**MAINTENANCE AGREEMENT**
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

**AGREEMENT FOR SERVICES BETWEEN**
**THE CITY OF MENLO PARK AND UNIVERSAL SITE SERVICES, INC.**

THIS AGREEMENT made and entered into at Menlo Park, California, this 7th day of March, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and UNIVERSAL SITE SERVICES, INC., hereinafter referred to as "FIRST PARTY."

**WITNESSESTH:**

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Landscape and Irrigation Improvements at Onetta Harris Community Center and Menlo Park Library

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. **SCOPE OF WORK**

   In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. **SCHEDULE FOR WORK**

   FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

   FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

3. **PROSECUTION OF WORK**

   FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $38,709.21 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, rational origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
NmmeIqar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Miguel Guzman
Universal Site Services, Inc.
760 E Capitol Avenue
Milpitas, CA 95035
650-504-3072
mguzman@universalsiteservices.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
## 11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. **Worker's Compensation and Employer's Liability Insurance:**
   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 3700 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. **Liability Insurance:**
   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. **Professional Liability Insurance:**
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker's Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. **INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. **COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. **BREACH OF AGREEMENT**

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. **SEVERABILITY**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. **CAPTIONS**

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. **LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", "Dispute Resolution" attached hereto and by this reference incorporated herein.

23. **RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. **TERM OF AGREEMENT**

This Agreement shall remain in effect for the period of March 8, 2017 through Project Completion unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the Agreement.

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

FIRST PARTY:

Signature

Name

Tax ID#

APPROVED AS TO FORM:

Date

City Manager

CITY OF MENLO PARK:

Signature

Date

Name

City Manager

ATTEST:

Date

Pamela Aguilar, City Clerk, City of Menlo Park
### A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s **Public Works**. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

### A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

### A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

### A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:
- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
### A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION

PROJECT TITLE:
LANDSCAPE AND IRRIGATION IMPROVEMENTS AT
ONETTA HARRIS COMMUNITY CENTER
(100 TERMINAL WAY, MENLO PARK)
AND
MENLO PARK PUBLIC LIBRARY
(800 ALMA STREET, MENLO PARK).

INVITATION FOR INFORMAL BID (IFIB)

IFIB DUE DATE: Thursday, February 23, 2017 at 2 PM

A NON-MANDITORY PRE-BID WALKTROUGH OF THE SITES IS SCHEDULED FOR
TUESDAY, FEBRUARY 7, 2017 AT 10:00 AM, BEGINNING WITH
ONETTA HARRIS COMMUNITY CENTER PARKING LOT
100 TERMINAL WAY, MENLO PARK, CA. THEN PROCEEDING TO
MENLO PARK PUBLIC LIBRARY PARKING LOT
800 ALMA STREET, MENLO PARK, CA.

This bid document contains all bidding forms.
For any further questions, please contact Maintenance Division at (650) 330-6780.
TABLE OF CONTENTS

Invitation for Informal Bid (IFIB) Summary

Bid Forms

Design Drawings

Scope of Work

Payment

Exhibit "B" Dispute Resolution
NAME OF BIDDER: Universal Site Services, Inc

BUSINESS ADDRESS: 700 E. Capitol Ave

CITY, STATE, ZIP: Milpitas, CA 95035

LICENSE NO.: 907009 CLASS: C-27 EXP. DATE: 12/17

TAX I.D. NO.: 94-01602345

TELEPHONE NO: (650) 504-3072 FAX NO: (408) 258-0122
## ITEM PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Estimate Quantity</th>
<th>Unit Price (In figures)</th>
<th>Unit Price (In words)</th>
<th>Total (In figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolition, disposal of existing plants, landscape and irrigation system per details and notes contained in attached design drawings for Onetta Harris Community Center.</td>
<td>LS</td>
<td>1</td>
<td>three thousand fifty one dollars 0/100 3,150.00</td>
<td>three thousand one hundred and fifty dollars 0/100 cents</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>2</td>
<td>Installation of new plants, landscaping and irrigation system per details and notes contained in attached design drawings for Onetta Harris Community Center.</td>
<td>LS</td>
<td>1</td>
<td>$14,255.64</td>
<td>fourteen thousand three hundred and fifty five dollars 4/100 cents</td>
<td>$14,255.64</td>
</tr>
<tr>
<td>3</td>
<td>Demolition, disposal of existing plants, landscape and irrigation system per details and notes contained in attached design drawings for Menlo Park Public Library.</td>
<td>LS</td>
<td>1</td>
<td>three thousand three hundred and sixty five dollars 0/100 3,365.00</td>
<td>three thousand three hundred and sixty five dollars 0/100 cents</td>
<td>$3,365.00</td>
</tr>
<tr>
<td>4</td>
<td>Installation of new plants, landscaping and irrigation system per details and notes contained in attached design drawings for Menlo Park Public Library.</td>
<td>LS</td>
<td>1</td>
<td>$17,838.77</td>
<td>seventeen thousand eight hundred thirty eight dollars and seventy seven cents 77/100</td>
<td>$17,838.77</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>thirty eight thousand seven hundred and nine dollars 9/100 cents</td>
<td>$38,709.21</td>
</tr>
</tbody>
</table>

Prices shall be good for **120** days from opening of bids.

(Abbreviations: LF=linear feet, SF=square feet, SY=square yards, CY=cubic yards, TN=tons, LS=lump sum, EA=each)
EXPERIENCE QUALIFICATIONS

The bidder has been engaged in the contracting business under State License No. 90-9009 for a period of 40 years.

