or in part by City.

(C) *Scope of Section*. This Section is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 et seq., which are incorporated by reference herein.

(D) *No Work Delay*. Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

7-02. Claims Submission. The following requirements apply to any Claim subject to this Section:

(A) *Substantiation*. The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Section 7, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance,

and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) *Claim Format.* A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a “Claim” submitted under this Section 7.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

(a) The background of the issue, including references to relevant provisions of the Contract Documents;

(b) A succinct statement of the matter in dispute, including Contractor’s position and the basis for that position;

(c) A chronology of relevant events;

(d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and

(e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by the Contractor’s authorized representative:

“The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.)”

(C) *Submission Deadlines.*

(1) A Claim must be submitted within 15 days of the date that City notified the Contractor in writing that a request for a change in the Contract Time or Contract Price has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. *Any Claim that is not submitted within the specified deadlines will be deemed waived by the Contractor.*

7-03. City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and the Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim. If the Contractor fails to submit the additional documentation to City within 15 days of receipt of City's request, the Claim will be deemed waived.

(A) *Additional Information.* If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) *Non-Waiver.* Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

7-04. Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within 45 days of receipt of the Claim with, the Contractor may notify City of the dispute in writing of the sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If the Contractor fails to dispute City's response in writing within the specified time, the Contractor's Claim will be deemed waived.

(A) *Schedule Meet and Confer.* Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) *Location for Meet and Confer.* The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) *Written Statement After Meet and Confer.* Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) *Submission to Mediation.* If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

7-05. Mediation and Government Code Claims.

(A) *Mediation.* Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) *Government Code Claims.*

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time the Contractor submits its written Claim until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

7-06. Tort Claims. This Section does not apply to tort claims and nothing in this Section is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

7-07. Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

7-08. Damages. The Contractor bears the burden of proving entitlement to and the amount of any claimed damages. The Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. The Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. The Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

7-09. Multiple Claims. In the interest of efficiency, City, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Section.

7-10. Other Disputes. The procedures in this Section 7 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City.

ATTENTION BIDDERS:

Your bid shall represent the cost of performing all Work described in the Contract Documents including:

Special Provisions and Project Plans,
City Standard Specifications and Details,
State Standard Specifications and Plans, and
all Addenda and Change Orders.

CITY STANDARD SPECIFICATIONS AND DETAILS

(Approved July 2024)

is a separate document that is
available at the City of Pleasanton
Engineering Division,
Civic Center

200 Old Bernal Avenue (physical
location) or

P.O. Box 520 (mailing address)
for a non-refundable cost of \$20.

Call (925) 931-5672 to request a copy of the
City Standard Specifications and Details.

The City Standard Specifications and Details can be viewed online at the
City's Web Page, <http://www.cityofpleasantonca.gov/>
(Select: Government, Departments, Engineering, Standard Specifications &
Details)

SPECIAL PROVISIONS

(These Special Provisions are to be used in conjunction with the City Standard Specifications and Standard Details, and the State Standard Specifications and Standard Plans)

All work shall be constructed in accordance with the City of Pleasanton Standard Specifications and Details dated July 2024 and as augmented by these Special Provisions. The Sections noted are those in the Standard Specifications except for the new Section(s) added. Where conflict exists between these documents and existing conditions, request clarification from the Project Engineer.

Special Provisions
Citywide Turf Reduction Implementation
Bid Submittal
May 29, 2026

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CITYWIDE TURF REDUCTION IMPLEMENTATION

CIP NO. 26787

City of Pleasanton

BID ITEM DESCRIPTIONS

Bid Submittal

5/29/2026

PHASE 1 – BASE BID ITEMS

Bid Item #1: Amador Valley Community Park

The lump sum price paid for **Amador Valley Community Park – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Amador Valley Community Park - Phase 1/Base Bid**, complete in place, including project start up, demolition, and irrigation as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #2: Bicentennial Park

The lump sum price paid for **Bicentennial Park – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Bicentennial Park - Base Bid/Phase 1**, complete in place, including project start up, demolition, irrigation, and decomposed granite pavement, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #3: Centennial Park

The lump sum price paid for **Centennial Park – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Centennial Park - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #4: Civic Center

The lump sum price paid for **Civic Center – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Civic Center - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #5: Pleasanton Police Department

The lump sum price paid for **Pleasanton Police Department – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Pleasanton Police Department - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #6: Fire Station No. 1

The lump sum price paid for **Fire Station No. 1 – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Fire Station No. 1 - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #7: Fire Station No. 2

The lump sum price paid for **Fire Station No. 2 – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Fire Station No. 2 - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #8: Kottinger Community Park

The lump sum price paid for **Kottinger Community Park – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Kottinger Community Park - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting, decomposed granite and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #9: Nielsen Park

The lump sum price paid for **Nielsen Park – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Nielsen Park - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #10: Orloff Park

The lump sum price paid for **Orloff Park – Phase 1/Base Bid** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Orloff Park - Phase 1/Base Bid**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

PHASE 2 – BID ALTERNATE ITEMS

Bid Item #11: Centennial Park

The lump sum price paid for **Centennial Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Centennial Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #12: Fairlands Park

The lump sum price paid for **Fairlands Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Fairlands Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #13: Harvest Park

The lump sum price paid for **Harvest Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Harvest Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #14: Meadowlark Park

The lump sum price paid for **Meadowlark Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Meadowlark Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #15: Mission Hills Park

The lump sum price paid for **Mission Hills Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Mission Hills Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #16: Oak Hill Park

The lump sum price paid for **Oak Hill Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Oak Hill Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #17: Tawny Park

The lump sum price paid for **Tawny Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Tawny Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as

specified in the Specifications and these special provisions, and as directed by the Engineer.