The bidder’s five (5) most recently completed landscape installation construction projects are:

1. Title of Project: Safeway Burlington
   Owner: C.BRE / Burlington Retail
   Address: 400 Howard St. Burlington CA
   Telephone No.: 415-272-0369
   Engineer in Charge: 
   Date Accepted: 11/10/17

2. Title of Project: Target # 70322 Mountain View
   Owner: Target Corp
   Address: 555 Showers Ave. Mountain View CA
   Telephone No.: 408-639-0784
   Engineer in Charge: 
   Date Accepted: 11/31/17

3. Title of Project: Bayshore Towers
   Owner: Hahn & Seyer
   Address: 400 E. Harbord Ave. Foster City
   Telephone No.: (650) 350-1082
   Engineer in Charge: Rolf Kneller
   Date Accepted: 12/22/17

4. Title of Project: Costco #1004 North San Jose
   Owner: Costco Corp
   Address: 1989 Automation Parkway San Jose CA
   Telephone No.: 1888-972-7581
   Engineer in Charge: Ted Rodriguez
   Date Accepted: 11/7/17

5. Title of Project: Marina Square Shopping Center
   Owner: J.Jiang Corp
   Address: 1221 Marina Blvd. San Leandro CA
   Telephone No.: (510) 972-3600
   Engineer in Charge: Angela Lomb
   Date Accepted: 11/10/16
SPECIAL PROVISIONS

LANDSCAPE AND IRRIGATION IMPROVEMENTS AT ONETTA HARRIS COMMUNITY CENTER AND MENLO PARK PUBLIC LIBRARY.

December 2016

01000 General Requirements

01100 Storm Water Pollution Prevention

02230 Clearing and Grubbing

02315 Irrigation Trenching and Backfilling

02810 Irrigation

02911 Landscape Soil Preparation

02934 Planting
SECTION 01000 GENERAL REQUIREMENTS

PART 1 - INFORMATION AND DOCUMENTS

1.1 REFERENCE TERMS

A. The term "Owner" or "City" shall mean "City of Menlo Park" and the authorized representatives acting on the City's behalf.

B. The term "Public Works Director" shall mean City of Menlo Park Public Works Director or his authorized representative.

C. The term "Inspector" shall be the City's authorized job inspector or any independent inspection service acting on the City's behalf.

1.2 DOCUMENTS

A. Drawings and Specifications Cooperative: The Drawings and Specifications labeled "Onetta Harris Community Center" and "Menlo Park Library" are intended to be complementary and items or information shown in one but not the other are to be included as if shown in both. Anything not expressly set forth in either but which is necessarily implied shall be furnished as though specifically both shown and mentioned without extra charge. Should anything be omitted from the drawings that are necessary for proper execution of the work herein described, it shall be the duty of the Contractor to notify the City before signing the contract.

B. Scaling of Prints: Shall be avoided and, when done, shall be the Contractor's responsibility. Given dimensions shall take precedence. Consult the City for all necessary dimensions that are not given. Check all field dimensions and existing building conditions and sizes before proceeding.

C. Additional Details: Shall be furnished by the City as they may be required, and shall be considered of equal force with those that accompany these Specifications.

D. Omissions or Errors: If discovered in the Drawings or Specifications, shall be brought to the attention of the Public Works Director. No work is to proceed where there is any uncertainty as to the meaning of these documents.

1.3 QUALITY CONTROL

A. Variations to Expedite the Work: Contractor shall consult the Inspector if at any time a variation in the construction or in the quality of materials as specified is desired. Contractor will be allowed to vary from the documents only after written approval of the City is obtained.
B. Building Codes: Building Codes of this State and the specific County and City and the latest rules and regulations of the National Board of Fire Underwriters and all other applicable codes and regulations shall be accurately complied with.

C. Substitutions: Substitutions in material or methods of construction, when necessary because of material shortages or in order to avoid serious delay, may be made only after they are approved by the City in writing.

D. Alterations and Extras: No alterations shall be made in the work from that shown in the Drawings and Specifications, and no claims will be allowed except in pursuance of a written change order countersigned by the City and the Public Works Director, and any alterations or changes so ordered shall in no way invalidate the contract. Should the Contractor deem any work to be an extra, the City shall be notified in writing and a written change order shall be issued before any work is executed, or no claim will be allowed.

E. Public Access: Continuous safe public access (both pedestrian and vehicular) shall be maintained at work areas. Construct temporary walkways as necessary.

1. Barricade open depressions and holes that occur in the performance of this work. Post warning light adjacent to the depression.

2. Operate warning light during hours from dusk to dawn each day, and as otherwise required.

3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under the specified work.

4. Work areas in construction zone shall be made safe for pedestrian and vehicular traffic during non-work hours.

F. Material and Workmanship: All materials and workmanship are to be the best of their respective kinds. The terms "or equal", "approved", "selected", and so forth, shall mean as approved, etc. by the City. All materials and equipment used shall be in accordance with the manufacturers printed directions. Use adequate numbers of skilled workers who are thoroughly trained and experienced in necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of work specified. Use equipment adequate in terms of size, capacity, and numbers to accomplish work in a timely manner.