Bid Item #18: Valley Trails Park

The lump sum price paid for **Valley Trails Park – Phase 2/ Bid Alternate** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in **Valley Trails Park - Phase 2/ Bid Alternate**, complete in place, including project start up, demolition, irrigation, soil preparation, planting and landscape maintenance, as shown on the plans, as specified in the Specifications and these special provisions, and as directed by the Engineer.

SECTION 32 01 90 LANDSCAPE MAINTENANCE

PART 1 – GENERAL

(See also General Provisions, Special Provisions, and General Requirements)

1.1 SCOPE

- A. Perform all landscape maintenance operations as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Soil testing
 - 2. Plant establishment
 - 3. Insect and disease control
 - 4. Irrigation system maintenance
- B. Related work specified elsewhere:
 - 1. Plants and Planting – Section 20
 - 2. Landscape Irrigation – Section 32 84 00
 - 3. Landscape Planting – Section 32 93 00

1.2 SUBMITTALS

- A. Soil Testing: Contractor shall collect 1 one-quart sample in the turf area and 1 one-quart sample in the container planting areas of the in-place topsoil 20 days after completion of planting, and submit the samples to Waypoint Analytical, Inc. of Anaheim, (714) 282-8777, for maintenance period fertilizer recommendations. Test results shall be made available to the City's Representative. Sample shall be a representative composite taken from several planting areas. Cost of soil testing shall be paid for by the Contractor.
- B. Herbicide/Fungicide/Insecticide: Submit a written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by the City's Representative and/or the City's appropriately licensed individual.

1.3 SCHEDULE

- A. Work in this Section will not begin until the irrigation audit has been completed.
- B. Maintenance Period shall be for a minimum period of ninety (90) calendar days after substantial completion.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Fertilizer: Used during the course of the maintenance period shall be determined by the soils test required under paragraph 1.2A above. For bidding purposes only, assume the use of ammonium sulfate (21 0 0) at 5 lbs. per 1000 sq. ft., minimum of two applications.
- B. Water: During the course of construction and maintenance period, water shall be paid for by the Contractor.
- C. Herbicide/Fungicide/Insecticide: Shall be a commercially available chemical recommended for this project and these plantings by a State of California appropriately licensed individual. The licensed individual shall review all planting, including but not limited to groundcovers, shrubs, and trees, the types and extent of soil preparation, the irrigation systems, drainage patterns, and other project characteristics to verify type, compatibility, and recommend the appropriate chemical(s) for use. The Contractor shall be responsible for all overspray, spreading, runoff, plant health, and other impacts from the use of the chemical(s).
- D. Animal Control Materials: None required under these specifications.

PART 3 – EXECUTION

3.1 GENERAL

- A. Time Limits: The Maintenance Period shall commence from the date of Substantial Completion of planting as defined in paragraph 3.3A below, and extend for the time period specified in paragraph 1.3B above, or until the acceptance of Final Completion.
- B. Fertilizer Application: Fertilizer(s) shall be applied per Waypoint Analytical, Inc. recommendations. For bidding purposes only, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.
- C. Herbicide Application: Herbicide shall not be used until all plant material has been planted a minimum of 20 days. All planting areas shall be kept weed free by non-herbicide methods during this time period. Herbicide shall not be applied to any areas that are or have been seeded. Contractor must apply the material in conformance with the written recommendations of the State appropriately licensed individual.

- D. Basic Requirements: All planting areas shall be kept weed-free at all times during the Maintenance Period. All pest and disease control shall be the Contractor's responsibility. All planting areas shall be kept at optimum moisture for plant growth. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. Dying or deficient plants shall be replaced as soon as they become apparent.

3.2 RESPONSIBILITIES AND GUARANTEE

- A. Damage Repairs: Work installed under this contract that is damaged or stolen prior to Substantial Completion shall be repaired or replaced by the Contractor without cost to the City. After Substantial Completion and through the Maintenance Period, these damages and similar factors such as extensive litter, abuse and defacement shall be the City's responsibility to repair or replace and shall not be a part of this contract.
- B. Planting Guarantee: No planting shall be guaranteed beyond the Maintenance Period, except as to conformance to specified species and variety, and except as to conditions specified under paragraph 2.1D "Root Systems" in Section 32 93 00 Landscape Planting.