G. Defective or Improper Work: Any work or materials not acceptable to the City must be removed by the Contractor and replaced by approved materials and/or work without extra compensation. In the event that such removal might cause injury to other portions of the work, or if the Contractor refuses or neglects to remove them, then the City may deduct from the contract price such sum as judged to be just and reasonable as damage caused by non-compliance with the plans and specifications, as well as for the difference in value between the balance that may be due the Contractor.
H. De-Watering: Contractor shall generally keep work areas free of all surface water so as to permit construction work to progress in an orderly and workmanlike manner.

PART 2 - SUBMITTALS

2.1 SUBMITTALS

A. Only where called for in the technical specifications, samples of materials to be used in fulfilling the requirements of the specifications shall be deposited with the Public Works Director at least (3) working days prior to their use in the work to allow sufficient time for review.

B. Submit manufacturers’ samples to the Engineer at least three (3) working days prior to execution of the work as required in the specifications and in all cases where choice of color, finish, style, or texture is involved.

2.2 TESTING

A. When testing of materials is required by these specifications, the Contractor shall give the City sufficient notice of readiness for the tests to be taken. The cost of all tests will be borne by the City except for retesting as specified below, and the minor amounts of material required for testing which the Contractor shall furnish. The Contractor will cooperate with the City’s representative in the taking of test samples.

B. Should the results of any required test fail to meet the requirements of the Specifications, then the Contractor shall furnish new samples of new materials, as directed by the City, and additional tests shall be made at the Contractor’s expense until the test results are found to meet the requirements of the documents.

2.3 JOB SITE SAFETY

A. Neither the professional activities of the Owner’s Representative, nor the presence of the Owner’s Representative or their employees and sub consultants at a construction/project site, shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Owner’s Representative and their personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety programs or procedures. The Contractor shall be solely responsible for job site safety and the Owner’s Representative and the Owner’s Representative’s sub consultants shall be indemnified by the Contractor and shall be made additional insured’s under the Contractor’s policies of general liability insurance.

PART 3 - TEMPORARY FACILITIES AND CONTROLS

3.1 TEMPORARY FACILITIES
SPECIAL PROVISIONS

A. Utilities:

1. Existing water and electricity service located on-site may be used as required for the work. Contractor shall make all such arrangements as required with the responsible utility company.

2. Contractor shall provide their own sanitary facilities.

3. Shut downs of utilities for any reason shall be subject to approval by the City. When extended shut downs are required the Contractor shall provide standby service for normal occupancy requirements.

4. Before starting work, coordinate work and obtain clearance from utility companies and/or governmental agencies that supply existing or proposed services to project.

5. Unless they are shown to be removed, protect active utility lines prior to excavating. If utilities are damaged, they shall be repaired or replaced at no additional cost to the City.

6. If active utility lines are encountered and are not shown on these plans or otherwise made known to the Contractor, the Engineer shall be immediately notified and Contractor shall then take the necessary steps promptly to assure that service will not be interrupted.

7. If service is interrupted by work performed under this section, immediately restore service by repairing damaged utility at no additional cost to the City.

8. If existing utilities interfere with permanent facilities being constructed under this contract, immediately notify Engineer and obtain instructions.

9. Do not proceed with permanent relocation of utilities until written instructions are received from the Engineer.

B. Protection:

1. The Contractor shall provide adequate protection for all portions of the existing site, its improvements, and its occupants throughout the work. All damage done to existing property shall be neatly repaired or replaced at the Contractor's expense. Work shall be executed in careful, orderly manner with the least possible disturbance to public and occupants of the area.

2. Contractor shall protect and save any and all utilities. Any time existing utilities are exposed, Inspector shall be notified. Repairs on existing utilities shall not be performed without prior approval and inspection by the City Inspector.

C. Field Office and Enclosures:

1. Fences, enclosures, storage sheds, etc., required by the Contractor for the storing of tools and materials shall be located where approved in advance by the City. Such fences, enclosures, storage sheds, etc., are at the Contractor's option.
3.2  CLEAN-UP

A.  During the construction period, the premises shall be kept free from the accumulation of waste materials or rubbish on a daily basis. The final cleaning shall leave the facilities ready for occupancy with no additional clean up. Clean up dirt, grease, asphalt, etc., from all surfaces. Use no cleaning materials that will damage finishes.

PART 4 - MATERIALS AND EQUIPMENT

4.1  GENERAL

A.  Deliver all materials and equipment to the project site in the manufacturer's original sealed, labeled containers, if any, and protect all packaged and unpackaged items against moisture, dust, tampering or damage from improper handling or storage. Storage location shall be as approved in advance by the City.

B.  Place materials and equipment on order in time to avoid job delay or hindrance. Schedule deliveries to coincide, as nearly as possible, with construction schedule.

C.  Except as specifically noted otherwise, the installation and/or maintenance directions provided by the manufacturer shall be followed for all materials and equipment.

D.  All materials shown on the drawings or specified herein shall be new unused materials unless specified otherwise.

E.  All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the job site.

F.  Prior to ordering materials or starting work, the Contractor shall verify all measurements at the site and shall be held responsible for their accuracy. No extra compensation will be allowed for differences between actual dimensions and the measurements shown on the drawings.

4.2  SUBSTITUTIONS

A.  In addition to the statements set forth in Paragraph 1.3D of this Section regarding the specification and naming of products, brand names, manufacturers, etc., as referenced within these Specifications, the following will apply:

1.  Specific names are indicated to establish quality and functional
standards required to do the work, and to meet the quality and functional standard of the contract.

2. Substitute items shall be equal or superior to the items specified at no additional cost to the City.

3. It shall be the responsibility of the Contractor to prove the equality of item(s) proposed for substitution. Therefore, the Contractor shall submit for the City's approval all pertinent product data and samples as the City deems appropriate, to establish said product equality before commencing with that portion of the work. Failure of the Contractor to receive the City's approval in writing shall cause the City to reject said product and its related assembly and/or installation, and require the complete replacement with that item specified all at the Contractor's cost. Submittals for proposed substitutions will be reviewed once at the cost of the City. Subsequent reviews of submittals will be at the cost of the Contractor on an hourly basis.

4.3 MEASUREMENT & PAYMENT

   A. Where the estimated quantities for a specific portion of the work are designated on the plans as final pay quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Inspector or Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities that can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities. In case of a discrepancy between the quantities shown on the plans as final pay quantities and the quantity of the same items shown on the bid form, payment will be based on the final pay quantities shown on the plans.

PART 5 - GUARANTEES

5.1 The Contractor shall provide a written guarantee for all the work as required in the Technical Specification section.

5.2 Assemble and bind three (3) sets of all certificates, warranties, guarantees, and maintenance manuals into clearly organized files and present the files to the City at the completion of the work.

PART 6 – MEASUREMENT AND PAYMENT

6.1 Full compensation for conforming to the requirements of this section shall be
considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

END OF SECTION 01000

SECTION 01100 STORM WATER POLLUTION PREVENTION

PART 1 – GENERAL See also General Requirements

1.1 WORK INCLUDED

A. This section consists of measures to prevent the pollution of storm water by keeping construction site-generated pollution out of storm drains, reducing the exposure and discharge of materials and wastes to storm water and reducing erosion and sedimentation.

B. Contractor shall adhere to the requirements of this section and to best management practices as required by the California Stormwater Quality Associations Stormwater Best Management Practice Handbook, current edition.

1.2 GENERAL REQUIREMENTS

A. The following requirements shall be met on all projects within the City of Menlo Park.

1. Non-hazardous Material/Waste Management

   a. Designated Area: Propose designated areas of the project site for approval by the City’s Representative, suitable for material delivery, storage and waste collection to the maximum practicable extent, are near construction entrances and away from catch basins, gutters, drainage courses and creeks.

2. Granular Material: Store granular material at least 10 feet away from catch basins and curb returns. Do not allow granular material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the Contractor is required to cover granular material with a tarpaulin and to surround the material with sand bags.

   a. Dust Control: Dust control shall be in accordance to Section 10, “Dust Control” of the Standard Specifications.

   b. Street Sweeping: At the end of each working day or as directed by the City’s Representative, clean and sweep roadways and on-site paved areas of materials attributed to
SPECIAL PROVISIONS

or involved in the work. The Contractor shall not use water to flush down streets in place of street sweeping.

c. Disposal: At the end of each working day, I collects all scrap, debris and waste materials and dispose of such materials properly. Inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak. Arrange for regular waste collection before dumpsters overflow.

3. Hazardous Material/Waste Management

a. Storage: The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents and fuels and all hazardous wastes, such as waste oil and antifreeze. The Contractor shall store all hazardous materials and all hazardous waste according to the local County Regulations. The Contractor shall keep an accurate up-to-date inventory of hazardous material and hazardous wastes stored on site to assist emergency response personnel if there is a hazardous material incident.

b. Usage: When rain is forecast within 24 hours or during wet weather; do not apply chemicals in outside areas. Do not over apply pesticides or fertilizers and shall follow material manufacturer’s instructions regarding uses, protective equipment, ventilation, flammability and mixing of chemicals.

c. Disposal: Arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste. Dispose the hazardous waste only at authorized and permitted Treatment, Storage and Disposal Facilities and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal Regulations. For additional information, please contact: San Mateo County Commercial Hazardous Waste Disposal at (650) 363-4305.

4. Spill Prevention and Control

a. Keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site.

b. Immediately contain and prevent leaks and spills from entering storm drains and properly clean up and dispose of the waste and clean up materials. If the waste is hazardous, handle the waste as described in Section 1.2A, 3c above.

c. Do not wash any spilled material into streets, gutters, and storm drains, or creeks and shall not bury spilled hazardous materials.
5. Vehicle/Equipment Cleaning

a. Do not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment or equivalent methods.

b. Perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into streets, gutters, storm drains or creeks.

6. Vehicle/Equipment Maintenance and Fueling

a. Perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow storm water run-off of spills.

b. Use secondary containment, such as a drip pan to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

c. Keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site.

d. Clean up leaks and spills of vehicles or equipment fluids immediately and dispose of the waste and clean up materials as hazardous waste, described in Section A.2.c above.

e. Do not wash any spilled material into streets, gutters from drains, or creeks and shall not bury spilled hazardous.

f. Report any hazardous materials spill to the City Engineer.

g. Inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

h. Recycle waste oil and anti-freeze to the maximum practical extent.

i. Comply with Federal, State and City requirements for aboveground storage tanks.

PART 2 - MEASUREMENT AND PAYMENT

2.1 All work in this section shall be paid for at the lump sum price bid for storm water pollution prevention and shall include full compensation for furnishing all materials, labor, equipment, tools and for doing all required work involved in storm water pollution prevention, and related incidental work as specified herein, and as directed by the Inspector.