3.3 SUBSTANTIAL COMPLETION

- A. Shall be deemed as the time when all major plantings, including groundcover, are installed, and when all other work is satisfactorily completed, with the exception of minor items to be completed as noted in a checklist compiled by the City's Representative. The Maintenance Period shall not commence until work is deemed substantially complete by the City's Representative.

3.4 FINAL REVIEW

- A. Contractor shall request a final review of the project at least five (5) working days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

END OF SECTION 32 01 90

SECTION 32 01 91 TREE PROTECTION AND PRUNING

PART 1 – GENERAL

(See also General Provisions, Special Provisions, and General Requirements)

1.1 SCOPE

- A. Perform all tree protection and pruning as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Installation of tree protection fencing
 - 2. Tree protection measures
 - 3. Tree pruning

1.2 STANDARDS

- A. All work shall be performed in accordance with ANSI-A300 best management practices for tree protection during construction.

1.3 REFERENCES

- A. ANSI-A300, Part 5: Management of Trees and Shrubs during Site Planning, Site Development, and Construction, current edition.
- B. Glossary of Arboricultural Terms, International Society of Arboriculture, Atlanta, GA.

1.4 DEFINITIONS

- A. The term “Tree Protection Zone” (TPZ) shall mean the area beneath a tree’s canopy, or all area within a distance from the trunk equal to five times the tree’s Diameter at Breast Height (DBH), whichever is greater.

1.5 ACCESS AND STORAGE

- A. Prior to commencement of work, the Contractor shall meet on-site with the Project Arborist and City’s Representative to review scope of work, work procedures, access routes, storage areas, and tree protection measures.
- B. No grading, demolition, trenching, parking, storage or dumping of any construction materials is allowed within the TPZ, unless specifically noted on the plans. Exceptions must be reviewed and approved by the Project Arborist as noted in paragraph 1.6B below.

1.6 COORDINATION AND SCHEDULING OF WORK

- A. All work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. Contractors shall work out any cooperative schedules. Construction of drainage and irrigation lines etc., around existing trees, shall receive priority in scheduling so that trenching, irrigation installation, and backfilling can be done in an expedient manner.
- B. Any work that must occur within the TPZ shall be reviewed and approved by the Project Arborist. The contractor shall notify the Project Arborist a minimum of 48 hours in advance of any activity in the TPZ.

PART 2 – PRODUCTS

2.1 FENCING

- A. All trees to be retained shall be temporarily fenced as indicated on the plans, and in accordance with City standards for tree protection during construction. If plans and City standards conflict, the more stringent standard shall prevail.

PART 3 – EXECUTION

3.1 PRESERVATION OF EXISTING TREES

- A. Protection: Shall be as indicated on the plans and in accordance with City Standard Details.
 - 1. Fencing shall be erected before any demolition or construction activities take place on-site and shall not be removed or modified before the end of the project without written authorization from the Project Arborist.
 - 2. Fencing may be installed in a single run around multiple trees.
- B. Pruning: Pruning of branches and/or roots shall be performed under the supervision of an Arborist certified by the International Society of Arboriculture (ISA) and approved by the Project Arborist.
- C. Root Cutting: Prior to approved excavation within a TPZ, a trench shall be dug along the edge of the excavation closest to the tree trunk. This trench shall be dug by hand or with an air spade to a depth of 30 inches, and shall be of a sufficient width to manually sever any roots encountered greater than 2 inch diameter. Cuts shall be made perpendicular to the direction of the root's growth, using a clean

TREE PROTECTION AND PRUNING 32 01 91

Citywide Turf Reduction Implementation

Page 3 of 3

hand saw. After roots are cleanly severed, excavation equipment may be used as required on the side of the trench farthest from the tree.

1. Within one hour of cutting or exposure, roots shall be covered with moist soil or with burlap that is kept wet until the excavation can be backfilled and watered thoroughly.
- D. Debris Removal: All trimmings, stumps, roots, logs, sod, or any other form of debris resulting from this work shall be cleaned up and legally disposed of off-site at the Contractor's expense. Stumps shall be ground to 12 inches below grade.
- E. Watering: Provide supplemental irrigation as necessary during construction to prevent drought stress.
1. If trees show stress, it may become necessary for the Contractor to perform deep root watering as required at no extra cost to the City.

END OF SECTION 32 01 91

SECTION 32 15 40 DECOMPOSED GRANITE PAVEMENT

PART 1 – GENERAL

(See also General Provisions, Special Provisions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all decomposed granite pavement as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Decomposed granite

1.2 QUALITY CONTROL

- A. Standards: Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:
 - 1. The current edition of the State of California, Department of Transportation Standard Specifications (DTSS) Section 20-5 “Landscape Elements”.
 - 2. Applicable ASTM Specifications as they reasonably apply to this work.
- B. Tolerances: Tolerances for subgrade, subbase, and finish grade shall be as specified by DTSS, except that the Contractor shall deliver the full decomposed granite thickness shown. No combination of high and low tolerances that compromise the section will be permitted.
- C. Reviews: Contractor shall stake and layout all paving areas for review by the City’s Representative prior to excavation.
- D. Sample Mockup: The Contractor shall demonstrate to the satisfaction of the City’s Representative that they or their subcontractor possesses sufficient skills and experience to perform the work in all aspects required. A 5 square foot sample of decomposed granite paving shall be installed at the site for review and approval by the City’s Representative. The Contractor shall meet or exceed that quality of work in all subsequent work. The Contractor shall be responsible for the removal of the sample at the completion of work.