END OF SECTION 01100
SECTION 02230 CLEARING AND GRUBBING

PART 1 - GENERAL
See also General Requirements

1.1 SCOPE

A. Perform all clearing and grubbing as shown and specified including weeds, shrubs, groundcovers, brick pavers, valves, and irrigation equipment.

1.2 STANDARDS

A. All work shall conform to the codes and regulations of the City and to the State of California Department of Transportation Standard Specifications (DTSS).

PART 2 - PRODUCTS (none)

PART 3 - EXECUTION

3.1 CLEARING

A. Contractor shall review with the City’s Representative the exact limits of work and extent of materials to be removed.

B. Strip all organic and vegetable matter from unpaved areas to be improved to a depth sufficient to remove such material. The Contractor shall protect surrounding areas from damage by equipment or construction operations.

3.2 REMOVALS

A. Contractor shall strip the site of all materials not to remain as part of the finished work. All such materials shall be legally disposed of off-site at contractor’s expense except as otherwise noted on drawings. Items to be disposed of off-site include, but are not limited to the following:

1. Weeds, roots, shrubs, and other organic material, wood, and trash.
2. Pavements, brick pavers, base rock, and subgrade.
3. Asphalt.
4. Irrigation system components.

B. All items so indicated on the drawings shall be carefully removed and returned to the storage yard as directed by the City’s Representative to facilitate possible re-use by the City.

C. All above-grade components of existing irrigation system shall be removed. Existing mainline shall be capped where shown on drawings.
All below-grade components may remain where they do not interfere with new construction.

D. All existing signs, lighting, pull boxes, or other improvements that are required to be removed or replaced with new construction will be so moved or replaced during the course of construction operations to the satisfaction of the City.

3.3 WORKMANSHP

A. Where required, saw-cut concrete or other materials in a neat, clean manner so as not to damage adjacent pavements or structures.

B. All excavation within the drip line of trees to remain shall be accomplished in a careful manner. No roots greater than one-inch diameter shall be cut. Where excavation reveals roots greater than one inch diameter that will interface with construction, Contractor shall notify the City's Representative for direction prior to proceeding.

C. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City or the agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted through the Contractor's own negligence, those services shall be repaired immediately and restored by him at his own expense. Abandoned lines, meters and boxes, obstructions or piping shall be removed, plugged or capped in accordance with the requirements and approval of the agencies affected. It shall be the responsibility of the Contractor to ascertain whether any public facilities exist along the line of work, whether or not shown on the plans; and Contractor shall, at the Contractor's expense, do any necessary work to save from damage all such property in or adjacent to the work, and shall repair all damage thereto caused by the Contractor's operations.

Service connections to adjacent properties requiring removal or adjustment, due to new construction, will be so removed or adjusted during the course of construction operations. The Contractor shall cooperate with the utility companies and/or agencies in such work.

The right is reserved by the City and the owners of public utilities and franchises or their authorized agents, to enter upon the work for the purpose of making such changes as are made necessary by the proposed work or for making necessary connections or repairs to their properties.

PART 4 - MEASUREMENT AND PAYMENT

4.1 All work under this section shall be paid for at the lump sum price bid for clearing and grubbing and shall include full compensation for furnishing all
labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing, and related incidental work.

END OF SECTION 02230

SECTION 02315 IRRIGATION TRENCHING AND BACKFILLING

PART 1 - GENERAL See also General Requirements

1.1 SCOPE

A. Perform all trenching and backfilling work as shown and specified including, but not necessarily limited to irrigation lines.

1.2 STANDARDS

A. Unless otherwise shown or specified, all materials and methods shall conform to Section 19 Earthwork of the State of California, Department of Transportation Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General Backfill: Backfill material shall be approved by the City's Representative prior to its use. Excavated material and excess material from site grading may be re-used for backfilling and grading, provided such fill shall be homogeneous, free from rocks, rubbish, organic material, etc., and shall consist of fragments capable of being thoroughly crushed and consolidated into a dense, uniform compact fill, and shall meet the following requirements:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percentage Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 inch</td>
<td>100</td>
</tr>
<tr>
<td>3/4 inch</td>
<td>95-100</td>
</tr>
<tr>
<td>No. 200</td>
<td>10-75</td>
</tr>
<tr>
<td>Plasticity index</td>
<td>12 maximum</td>
</tr>
</tbody>
</table>

PART 3 - EXECUTION

3.1 EXCAVATING AND BACKFILLING FOR TRENCHES

A. Perform all necessary excavation, shoring, pumping and dewatering and backfilling required for the proper laying of all underground pipes and conduits.
B. All piping in ground shall have a minimum cover of 1'-6", except as otherwise shown, and shall be laid in ditches dug true to grade and line, avoiding sharp breaks. Piping shall bear equally over its entire length at bottom of ditch. Rock or unstable material encountered at grade shall be replaced with sand fill to a depth of 6 inches below pipe.

C. Backfill: Fill trenches with excavated material in 6 inch to 8 inch thick layers, compacted to 90% relative density. Backfill shall be moisture-conditioned to near-optimum in accordance with ASTM D 1557-02e1.

D. Backfilling shall be commenced as soon as practical after subsurface work is installed and reviewed by the City.

E. No wood or debris shall be buried in any fill. The fill material shall be as indicated on the drawings and meet the following criteria:

   1. Physical: 100% passing 4 inch size 10-75% passing the No. 200 sieve. Plasticity Index of 12 minimum when tested in accordance with ASTM D 4318-75.