1.3 SUBMITTALS

- A. Soil Sterilant: Submit written recommendation from a State of California appropriately licensed individual along with complete product data from

proposed manufacturer, for review by City’s Representative and/or the City’s appropriately licensed individual.

- B. Decomposed Granite: A one-quart sample with supplier and source clearly indicated of decomposed granite to be used shall be submitted to the City’s Representative for approval prior to delivery to the site.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Soil Sterilant: Shall be a commercially available herbicide recommended for this project by a State of California appropriately licensed individual. The licensed individual shall review the type of construction, soils, base, adjacent plantings, time and season of application, and other project requirements; verify compatibility; and recommend procedures for proper application in accordance with the label. The Contractor shall be responsible for all overspray, spreading, or runoff of material into adjacent areas.
- B. Decomposed Granite: Decomposed granite, hereafter referred to as “DG”, shall be a material with a 3/8 inch minus gradation, per the following specifications:

| Sieve Size | Percent Passing |
|-------------------|------------------------|
| 3/8 inch | 100 |
| No. 4 | 85 - 100 |
| No. 8 | 65 - 85 |
| No. 30 | 35 - 65 |
| No. 200 | 15 - 30 |

- 1. The yellow-brown color of decomposed granite is a requirement for this material.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Soil Sterilant: Shall be applied to the subgrade soil of areas to be paved prior to paving operations and uniformly applied according to the label. Contractor shall take all precautions necessary to avoid spray onto or runoff into planting areas or other surfaces.

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- B. Immediately prior to placing the decomposed granite, the subgrade shall be moistened.
- C. The decomposed granite shall be deposited in such a manner as to minimize the necessity for spotting, picking up, or otherwise shifting the decomposed granite. The decomposed granite shall be leveled by raking and compacted by use of a light roller.
- D. Fill in any low spots or cracks with additional decomposed granite.

3.2 GRADES

- A. The finish grades of the decomposed granite paving shall conform to the lines and grades on the plans and allow for drainage.

3.3 CLEAN-UP

- A. All waste produced as a result of decomposed granite paving construction shall be removed from the site and disposed of legally. All excess decomposed granite shall be removed from planting areas.

END OF SECTION 32 15 40

SECTION 32 84 00 LANDSCAPE IRRIGATION

PART 1 – GENERAL

(See also General Provisions, Special Provisions, and General Requirements)

1.1 SCOPE

- A. Furnish and install a complete automatic irrigation system as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Trenching and piping
 - 2. Electrical components
 - 3. Irrigation equipment
- B. Related work specified elsewhere:
 - 1. Landscape Maintenance – Section 32 01 90
 - 2. Plants and Planting – Section 20

1.2 QUALITY CONTROL

- A. Standards: Unless otherwise shown or specified, all materials and methods shall conform to the most current Section 20-2 “Irrigation” of the State of California Department of Transportation Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.
- B. All irrigation shall be provided and performed in accordance with the current City of Pleasanton Standard Specifications and Details. Wherever these plans and the City Standards conflict, the higher quality standard or specification will apply.
- C. Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:
 - 1. Layout of system.
 - 2. Trenching and pipe assembly.
 - 3. Coverage adjustment of all heads.
 - 4. Operation of system.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Quality: All materials shall be new and the best quality available unless otherwise specified. All materials shall be clearly marked by the manufacturer on all material, containers, or certificates of contents for inspection.
- B. Plastic Pipe and Fittings: Per City Standard Section 19.
- C. Control Wire: Per City Standard Section 19.
- D. Valve Boxes: Per City Standard Section 19.
- E. Tree Ring: Refer to plans. Any desired substitutions require submittals in duplicate for specific written approval.
- F. Irrigation Equipment: Refer to plans. Any desired substitutions require submittals in duplicate for specific written approval.
- G. Thread Sealant: Permatex Thread Sealant, part #14H, white in color.
- H. Valve ID Tags: All control valves to be labeled with standard yellow valve ID tags, available from Ewing Irrigation, (650) 592-9530, or similar.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Grading: The Contractor shall be responsible for installing all irrigation features to their finished grade and at the depths indicated. All rough grading shall be completed before trenching commences.
- B. Layout and Trenching: All features of the irrigation system shall be staked and pipe alignments marked prior to trenching for review by the City's Representative.

3.2 INSTALLATION

- A. Backfilling: Do not cover joints until the system has been reviewed by the City's Representative. Backfill with damaging rocks and debris shall not be permitted. Compact all backfill and eliminate settlement. Previously prepared soil shall be replaced as the top 6 inches of backfill.
- B. Fabrication: Snake pipe from side to side when trench exceeds 30 feet in length. All manifolds shall be neat, orderly, and constructed for ease in maintenance operations. Construct manifolds to allow valve boxes to be parallel to each other and to adjacent walls, walks, curbs, and buildings. Cuts and joints shall be free of

burrs, smooth, and minimum in quantity. All pipe above finish grade shall be galvanized unless noted otherwise.

- C. Pipelines: All pipelines shown parallel on the drawing may be installed in a common trench. Where pipelines are shown parallel or adjacent to shrub or groundcover areas, they shall be installed in these areas. All changes in depth of pipe shall be accomplished using 45-degree fittings.
- D. Testing: Test mainline per City Standard Section 19.
- E. Control Wire: Install per City Standard Section 19.
- F. Adjustments: Adjust all heads for arc, radius, riser height, and distribution for uniform and optimum coverage. Such adjustments shall include nozzle changes without additional cost to City.
- G. Finish Grade: Unless otherwise noted, all heads shall be set at finish grade and on double or triple swing joints as called for on the plans. The top of all valve boxes shall be flush with finish grade.
- H. Controller: Clearly label and sequence stations for ease in maintenance operations. Station valves shall operate as they are located around the site. Fasten controller and wire conduits securely to wall with conduit clamps and screws. Complete all forms and labels shipped with and/or attached to the controller. The Contractor shall attach their own name, address, and phone number to the controller via a permanent label, and shall properly execute and file the controller and valve guarantees with the City.

3.3 IRRIGATION SYSTEM AUDIT

- A. The Contractor shall coordinate and provide assistance to a third-party certified irrigation auditor to complete the irrigation audit. Schedule the audit once the irrigation system is in operation. Provide a two-week (14 day) notice for scheduling the audit. Provide staff to assist auditor during the process, allow up to 8 hours at site.

3.4 RECORD DRAWING

- A. Regularly update a print of the system and any changes made to the system throughout the project. Features below ground shall be indicated with at least two measurements from surface features such as walks, building, or sprinkler heads. All changes shall be recorded on this plan before trenches are backfilled. The

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record drawing shall be completed and submitted to City before final payment is made for work installed.

END OF SECTION 32 84 00

SECTION 32 91 13 LANDSCAPE SOIL PREPARATION

PART 1 – GENERAL

(See also General Provisions, Special Provisions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all landscape soil preparation as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Soil testing
 - 2. Stockpiling of native soil
 - 3. Topsoil placement
 - 4. Organic amendment
 - 5. Fertilizer
 - 6. Finish grading
- B. Related work specified elsewhere:
 - 1. Plants and Planting – Section 20
 - 2. Landscape Planting – Section 32 93 00

1.2 QUALITY CONTROL

- A. Reviews: Contractor shall specifically request at least three (3) working days in advance of the following reviews prior to progressing with the work:
 - 1. Completion of rough grading
 - 2. Verification of amendment incorporation depths
 - 3. Finish grade
- B. Certification: Written certificates stating quantity, type, and composition, weight and origin for all amendments and chemicals shall be delivered to the City's Representative before the material is used on the site.
- C. Soil Testing: Provide soil samples to Waypoint Analytical, Inc. of Anaheim, (714) 282-8777, for testing in accordance with these specifications. Test results shall be made available to the City's Representative. Allow sufficient time for testing prior to preparing soil for planting.
 - 1. The following soil tests are required under these specifications:

- a. Native Soil: Prior to construction, submit native soil for horticultural soil analysis, consisting of (2) one-quart samples from proposed container planting areas. Samples shall be a representative composite taken from several planting areas.
 - b. Pre-Plant: Following amendment and fine grading and prior to installation of plant material, submit for horticultural soil analysis: one quart-sized sample of in-place topsoil. Sample shall be a representative composite taken from several planting areas.
2. If test results indicate that soils fail to meet the specifications, obtain other sources of import material or re-amend as required. Retest and resubmit until passing results are obtained.
 3. Testing costs for initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.
 4. No material shall be delivered to the site until the City's Representative approves the material.
 5. The Contractor shall allow for sufficient time for testing prior to construction.
- D. Amendment Samples: Provide an analysis of the amendment from a Seal of Testing Assurance (STA) Certified Compost Lab, designated by the U.S. Composting Council (USCC). Or, send a one-gallon sample of each proposed amendment to Soil Control Lab of Watsonville (831) 724-5422, for their testing for conformance to this specification.
1. No material shall be delivered to the site until the City's Representative approves the samples.
 2. Testing costs shall be paid for by the Contractor.
 3. If an alternate laboratory is used, the laboratory must be STA certified by the USCC, using test methods described in the "Test Methods of the Examination of Composting and Compost" (TMECC) test methods manual.
- E. Planting Areas: All areas to be planted, whether in seed, sod, container stock, flats, or otherwise, are defined as planting areas in these documents.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Native Topsoil: Shall be the existing surface layer of soil on-site. This layer typically will be a different color and texture than the subsoil, and may be of varying

thicknesses. The Contractor shall be responsible for reviewing the area limits and depths of native topsoil on-site with the City’s Representative.