   2. Chemical: Salinity limit (ECe) saturation extract of 4.0 sodium (SAR) limit of less than 8.0.

   3. Boron: Saturation extract concentration less than 1.0 ppm.

G. Provide shoring, excavation pumping and other requirements as necessary at excavations for points of connection.

3.2 SURPLUS MATERIAL

A. Any excavated material which proves to be unsuitable or which is not required for backfilling shall be removed from the immediate work area and disposed of off-site.

3.3 CLEANUP

A. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such cleanup operations within 48 hours shall be considered adequate grounds for having the work done by others at the Contractor’s expense.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Full compensation for irrigation trenching and backfilling shall be considered as included in the contract lump sum prices paid for items involved, and no separate payment shall be made therefore.
SECTIONS 02810 IRRIGATION

PART 1 - GENERAL. See also General Requirements

1.1 SCOPE

A. Work in this section includes installation of a complete automatic irrigation system, including excavation for points of connection, for trenching, piping, equipment, electrical components and incidentals related thereto.

1.2 QUALITY CONTROL

A. Standards: Unless otherwise shown or specified, all materials and methods shall conform to section 20-5 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. Reviews: Contractor shall specifically request the following reviews prior to progressing with the work:

1. Layout of system
2. Points-of-connection excavation
3. Trenching and pipe assembly
4. Coverage adjustment of all heads and valve box installation.
5. 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 manufacturer on all material, containers, or certificates of contents for inspection.

B. Plastic Pipe and Fittings: All mainline pipe ¾” – 1-½” in size shall be polyvinyl chloride (PVC) Schedule 40; sizes 2” – 3” shall be Class 315; and sizes 4” and larger shall be Class 200 twin-seal gasket pipe. Unless otherwise noted, all laterals shall be Class 200 PVC pipe; solvent weld fittings, if used, shall be Schedule 40, or Schedule 80 as called for on details. Solvent for piping shall be as recommended by manufacturer. All pipe shall be clearly labeled with manufacturer type and specification numbers.

C. Control Wire: Type UF, 600 v. insulation, minimum size #14, copper, common to be white, valve control wire to be red or black, U.L. approved
for irrigation control use; splices shall be "Scotch-Lok" seal pack, or equal.

D. Valve Boxes: Precast concrete or plastic of type and size indicated; free of all cracks, chips or structural defects. Boxes subject to vehicular traffic shall be concrete and have heavy duty steel covers. Boxes shall be sized to provide a 4” minimum clearance around the irrigation equipment inside the box, excluding all pipes and fittings.

E. Irrigation Equipment: Refer to drawings. Any desired substitutions require submittals in duplicate for specific written approval.

F. Thread Sealant: Permatex Thread Sealant, part #14H, white in color.

PART 3 – EXECUTION

3.1 GRADING: Contractor shall be responsible for installing all irrigation features to their finished grade and at depths indicated. All rough grading shall be completed before trenching commences.

3.2 LAYOUT AND TRENCHING: All features of the irrigation system shall be staked and pipe alignments marked prior to trenching for review by the Engineer.

3.3 BACKFILLING: Do not cover joints until system has been reviewed by the Engineer. Backfill with damaging rocks and debris shall not be permitted. Compact all backfill and eliminate settlement. Previously prepared soil is to be replaced as the top six inches of backfill.

3.4 FABRICATION: Snake pipe from side to side when trench exceeds thirty 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.

3.5 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.

3.6 TESTING: Test mainline at 125 psi for six (6) hours. Consult approved tables for allowable loss. Test and repair as necessary until satisfactory test conditions are obtained.

3.7 CONTROL WIRE: Install control wire in pipe trenches wherever practical. Tape to underside of pipe every ten feet. Loop wire every 20 feet. Splices shall occur in valve boxes only and shall be accomplished utilizing approved connectors. All
SPECIAL PROVISIONS

wire shall be installed below or level with the bottom of adjacent pipes. All wiring above finish grade shall be enclosed in steel conduit. Splices shall be installed in junction boxes.

3.8 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 the City.

3.9 FINISH GRADE: Unless otherwise noted, all heads shall be set at finish grade and on double or triple swing joints as called for on drawings. The top of all valve boxes shall be flush with finish grade.

3.10 CONTROLLER: Contractor shall clearly label and sequence stations for ease in maintenance operations. Station valves to operate as they are located around the site. Fasten controller and wire conduits securely to wall with conduit clamps and screws. Contractor shall complete all forms and labels shipped with and/or attached to the controller; attach his own name, address and phone number to the controller via a permanent label; and shall properly execute and file with the City the controller and valve guarantees.

3.11 RECORD DRAWING: Contractor shall 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 record drawing shall be completed and submitted to the City before final payment shall be made for work installed.

PART 4 - MEASUREMENT AND PAYMENT

4.1 All work under this section shall be included in the lump sum price bid for irrigation and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in irrigation and related incidental work.

END OF SECTION 02810

SECTION 02911 LANDSCAPE SOIL PREPARATION

PART 1 - GENERAL See also General Requirements

1.1 SCOPE

A. Furnish and install all landscape soil preparation as shown and specified, including, but not necessarily limited to, the following: topsoil placement, organic amendment and fertilizer placement, and finish grading.
1.2 QUALITY CONTROL

A. Reviews: Contractor shall specifically request at least two working days in advance 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 Owner’s Representative before the material is used on the site.