- B. Fertilizer: Shall be determined from the soils test results. For purposes of bidding only, assume the use of 6-20-20 commercial fertilizer, iron sulfate, and 20-10-5 Best-Pak planting packets by J.R. Simplot Company.
- C. Organic Amendment: If recommended by the horticultural soils test, the following
 - 1. Compost: Shall be Z-Best’s Organic Compost available through Z-Best Composting (408) 846-1574 and shall conform to:
 - a. Seal of Testing Assurance Program from the U.S. Composting Council.
 - b. Compost parameters, below:

| Property | Test Method | Unit of Measurement | Requirement |
|------------------------|--|------------------------------------|--|
| pH | TMECC 04.11-A Elastomeric pH 1:5 slurry method pH | units | 6–8.5 |
| Soluble salts | TMECC 04.10-A Electrical conductivity 1:5 slurry method | dS/m (mmhos/cm) | 0–10 |
| Moisture content | TMECC 03.09-A Total solids & moisture at 70 ± 5 °C | % wet weight basis | 30-60 |
| Organic matter Content | TMECC 05.07-A Loss-on-ignition organic matter method (LOI) | % dry weight basis | 30–60 |
| Maturity | TMECC 05.05-A Germination and vigor | % relative to positive control | Seed emergence 80 or above Seedling vigor 80 or above |
| Stability | TMECC 05.08-B Carbon dioxide evolution rate | mg CO ₂ -C/g OM per day | 4 or below |
| Pathogen | TMECC 07.01-B Salmonella < 3 MPN per 4 grams, dry weight basis | Pass/ Fail | Pass |
| Pathogen | TMECC 07.01-B Fecal coliform bacteria < 1,000 MPN per gram, dry weight basis | Pass/ Fail | Pass |
| Physical contaminants | TMECC 02.02-C Man-made inert removal and classification: Plastic, glass, and metal % > 4 mm fraction | % dry weight basis | combined total: < 0.5% |

| Property | Test Method | Unit of Measurement | Requirement |
|---|---|-------------------------------|---|
| Physical contaminants | TMECC 02.02-C Man-made inert removal and classification: Sharps (sewing needles, straight pins and hypodermic needles) % > 4mm fraction | % dry weight basis | none detected |
| Particle size fine for compost used as soil amendment | TMECC 02.02-B Sample sieving for aggregate Size classification | % dry weight basis | Pass 2 inch sieve 98% min., Pass 3/8 inch sieve 95% min. |
| Heavy metals | PASS / FAIL | mg/kg (ppm), dry weight basis | All EPA 503 metal contaminant limits |
| Carbon:Nitrogen Ratio | | Carbon:Nitrogen | ≤25:1 |
| Note: TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC). (Table modified from the US Composting Council Landscape Architectural Specifications 2005.) | | | |

2. Nitrogen-treated Fir Bark shall conform to:

a. Physical Properties

- 1) 95% -100% passing, sieve size 6.35 mm (1/4 inch)
- 2) 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh)
- 3) 0% - 30% passing, sieve size 500 micron (No. 35, 32 mesh)

b. Chemical Properties

- 1) Nitrogen Content (dry weight basis): 0.4% - 0.6%
- 2) Iron Content: minimum 0.08% dilute acid soluble Fe on dry weight basis
- 3) Soluble Salts: maximum 3.5 millimhos/cm at 25 degrees C. as determined by saturation extract method
- 4) Ash: 0 - 6.0%

PART 3 – EXECUTION

3.1 LIMITS AND GRADES

- A. Grade Review: Prior to commencing soil preparation operations, Contractor shall request a review by the City’s Representative to verify specified limits and grades of work completed to date and soil preparation work to commence. Complete the rough grading as necessary to round the top and toe of all slopes, providing

naturalized contouring to integrate newly graded areas with the natural topography. Finish grading under this Section shall be completed in accordance with the grades indicated on the plans.

- B. Grading at Existing Trees: Soil work within the dripline of existing trees shall be performed in accordance with tree protection requirements indicated on the plans and Section 32 01 91 Tree Protection and Pruning.

3.2 STRIPPING AND STOCKPILING OF EXISTING TOPSOIL

- A. Excavation Areas: The native topsoil shall be stripped and stockpiled on-site in sufficient quantities to provide a 6 inch layer throughout all planting areas. Topsoil to be stripped and stockpiled shall be taken from the surface layer after all organic litter and foreign debris has been removed and properly disposed of.
- B. Existing Grade Unchanged: In those areas where grades are not proposed to be modified (areas of no excavation or fill) the native topsoil shall be left in place. All debris, as well as all rocks over 3/4 inches in diameter, shall be removed from the surface of planting areas.