C. Soil Samples: Contractor shall provide a one-quart sample of the native or import topsoil to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site, graded on-site, or otherwise modified until the Owner’s Representative approves the material. All testing costs shall be paid for by the Contractor. Contractor shall allow for sufficient time for such testing prior to construction. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

D. Amendment Samples: Contractor shall provide a one-quart sample of each proposed amendment to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site until the Owner’s Representative approves the samples. Testing costs shall be paid for by the Contractor.

E. Planting Areas: All areas to be planted, whether in 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 Owner’s Representative.

B. Import Topsoil: Shall be a homogeneous mineral soil classified as sandy loam or fine sand. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05 - 5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt
SPECIAL PROVISIONS

and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be non-saline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.

C. Fertilizer: Shall be determined from soils analysis results. For purposes of bidding only, assume the use of 6-20-20 commercial fertilizer, 20-10-5 planting tablets by Agriform International Chemicals, Inc., and iron sulfate.

D. Organic Amendment: Shall be nitrogen-treated redwood sawdust, fir bark, or BFI super-humus compost.

1. Nitrogen-treated Redwood Sawdust/Fir Bark shall conform to:

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

   Chemical Properties: Nitrogen Content (dry weight basis) - 0.4-0.6% iron content - minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts - maximum 3.5 millimhos/centimeter @ 25 degrees C. as determined by saturation extract method; ash - 0.6.0%

2. BFI Super Humus Compost shall conform to:

   Gradation: A minimum of 90% of the material by weight shall pass a 1/2" screen. Material passing the 1/2" screen shall meet the following criteria.

<table>
<thead>
<tr>
<th>Percent passing</th>
<th>Sieve designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>85-100</td>
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<tr>
<td>50-80</td>
<td>2.38 mm (No. 8)</td>
</tr>
<tr>
<td>0-40</td>
<td>500 micron (No. 35)</td>
</tr>
</tbody>
</table>

   Organic Content: A minimum of 50% based on dry weight and determined by ash method. A minimum of 250 lbs. organic matter per cubic yard of compost.

   Carbon to Nitrogen Ratio: Maximum 35:1 if material is claimed to be nitrogen stabilized.
Soluble Salts: Soluble nutrients typically account for most of the salinity levels but sodium should account for less than 25% of the total. To avoid a leaching requirement, the addition of the compost shall result in a final ECe of the amended soil of less than 4.0 ds/m @ 25 degrees C. as determined in a saturation extract. Use the following table to determine the maximum allowable ECe (ds/m of saturation extract) of compost at desired use rate and allowable ECe increase.

Moisture Content: 35-60%.

Contaminants: The compost shall be free of contaminants such as glass, metal and visible plastic.

Maturity: Physical characteristics suggestive of maturity include:

- Color: dark brown to black
- Odor: acceptable = none, soil like, musty or moldy
  unacceptable = sour, ammonia or putrid

Particle Characterization: identifiable wood pieces are acceptable but the balance of material should be soil-like without recognizable grass or leaves.

<table>
<thead>
<tr>
<th>Salinity (ECe × 10^3)</th>
<th>Nil – 3.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boron in saturation extract</td>
<td>Nil – 1.0 ppm</td>
</tr>
<tr>
<td>SAR</td>
<td>Nil – 6.0</td>
</tr>
</tbody>
</table>

PART 3 - EXECUTION

3.1 LIMITS AND GRADES

A. Grade Review: Prior to commencing soil preparation operations, Contractor shall request a review by the Owner’s Representative to verify specified limits and grades of work completed to date and soil preparation work to commence. Contractor shall 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 landscape drawings.

3.2 STRIPPING AND STOCKPILING OF EXISTING TOPSOIL

A. Excavation Areas: The native topsoil shall be stripped and stockpiled onsite in sufficient quantities to provide a six-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.

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 0.75 inches in diameter, shall be removed from the surface of planting areas.

3.3 TOPSOIL PLACEMENT

A. Topsoil Incorporation: After all planting areas have been excavated, they shall be ripped to a depth of seven inches. Next, a three-inch layer of topsoil shall be uniformly distributed over these areas and thoroughly incorporated into the top six inches of subsoil by ripping, scraping, or tilling to mix the subsoil with the topsoil into a homogeneous mixture. The remaining layer of topsoil shall then be uniformly distributed in the planting areas and compacted in place to 85% compaction. The total depth of topsoil to be placed shall be as indicated on the drawings.

B. Existing Topsoil to Remain: In those planting areas where native topsoil is to be left in place, cross rip to a depth of ten inches. Then incorporate the amendments to a homogeneously blended soil depth of six inches.

3.4 ORGANIC AMENDMENT AND FERTILIZER INCORPORATION

A. Materials and Rates: Materials determined from the soils test shall be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. Assume per 1000 square feet:

- 6 cubic yards nitrogen stabilized organic amendment
- 30 pounds commercial fertilizer (6-20-20)
- 10 pounds iron sulfate

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.

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 bottom of plant pit to improve porosity. Backfill around sides of root ball 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.

3.7 PLANT TABLETS

A. Tablet Quantities: All container plants shall receive plant tablets as
follows:

<table>
<thead>
<tr>
<th>Plant Type</th>
<th>Tablets</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-gallon plants</td>
<td>Two 21-gram tablets</td>
</tr>
<tr>
<td>Five-gallon plants</td>
<td>Five 21-gram tablets</td>
</tr>
<tr>
<td>Fifteen-gallon plants</td>
<td>Twelve 21-gram tablets</td>
</tr>
<tr>
<td>24 inch box trees</td>
<td>Eighteen 21-gram tablets</td>
</tr>
</tbody>
</table>

Space the tablets evenly around the root ball halfway up backfill touching
side of root ball. Owner’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: Contractor shall finish grade all irrigated planting
areas unless otherwise noted, and shall remove all rocks and clods over
one cubic inch to a depth of one 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 one
inch below finish grade of walks, pavements, and curbs.