3.3 TOPSOIL PLACEMENT

- A. Depths indicated in this Section are for bidding purposes only. Depth of scarification, height of soil lifts, and depths of incorporation shall be as recommended by the soil testing lab.
- B. Soil Moisture: If soils are saturated, suspend soil work operations until the soil moisture drains to below field capacity.
- C. Subgrade preparation: Excavate planting areas to the proposed subgrade and remove all construction debris and materials.
 - 1. Do not over excavate compacted subgrades of adjacent pavement or structures.
 - 2. Subgrades shall slope approximately parallel to the finished grade and/or toward the subsurface drain lines as shown on the plans.
 - 3. Scarify or rip subgrade to a depth of 7 inches and protect from compaction.
- D. Topsoil Incorporation: Uniformly distribute a 3 inch layer of topsoil and incorporate it into the top 6 inches of subsoil by ripping, scraping, or tilling to mix the subsoil with the topsoil into a homogeneous mixture. Repeat until the total depth of topsoil placed is as indicated on the plans. The final layer of topsoil shall

be uniformly distributed in the planting areas and compacted in place to 85% compaction.

- E. Existing Topsoil to Remain: Except within tree protection zones, in those planting areas where native topsoil is to be left in place, cross rip to a depth of 10 inches. Then incorporate the amendments to a homogeneously blended soil depth of 6 inches.

3.4 ORGANIC AMENDMENT AND FERTILIZER INCORPORATION

- A. Organic amendment: After topsoil placement and compaction, spread organic amendment at a rate of 6 cubic yards per 1000 square feet, unless otherwise specified by the soils test results.
- B. Fertilizer: Spread uniformly on top of compost at rates determined by the soils test. For bidding purposes only, assume per 1000 square feet:
 - 1. 30 pounds commercial fertilizer (6-20-20)
 - 2. 10 pounds iron sulfate
 - a. Note: Iron sulfate should be applied cautiously, avoiding contact with concrete, since permanent staining may result. Any such stained concrete shall be replaced at Contractor's expense.
- C. Incorporate organic amendment and fertilizer into the top 6 inches of topsoil, until homogeneously blended.

3.5 PLANT PITS

- A. Plant Pit Preparation: Plant pits shall have their sides and bottoms loosened or otherwise broken to prevent glazed or compacted surfaces, and shall be as shown on the planting detail.

3.6 BACKFILL

- A. Backfill Material and Placement: Only unamended soil shall be used beneath the root ball. Cultivate the bottom of plant pits to improve porosity. Backfill around sides of the rootball shall be the amended soil taken from adjacent prepared areas. Spread material excavated from plant pits onto adjacent areas as replacement. Should additional backfill be necessary, a mixture of one third organic amendment/fertilizer mix and two thirds topsoil may be used for the top 12 inches of backfill.

3.7 PLANT PACKETS

A. Packet Quantities: All container plants shall receive plant packets as follows:

| Container Size | Number of Packets |
|-----------------------|-----------------------------|
| one-gallon plants | one 10-gram packet |
| five-gallon plants | two 10-gram packets |
| fifteen-gallon plants | nine 10-gram packets |
| 24-inch box trees | sixteen 10-gram packets |
| 36-inch box trees | twenty-four 10-gram packets |

1. Space the packets evenly around the root ball in the backfill, 6 - 8 inches from soil surface and 1 inch away from root ball. City's Representative may require excavation of up to 5% of all plants selected at random for conformance review.

3.8 FINISH GRADING

- A. Grading Operations: Finish grade all irrigated planting areas unless otherwise noted, and remove all rocks and clods over 1 cubic inch to a depth of 1 inch below finish grade. All areas shall be smooth and uniformly graded. All erosion damage during the construction period shall be repaired by the Contractor.
- B. Finish Grades: Unless otherwise noted, all soil finish grades shall be 1 inch below finish grade of walks, pavements, and curbs.

END OF SECTION 32 91 13

SECTION 32 93 00 LANDSCAPE PLANTING

PART 1 – GENERAL

(See also General Provisions, Special Provisions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all landscape planting as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Trees
 - 2. Shrubs
 - 3. Groundcovers
 - 4. Root barrier
 - 5. Mulch
 - 6. Headerboard
 - 7. Cobble

- B. Related work specified elsewhere:
 - 1. Landscape Maintenance – Section 32 01 90
 - 2. Landscape Soil Preparation – Section 32 91 13

1.2 REFERENCES

- A. Interpretations of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
 - 1. USDA – The Germplasm Resources Information Network (GRIN)
<http://www.ars-grin.gov/npgs/searchgrin.html>
 - 2. Manual of Woody Landscape Plants, Michael Dirr, Stipes Publishing, Champaign, Illinois, most current edition.
 - 3. New Sunset Western Garden Book, Oxmoor House, most current edition.

- B. ANSI American Standard for Nursery Stock

- C. Federal, State, and County laws requiring inspection for plant disease and insect control.

1.3 QUALITY CONTROL

- A. Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:
1. Plant material approval
 2. Plant layout
 3. Finish grade
 4. Substantial completion
 5. Final completion

1.4 SUBMITTALS

- A. Plant Material: Within ten (10) working days after award of the contract, the Contractor shall submit notice to the City's Representative certifying the quantity and species of plant material ordered, the nursery supplying the material, any plant material unavailable at the time, and proposed plant substitutions. No plants shall be ordered or delivered prior to written acceptance by the City's Representative.
- B. Mulch: Name of supplier and one quart-sized sample.
- C. Certificates: All plant material shall meet the specifications of Federal, State, and County laws requiring inspection for plant diseases and insect infestations. Inspection certificates required by law shall accompany each shipment, invoice, or order of stock, and when such plants arrive at the site of work, the certificate of inspection shall be filed with the City's Representative.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Nomenclature and Labels: Plant botanical names shall conform to current literature noted in Section 1.2 above. All plants of each clone, species, and cultivar shall be delivered to the site labeled with their full botanical names. Every plant species shall be labeled with no less than one label for every ten plants of a species.
- B. Quality: The minimum quality of all plant material shall conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock unless otherwise indicated. Additional specifications shall be indicated on the plans.

- C. Quantities: The quantities shown on the plant list and in labels are for the City’s use and are not to be construed as the complete and accurate limits of the contract. The Contractor shall furnish and install all plants shown schematically on the plans. Any unlabeled plants shall be considered as the smaller size shown for that type on the plans.
- D. Root Systems: All container-grown stock shall be grown in its container for at least 6 months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within one year following the final acceptance of the project, determined by the City’s Representative to be defective, restricted, declining, or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.
- E. Trees: All trees shall have straight trunks of uniform taper, larger at the bottom. Trunks shall be free of girdling roots or damaged bark, with all minor abrasions and cuts showing healing tissue. Sucker basal growth and sucker lateral growth shall be removed and treated to eliminate re-sprouting. Normal lower side branching shall remain. Trees that are unable to stand upright without support shall be rejected.
- F. Health: Foliage, roots, and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.
- G. Untrue Species: All plant material, within two years following the final acceptance of the project, that is determined by the City’s Representative to be untrue to the species, clone, and/or variety specified, shall be replaced by the Contractor, to the equal condition of adjacent plants at the time of replacement.
- H. Mulch: per plans.
- I. Headerboard: Shall be per City Standard Section 24.
- J. Cobble: Shall be clean, smooth, rounded rock obtained from a single source. The color of the cobble shall be in the blueish-grey range. The cobble shall conform to the following grading:

| Screen Size (Inches) | Percent Passing |
|----------------------|-----------------|
| 8 | 100 |
| 6 | 50-85 |
| 4 | 0-50 |

Rock cobbles with any breaks or fractures shall be replaced.

PART 3 – EXECUTION

3.1 GENERAL

- A. Plant Material Approvals: Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the City’s Representative. Defective plants installed without such review shall be removed from the site upon request by the City’s Representative and an acceptable plant shall be substituted in its place.
- B. Storage and Handling:
 - 1. Plant materials shall be protected and maintained in good condition. Bare root and balled materials shall be watered regularly and placed in a cool area. Plant material shall be protected at all times from animal damage, vandalism, drought damage, wind damage, frost damage, toxic irrigation water, or any other condition that would damage or reduce the viability of the plants. Plants shall be kept moist at all times and shall be completely watered 12 hours or less before planting and shall be moist when installed.
- C. Layout: Only those plants to be planted in any single day shall be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review shall be transplanted as directed by the City’s Representative.
- D. Protection of Plants: Maintain all plant material in a healthy growing condition prior to and during planting operations. The Contractor shall be responsible for vandalism, theft, and damage to plant material until the commencement of the maintenance period.
- E. Root Systems: The Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, evidence of girdling roots, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. The Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots, and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

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- F. Pruning: The Contractor shall not prune plant material without the specific approval of the City's Representative. Plants pruned without approval shall be replaced by the Contractor, if required.
- G. Basins: Construct basins as necessary to water plants. Remove basins from all plants under a permanent irrigation system prior to final inspection and finish grade the planting area. Basins for plants to be hand-watered shall remain in place. Basin bottoms shall drain away from the plant stem.
- H. Staking: All trees shall be staked as shown on the plans with stakes driven securely into existing soil and aligned with the trunk and perpendicular to the direction of prevailing winds. A minimum of two figure-eight rubber tree ties is required per stake.
- I. Plant Pits, Backfill and Finish Grading: See Landscape Soil Preparation Section 32 91 13 for materials and installation requirements.
- J. Headerboard: Shall be per plans.
- K. Cobble: Shall be per plans.
- L. Clean-up: After completion of all operations, remove all trash, excess soil and other debris. All walks and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

END OF SECTION 32 93 00