PART 4 - MEASUREMENT AND PAYMENT

4.1 All work under this section shall be included in the lump sum price bid for
landscape soil preparation and shall include full compensation for furnishing all
labor, materials, tools, equipment, and incidentals, and for doing all the work
involved in landscape soil preparation, and related incidental work.

END OF SECTION 02911

SECTION 02934 PLANTING

PART 1 - GENERAL See also General Requirements

1.1 SCOPE

A. Furnish and install all container plantings and groundcover, and related
work thereto.

1.2 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

1.3 SUBMITTALS

A. Plant Material: Within five (5) days after award of contract, Contractor shall submit notice to the Owner'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 Owner's Representative.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Nomenclature and Labels: Plant botanical names shall conform to "Standardized Plant Names", second edition, and secondly, "A Checklist of Woody Ornamental Plants of California", Manual 32, University of California. 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: 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 drawings.

C. Quantities: The quantities shown on the plant list and in labels are for the Owner’s Representative’s use and are not to be construed as the complete and accurate limits of the contract. Contractor shall furnish and install all plants shown schematically on the drawings. Any unlabeled plants shall be considered as the smaller size shown for that type on the drawings.

D. Root Systems: All container-grown stock shall be grown in its container for at least six 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,
SPECIAL PROVISIONS

determined by the Owner’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 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 resprouting. Normal lower side branching shall remain. Trees 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, determined by the Owner’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.

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 Owner’s Representative. Defective plants installed without such review shall be removed from the site upon request by the Owner’s Representative and an acceptable plant substituted in its place.

B. 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 Owner’s Representative.

C. Protection of Plants: Contractor shall maintain all plant material in a healthy growing condition prior to and during planting operations. Contractor shall be responsible for vandalism, theft and damage to plant material until the commencement of the maintenance period.

D. Root Systems: Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for root bound stock, encircling roots at the perimeter of the container, girdling roots at the top surface of the root ball, 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. Contractor shall cut
defective or potentially defective girdling, root bound, and encircling roots
and spread the root system into the surrounding backfill. Plants with
excessively defective root systems shall be rejected by the Contractor.

E. Pruning: Contractor shall do no pruning without the specific approval of
the Owner’s Representative. Plants pruned without approval shall be
replaced by the Contractor, if required.

F. 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 to berm away from plant
stem.

G. Staking: All trees shall be staked as drawn with stakes driven securely into
existing soil aligned with the trunk and perpendicular to the direction of
the prevailing winds. A minimum of two figure-eight wire and rubber
tree ties required per stake.

H. Plant Pits, Backfill and Finish Grading: See Soil Preparation Section 02911
for materials and installation requirements.

I. Cleanup: After completion of all operations, Contractor shall 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.

PART 4 - MEASUREMENT AND PAYMENT

4.1 All work under this section shall be paid for at the lump sum price bid for
planting and shall include full compensation for furnishing all labor, materials,
tools, equipment, and incidentals, and for doing all the work involved in
planting and related incidental work.
SECTION 02935 LANDSCAPE MAINTENANCE

PART 1 - GENERAL See also General Requirements

1.1 SCOPE

A. Work in this section includes the growing and maintenance operations necessary to establish the shrubs, tree, and other plantings; to provide pest and disease control, and to maintain the irrigation system, and related elements.

1.2 SUBMITTALS

A. Herbicide: Submit a written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by City Inspector and/or City’s appropriately licensed individual.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fertilizer: Used during the course of the maintenance period shall be determined by soils test required under Part 1 of this Section. For bidding purposes only, assume the use of ammonium sulfate (21-0-0) at 5 lbs. per 1000 SF, minimum of two applications.

B. Water: During the course of construction and maintenance period water shall be paid for by the Contractor.

C. Herbicide: Shall be a commercially available pre-emergent herbicide material 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 seed, sod, 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 herbicide(s) for use. Contractor shall be responsible for all overspray, spreading, runoff, plant health, and other impacts from the use of the herbicide.
PART 3 - EXECUTION

3.1 TIME LIMITS: The maintenance period shall commence from the date of substantial completion of planting as defined in paragraph 3.6 below, and extend for a 90 day period thereafter, or until the acceptance of Final Completion.

3.2 FERTILIZER APPLICATION: Fertilizer(s) shall be applied per Soil and Plant Laboratory recommendations. For bidding purposes, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.

3.3 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.

3.4 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.

3.5 CITY'S RESPONSIBILITY: 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. 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 "Root Systems" of Landscape Planting, Section 02934.

3.6 SUBSTANTIAL COMPLETION: Shall be deemed as the time 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 upon a checklist compiled by the City's Representative). Maintenance period shall not commence until work is deemed substantially complete by the City's Representative.
3.7 FINAL REVIEW: Contractor shall request a final review of the project at least five 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.

PART 4 - MEASUREMENT AND PAYMENT

4.1 All work under this section shall be included in the lump sum price bid for landscape maintenance and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in landscape maintenance, and related incidental work.

END OF SECTION 02935
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.